

NICHOLSONS

Nicholson Nurseries Ltd- Garden Maintenance
Terms and Conditions – Effective from the 1st of April 2024

These are specific terms and conditions for the garden maintenance side of the business “In addition” to the general Nicholsons terms and conditions which still apply.

1. PRICING

In line with the rapidly rising fuel costs and cost of living crisis, please be advised that we have reviewed our pricing structure (2023)

- 1.1. Our minimum visit frequency stipulates that we require one full day (8 hours) a week with the team.
- 1.2. Half days are agreed at the discretion of the department depending on a partner garden being available within a certain distance or location, allowing this to work logistically.
- 1.3. A full day's (8hrs) visit will be £250 plus VAT per gardener. This includes travel time to and from your property.
- 1.4. Working outside of normal Monday to Friday 7.30am – 4.30pm hours may be required in exceptional circumstances and if available, the time will be charged at £290 / day plus VAT.

2. THE WORKING DAY

- 2.1. During the gardener's day, they will take two half-hour breaks, one in the morning at approx. 10am and for lunch at 1pm (you do not pay for this break time).
- 2.2. On the rare occasion that a half day has been agreed, the time allocated consists of a chargeable visit time of four hours which includes travel both ways with one unpaid half-hour break.
- 2.3. At the end of each visit the gardeners are required to fill out a diary page, logging the work they have undertaken and outlining any sundries used. This will be carried out on a work mobile and will be completed in your allocated time.
- 2.4. Any additional administration, quotations or planning for your garden will be undertaken in your allocated gardening time.

3. ADDITIONAL CHARGES AND PARKING

- 3.1. For small to medium sized gardens, the rate includes the use of ready to use sprays; pest, disease and weed sprays, tying in twine and slug pellets. Any full bottles used will be charged for.
- 3.2. Small bags of green waste are removed for free. If a trailer of green waste is required for small amounts of waste, this is charged at £25 +VAT per load, If the load requires a larger trailer this is charged at £65 +vat per load.

3.3. If a ride on mower is required for large areas of grass cutting, or any additional specialised equipment is needed, this is charged at £65 +VAT each visit. We advocate the use of any composting facilities that you have available, however if you do require green waste to be taken away, the gardener will leave your premises in time to be able to travel back to our yard and dispose of the waste by 4.30pm.

3.4. Our gardener will usually park their van on your premises. If your residence is in a parking permit area, you will need to provide a permit for parking or if there is parking on a meter, please advise of the charges at the time of booking. Any costs incurred for parking will be charged to you through invoicing.

4. INVOICING

4.1. We invoice for all gardening at the end of each month and our payment terms are 14 days from date of invoice. This will include any plants or materials that have been used for your garden.

5. CANCELLATION POLICY

- 5.1. If you need to cancel a call, we require one weeks' notice to avoid any cancellation fees.
- 5.2. If you would like to cancel any further calls completely with our department, we require one months' notice.

6. REVIEW POLICY

6.1. We will review the garden contract after a six-month period, to confirm that both parties involved are happy to continue moving forward. If we feel that it is not working for any reason, we will give you a one-month cancellation period.

7. HEALTH AND SAFETY IN THE GARDEN

7.1. On your first visit with our team, a full Risk Assessment will take place in accordance with our health and safety policy. Your designated gardener will complete this task using their work phone and will take around half an hour. The risk assessments will be routinely checked by any gardeners that enter the garden and will be revised accordingly.

7.2. If any work at height is required for hedge cutting, tree pruning and girdling or any other jobs of this nature, we will organise for two gardeners to attend the garden, which will be charged at an additional full day's rate.

7.3. Any chainsaw work that needs to be carried out will require two people in the garden, due to health and safety.

7.4. Any pond work that is near or involves going into the pond, which may require specialist PPE depending on the depth and nature of the water body, will require two gardeners to attend.

7.5 The gardeners are not allowed to use any machinery or equipment without it first being checked by a representative of our central services department, to ensure that it is safe for the

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gardener to use. Please make us aware prior to attending if a visit is required.

8. CONSERVATION AREAS AND TREE PROTECTION ORDERS

8.1. We will not undertake any work in a conservation area without checking first that we are able to do so via the relevant councils' guidelines on conservation practice.

8.2. If we agree that work needs to be carried out, we will apply via our forestry department to the council for consideration and wait for any objections.

8.3. Please note that there will be an administration fee and that there is a lead time for processing before we can continue. The same is relevant for TPO'S.

9. BIO SECURITY

9.1. As a company we take bio security very seriously. Not adhering to the company's policy of wiping down tools between every garden could be detrimental to the following client's garden that we attend. We ask that the gardeners take time in between calls to wipe down their tools, so that it reduces the risk of contamination and bringing in pests and diseases to the following client's garden.

9.2. Box blight may take longer than expected to deal with as the gardeners will need to clean their blades after every cut. Buxus clippings and plants removed should be bagged up separately, cable-tied in bag and disposed of in the general waste skip if bringing waste back to yard. Ideally, dispose of waste on site.

9.3. If you are concerned that box blight or box caterpillar is present, burn waste on site, remembering to check with the clients and their surrounding neighbours before starting a fire. For further details please ask or refer to the burning on site policy.

10. BRANCHING OUT POLICY

10.1. In the situation that your allocated gardener is leaving/or has left Nicholsons in a working capacity to pursue a personal career in gardening/ landscaping, they are unable to work for any Nicholsons clients within a 12-month period.

10.2. If you would like to terminate your Nicholsons contract to pursue the gardener's personal services prior to the stated 12-month period, you are under obligation to pay a referral fee along with the required one month's notice. The referral fee is calculated by the frequency of visits that you have had during the year with Nicholsons and what the specific gardener would be charging you as a private client moving forward.