

IN-SGApsv11

Tree and landscape contract with domestic client

This agreement is dated: [Date]

It is made between: [Client name]

of [Client address] (“the Client”)

And [Tree and Landscape Contractor’s name]

of [address] (“the Tree ”)

Background

The purpose of this agreement is to set out the legal contract between the Tree and Landscape Contractor and the Client in connection with the work described in the

“Project” means the work to be done under the terms of this

The terms of this Agreement are:

1. Specification and requirements

- 1.1. This agreement is for the self employed Tree and Landscape Contractor to complete the Project for the ,
- 1.2. The Tree and Landscape Contractor is alone responsible for all taxes arising on money received from the Client and indemnifies the
- 1.3. The Tree and Landscape Contractor is/is not registered , [123456789].
- 1.4. The Tree and Landscape Contractor is registered with [,].
- 1.5. The Client confirms that no tree mentioned in the Specification is the subject of a tree preservation order and indemnifies the Tree and Landscape Contractor against all

- 1.6. The Client alone is responsible for all statutory or other governmental notices, permissions and requirements and the Tree and Landscape Contractor is entitled
- 1.7. All work shall be to the Specification.
- 1.8. The Tree and Landscape Contractor agrees to provide staff of an appropriate level of
- 1.9. When the work is complete, the site will
- 1.10. The Project will be completed in accordance

[Timetable]

2. Interruptions and expense

The Client's attention is drawn to the following special requirements, interruptions and expense. Delay caused by these

- 2.1. The possible requirement for a skip is
- 2.2. The work could be delayed by inclement weather.
- 2.3. It is assumed that the Client will have told neighbours about the [\[work / noise / \]](#)
- 2.4. For public safety, it will be necessary to cordon off a [\[\]](#) [\[\]](#) [\[\]](#)
- 2.5. The skip and the contractor's van will occupy three car
- 2.6. Extra time will be incurred if the Client fails [\[\]](#) [\[? \]](#) [\[8 . 00 \]](#) [\[5 . 00 \]](#).

2.7. Access to the site will be provided by the Client from [7.30 am] [5 . 30 .]

2.8. The Client warrants that he is the owner

3. **Tree and Landscape Contractor's account and expenses [recommended version]**

3.1. The sum stated in the Specification as the

3.2. Upon completion of the Project, the Tree and Landscape Contractor shall submit an account. Payment [] []].

3.3. The account shall include whatever reasonable expenses the Tree and Landscape Contractor [] []].

3.4. A complaint or rejection of some item of

3.5. The Tree and Landscape Contractor reserves the right to charge the Client interest in respect of the late payment of (5)

4. Tree and Landscape Contractor's account and expenses [options and additions]

- 4.1. A cheque is
- 4.2. The full cost of the Project []
- 4.3. The sum of Rs []
- 4.4. Payment for the work of the
- 4.5. Payment for the work of the Tree and Landscape Contractor shall be made on the Friday of every week
- 4.6. The cost of any materials
- 4.7. Without regard to the reason why this agreement ends, the Client will pay

5. Safety and insurance

- 5.1. The Client warrants that any plant and equipment he supplies for the use of the
- 5.2. The Tree and Landscape Contractor undertakes to obtain insurance against liability for professional negligence

5.3. The Client undertakes at all times to maintain appropriate insurances and in

6. Confidentiality

6.1. In this paragraph, "Damage" means both economic loss, loss of

" " ,

6.2. Each of the parties

:

6.2.1 divulge to any person whatever or otherwise make use of

,

;

6.2.2 post any text, nor image, nor audio-

,

6.3. The parties agree that any Damage arising directly or

6.4. The Client accepts personal liability for compliance with these provisions by members

6.5. No matter how this contract

7. Limitation of liability

7.1. This paragraph applies to all of:

7.1.1 a defect in work done or not done

7.1.2 a breach

7.1.3 negligence or any other tort

Any of the

7.2. The following provisions set out the Tree and Landscape

()

7.3. The Tree and Landscape Contractor shall have no liability to the Client in respect of a Default

[14]

7.4. The Client agrees to give the Tree

[14]

7.5.

7.6.

()

7.7.

OR

7.8.

[0 , 000].

8. Uncontrollable events

8.1.

[] ,
,

AND/OR

8.2.

, [] .

8.3.

, [. . . .] ;

8.4.

;

8.5.

[30] , []
] . []
[7] ,
].

8.6.

8.7.

/

9. Miscellaneous matters

9.1.

,
.

9.2.

9.3.

9.4.

9.5.

9.6.

It shall be deemed to have been delivered:

;

72

- : 24

. [- .]

9.7.

9.8.

9.9.

9.10.

Signed by [\[name\]](#)

On behalf of [\[Client name\]](#):

Signed by [\[the Director on behalf of\]](#) the Tree and Landscape Contractor:

Explanatory Notes:

Tree and landscape contract with domestic client

General notes

1. What is in the agreement?

The main purposes of this agreement are:

- to enable you to do the agreed work;
- to get paid for the specified work;
- to get paid for extras;
- not be liable to your client for more than you
- to convince your client that you are a competent and

The version of this document you will need for one client might be quite different from what you need for another. It is a good idea to keep this full version and take a copy of it to edit for each client.

2. Background and Specification

Enter name of company if you work

Do make sure you write a specification. No special words, no special language, no rules. It can be one sentence of ten words or ten pages of work. The purpose is to make sure there is nothing to argue about later. Use the specification also to write

You are not going to order a skip.

You are not going to take away spare

The annexe window is not included in the

You are not replacing the boiler

and so on . . .

You can also use the Specification to cover extras.

“Work not specified in this document shall be treated as extra work and charged

Make sure you include your price in the

Final points about this contract:

remember to attach the Specification to this contract.

make sure your client has signed the contract.

make sure you have dated the contract

Paragraph Specific Notes:

Comments specific to the numbered paragraphs

1. Specification and requirements

We make clear that you are self employed and responsible for your own taxes. Why?

Clients also like to

Avoid responsibility for any sort of permission or licence. Then whatever

A few more items to

2. Interruptions and expense

So often a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a

You may like to add special requirements in time, space, plant, access or even weather. You may require

Many clients find it all too easy to tell you what they want, then add to it as the job progresses. Or you find extra work

3. tree and landscape contractor's account []

Getting paid is the construction industry worker's nightmare. Having this contract will help you very greatly. But you still have to

“ ”

There are so many alternative arrangements that we have given you first a suggested complete set and then, at the next number, a choice of many more items. We suggest you look at our complete version in this paragraph

4. tree and []

Here we have given you a menu of alternative sub

Whatever payment arrangement you make,

We repeat:

5. Safety and insurance

If your client is happy to lend you his ladder without telling you that the middle rung is loose, you could

6. Confidentiality

This paragraph is intended to prevent your client from telling the World

7. Limitation of liability

You are the expert. Your client is a “consumer”. Consumers are protected. You cannot contract out.

There are several essential edits required as to the

We have provided the words so that:

Client has to get all complaints together at once
give you

your total liability is limited.

8. Uncontrollable events

Often referred to as “force majeure”. This is a difficult one to

We suggest you start by reading all the paragraph

9. Miscellaneous matters

A number of special points. We have identified each of these as important

End of notes