THE GARDEN ALCHEMIST

TERMS AND CONDITIONS
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THE GARDEN ALCHEMIST LTD (TGA), registered in England and Wales (Company No. 016068848), whose registered office is 87 Frimley Road, Camberley, England, GU15 3EQ.

By accepting a quotation, placing an order or paying the booking deposit, the Client agrees to these Terms and Conditions.

1. Booking and Payment Structure

Design fee payment terms: 50% upfront and then 50% once hand-drawn concept designs are completed.

Build fee payment terms: A booking deposit equivalent to 10% of the agreed project value is payable upon acceptance of the quotation and confirmation of the booking. The deposit secures the agreed project start date and allows TGA to allocate labour, schedule resources and undertake the necessary project preparation. A further 50% of the total agreed project value is payable four weeks before the agreed start date. The remaining 35% is payable in five equal weekly instalments during the build, with the final 5% payable upon practical completion of the agreed works.

Example: Project cost £50,000, build period 5 weeks: a) £5,000 booking deposit (10%) upon acceptance and confirmation of the booking.
b) £25,000 drawdown (50%) four weeks before the agreed start date.
c) Five weekly instalments of £3,500 (7% each; £17,500 in total) during the five-week build period.
d) £2,500 final balance (5%) payable upon practical completion.

The above example totals £50,000 (100%). Exact values will be provided based on the agreed project figures for clarity. The project timeline is an estimate only. Delays caused by adverse weather, supplier delays, illness, unforeseen ground conditions, other trades or other circumstances beyond our reasonable control shall not constitute a breach of contract.

Invoices will normally be issued in the name of the client(s) listed on the quotation. Requests for invoices to be issued to a business or third party must be agreed before work begins.

2. Cancellation

The 10% booking deposit is intended to secure the Client’s project booking and agreed start date. If the Client cancels or withdraws from the project after accepting the quotation and confirming the booking, TGA may retain the deposit to cover reasonable costs, commitments and losses directly arising from the cancellation, including administration, planning, scheduling, allocation of labour and loss of the reserved project slot. The deposit is not refundable where it is reasonable and proportionate for TGA to retain it for those purposes, subject always to the Client’s statutory rights.

Where the Client cancels within any applicable statutory cooling-off period, the Client’s rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. Where the Client has expressly requested that work or services begin during that period, TGA may charge for services properly supplied up to the point of cancellation where the law permits.

If the Client cancels after work has commenced, the Client shall remain liable for payment of:

• All work completed up to the date of cancellation.

• Any materials, plants or goods that have been ordered or supplied on the Client’s behalf and which cannot reasonably be cancelled, returned or recovered.

• Any non-recoverable costs incurred by TGA, including but not limited to hire equipment, waste disposal, specialist subcontractors and administrative costs, where reasonably incurred.

Where cancellation results in a loss of scheduled work, TGA reserves the right to recover any further reasonable, evidenced losses incurred as a direct result of the cancellation, provided that TGA takes reasonable steps to mitigate those losses and does not recover the same loss twice.

Any request to postpone or reschedule a project is subject to TGA’s availability and may require a new start date. TGA reserves the right to charge reasonable additional costs incurred as a result of postponement.

If TGA is unable to carry out the works due to circumstances beyond its reasonable control, or is required to cancel the project, any monies paid for work not undertaken will be refunded, excluding the cost of any materials or services already purchased specifically for the Client's project, where those costs cannot reasonably be recovered.

3. Late Payments

Payments are due upon receipt of invoice. Failure to pay within 24–48 hours may slow or halt work. Interest will accrue on overdue invoices at 8% per annum above the Bank of England base rate, calculated daily until payment is received in full, to the extent permitted by law.

4. Payment Terms

Final payment must be made in full upon completion of the agreed works. Completion means the practical completion of the agreed works, including any minor snagging items that prevent normal use. In the event that the final payment is not received, TGA reserves the right to withhold any guarantees or warranties on work carried out, subject to applicable law. Non-payment may also result in legal action to recover outstanding balances.

5. Materials, Ownership and Receipts

All materials required for the completion of the agreed-upon work will be sourced at the discretion of TGA. As part of our business policy, individual invoices, receipts or purchase documentation for materials acquired will not be provided to clients. The total project cost includes materials, labour and any applicable service fees as outlined in the provided quote or invoice.

TGA purchases all materials on its own trade accounts. Trade discounts obtained form part of our pricing structure and are not passed on separately to clients. Clarification of terms can be provided if needed.

All surplus materials resulting from the build shall remain the property of TGA if the entire project isn't paid for.

All materials, goods and products supplied by TGA remain the property of The Garden Alchemist Ltd until payment for the full project has been received in cleared funds. Where materials have been incorporated into the completed works, the Client's obligation to pay remains unaffected.

Any manufacturer's warranty applies only to the relevant product and remains subject to the manufacturer's own terms and conditions.

The quality and condition of materials, goods and products supplied by the Client or trades are at the discretion of the Client or trade.

6. Guarantees / Disclaimers

6.1. Third-Party Contractors/Trades

TGA accepts no responsibility or liability for the workmanship, products, services, delays, or actions of any third-party contractors or suppliers engaged directly by the Client, including but not limited to pergola installers, hot tub suppliers, water feature specialists, electricians, or other trades.

All third-party contractors are responsible for leaving the site clean and tidy upon completion of their work and must remove and dispose of all waste generated by their activities.

Any use of TGA facilities, equipment, or site resources, including but not limited to welfare facilities (toilets), skips, tools, electricity, or water, must be agreed with TGA in advance. TGA reserves the right to refuse access or apply additional charges where appropriate.

The Client is responsible for coordinating any third-party contractors with TGA. TGA's construction programme and project schedule shall take priority, and all third-party works must be arranged to minimise disruption to TGA's planned works. TGA accepts no responsibility for delays or additional costs arising where third-party contractors interfere with or impact the agreed project schedule.

6.2. Usage of Wood

Wood is a natural product and may crack, split, or warp; these issues will be assessed on a case-by-case basis. All materials will be purchased by the company. Inclement weather may delay progress. No liability is accepted for personal items in the work area.

6.3. Turf Installation

We take every care to ensure the quality of the turf we lay. However, we cannot guarantee the long-term success of the turf once it has been installed. Proper maintenance is essential to ensure its health and longevity.
Maintenance Requirements:
a) Watering: The turf must be watered regularly, including during dry periods in winter, to prevent it from drying out.
b) General Care: Regular maintenance throughout the year is necessary, including mowing, fertilizing, and addressing any signs of disease or pests.
Failure to adhere to these guidelines may result in deterioration of the turf, for which we cannot be held responsible.

6.4. Gravel Driveways

Please note that gravel driveways may require a settling period after installation. During this time, minor surface irregularities or movement of gravel may occur due to weather conditions, vehicle traffic, or natural settling of the base. It is recommended to allow the driveway to settle for several weeks before expecting a uniformly compact surface. Additional top-ups or regrading may be necessary and are not included unless specified in your contract.

6.5. Porcelain and Stone Slabs

Please be aware that porcelain or natural stone slabs may experience discolouration over time due to organic matter such as tree debris, as well as general foot traffic, and in some cases efflorescence. Efflorescence is the migration of salt to the surface of a porous material like brick, stone, or concrete, leaving a white, powdery coating after water evaporates.
These are considered maintenance issues and not a fault in the product or installation.
We are happy to provide guidance on suitable cleaning methods and can offer an aftercare package upon request.

6.6. Plants

There are no guarantees on plants if they are not cared for properly by the Client. Guidance can be provided for plant aftercare upon request.

7. On-Site Attendance

Our standard working hours are 7:30am to 3:30pm, with short breaks throughout the day. Please note that, due to illness, leave, or other circumstances beyond our control, not all staff members will be on-site every day.

8. Skip Hire

Skip hire included within the quotation is intended solely for waste arising from the contracted works unless otherwise agreed in writing.

9. Onsite Damage

Before a project starts, it is the responsibility of the Client to remove and store safely all personal belongings. TGA is not responsible for any belongings damaged once work begins on site. Any accidental damage caused by TGA will be reported to the Client as soon as reasonably practicable and repaired or otherwise resolved at our expense where we accept responsibility. TGA will cover on-site damage deemed the fault of the TGA team, subject to applicable law.

10. Force Majeure

TGA shall not be held responsible for any delay, failure, or inability to perform any part of the agreed works where such delay or failure is caused by circumstances beyond our reasonable control. Such circumstances may include, but are not limited to, extreme or adverse weather conditions, flooding, frost, storms, illness, accidents, supplier delays, material shortages, transport issues, strikes, government restrictions, changes in regulations, unforeseen site conditions, or any other event outside of our reasonable control. Where such circumstances occur, we will notify the Client as soon as reasonably practicable and provide an updated estimated timescale for completion where possible. Any delays caused by events outside of our control will not constitute a breach of contract, and the Client remains responsible for payments due for completed works, materials supplied, and any agreed project costs incurred up to that point.

11. Hidden Ground Conditions

The quotation is based on visible site conditions. Should unforeseen underground services, foundations, drainage, tree roots, contamination or other hidden conditions be discovered, additional work may be required and will be quoted separately before proceeding.

12. Access

The Client agrees to provide reasonable access to the site during normal working hours together with access to water and electricity where reasonably required.

13. Photography and Marketing

TGA reserves the right to take photographs and videos of the project before, during, and after completion for use in its portfolio, website, social media, advertising, and other promotional materials.

No personal information identifying the Client or the property address will be published without the Client's prior consent.

If the Client does not wish photographs or videos of the project to be used for marketing purposes, they must notify TGA in writing before work commences.

14. Additional Terms

No additional work or variations will be carried out unless agreed in writing by both parties. Additional work may affect the project price and completion date. A 5–10% contingency fund is suggested for unforeseen issues as in those situations additional costs may be involved. All problems or issues must be reported by the Client during the build process, either via WhatsApp or email, so that they can be documented and resolved.

TGA provides weekly updates to the Client. This gives the Client time to check all the work up until that point over the weekend for addressing early with TGA the following week.

These terms are governed by the laws of England and Wales and are designed to ensure transparency between both parties and to address common concerns. Please ask for clarification if any specific section requires further explanation.

All monetary values above are exclusive of VAT, charged at the prevailing rate.