



CJ Landscapes and Home Improvements Ltd

Terms and Conditions of Business

Landscaping and Home Improvement Services

Effective Date: 6th April 2026

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following definitions apply, unless the context requires otherwise:

- "Company", "we", "us", "our" means CJ Landscapes and Home Improvements Ltd of Pandle House, 70 Grange Road East, Wirral, CH41 5FE.
- "Customer", "you", "your" means the person or business who engages the Company to carry out the Works.
- "Contract" means the agreement between the Company and the Customer for the supply of the Works, comprising the Quotation, these Terms and Conditions, and any written variations agreed between the parties.
- "Quotation" means a written estimate or fixed-price quotation provided by the Company describing the Works and the Price.
- "Works" means the landscaping and/or Home Improvement services to be carried out by the Company as described in the Quotation, including the supply of any Materials.
- "Home Improvement" or "Home Improvement Works" means, collectively, all building, maintenance, repair, installation, and improvement services offered by the Company, and includes, without limitation: (a) minor and ad hoc repairs and maintenance of the kind commonly described as "handyman" work (for example, fixing fences or gates, hanging shelves or doors, minor plumbing or carpentry repairs, and similar small-scale jobs); and (b) larger planned improvement projects (for example, patios, decking, fencing, and other substantial building or landscaping works). References in these Terms and Conditions to Home Improvement Works apply equally to small, ad hoc jobs and to larger projects, save where a clause expressly states that it applies only to one or the other.
- "Materials" means all goods, plants, fixtures, fittings, and materials supplied by the Company in connection with the Works.
- "Price" means the total charge payable by the Customer for the Works as set out in the Quotation.
- "Site" means the property or land at which the Works are to be carried out.

1.2 References to statutes include the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the Supply of Goods and Services Act 1982, each as amended, re-enacted, or replaced from time to time.

2. Quotations and Estimates

2.1 All Quotations are valid for 30 days from the date of issue, unless otherwise stated, after which the Company reserves the right to revise the Price.

2.2 Quotations are based on a visual inspection of the Site and information provided by the Customer. Where underlying conditions differ from those apparent at the time of quoting (for example, hidden pipework, poor sub-soil, damp, rot, or structural issues discovered once work has begun), the Company will notify the Customer as soon as reasonably possible and provide a revised Quotation before continuing that part of the Works.

2.3 Where the Company provides an estimate rather than a fixed-price Quotation, this is an approximation only and the final Price may vary depending on the actual time, labour, and Materials required.

2.4 Quotations do not include the cost of obtaining any permissions, consents, or approvals that may be required (for example, planning permission, party wall agreements, tree preservation order consents, or building regulations approval) unless expressly stated.

2.5 The 30-day validity period in Clause 2.1 applies to acceptance of the Quotation, not to when the Works must start. Provided the Customer accepts the Quotation within that period, the Price is secured notwithstanding that the agreed start date may fall some months later. However, where more than 2 months elapses between the Customer's acceptance of the Quotation and the agreed start date, the Company reserves the right to review and adjust the cost of Materials (but not labour) to reflect any genuine increase in the cost of those Materials during that period, having given the Customer reasonable written notice of any such adjustment, and the reason for it, before the Works commence.

3. Formation of the Contract

3.1 A binding Contract is formed when the Customer accepts a Quotation in writing (including by email or text message), by signature, or by confirming acceptance verbally followed by the Company's written confirmation, or when the Customer requests the Company to commence the Works, whichever occurs first.

3.2 These Terms and Conditions apply to every Contract to the exclusion of any other terms the Customer seeks to impose or incorporate, unless expressly agreed in writing by the Company.

4. Price and Payment

4.1 The Price is as set out in the Quotation and is inclusive of VAT where applicable, unless stated otherwise.

4.2 For smaller jobs, payment is due in full on satisfactory completion of the Works, unless otherwise agreed in writing.

4.3 For larger projects (including but not limited to patio installation, fencing, decking, and other substantial landscaping or construction works), the following staged payment structure applies unless otherwise agreed in writing:

- a deposit of 40% of the total Price is payable prior to the Company mobilising labour and ordering Materials ("Mobilisation Payment"), and must be received by the Company no later than 7 days before the agreed start date for the Works, unless a shorter period is otherwise agreed in writing between the parties;
- further staged payments become due at agreed milestones as the Works progress, as set out in the Quotation or a payment schedule provided to the Customer;
- the final balance is payable on satisfactory completion of the Works.

4.4 The Mobilisation Payment and any staged payments are used to secure Materials, plant, and labour, and are non-refundable once the Company has incurred committed costs in reliance on them, save where the Company is in breach of contract or the Customer validly cancels under Clause 5 (Cancellation Rights). If the Mobilisation Payment is not received within the timescale set out in Clause 4.3, the Company reserves the right to postpone the start date for the Works until payment is received. If any staged payment is not received by its due date as set out in the Quotation or payment schedule, the Company reserves the right

to suspend the Works, without liability for any resulting delay, until the outstanding payment has been received in full.

4.5 Invoices are payable within 7 days of the invoice date unless a different payment term is agreed in writing. The Company accepts payment by [bank transfer / card / cheque — specify accepted methods].

4.6 If payment is not received by the due date, the Company reserves the right to: (a) charge interest on the overdue amount at 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 where applicable; and (b) suspend further Works until payment is received.

4.7 Ownership (title) in any Materials supplied by the Company does not pass to the Customer until the Company has received payment in full of the entire Contract Price for the Works, notwithstanding delivery of the Materials to the Site and notwithstanding that risk in the Materials passes to the Customer on delivery. Until title has passed, the Customer holds any unfixed Materials as bailee for the Company and must take reasonable care to keep them safe and identifiable.

4.8 If the Contract Price (or any part of it) remains unpaid beyond its due date, the Company may, having given the Customer reasonable prior notice, enter the Site during reasonable hours to recover any Materials that have not yet been fixed to or incorporated into the land or any structure, without liability for any resulting reasonable damage caused in doing so. This right does not apply to Materials that have already been fixed or incorporated, as title in those passes to the Customer or landowner by law once affixed, regardless of whether payment has been made.

4.9 Any additional work requested by the Customer that falls outside the original scope of the Quotation will be treated as a variation under Clause 6 and charged accordingly.

5. Cancellation Rights

5.1 Statutory right to cancel (off-premises and distance contracts)

5.1.1 If the Contract was agreed away from the Company's business premises (for example, at your home) or at a distance (for example, by phone, email, or online) without both parties being physically present together at the Company's premises, you may have a statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5.1.2 Where this right applies, you may cancel the Contract within 14 days of the day the Contract is agreed, without giving any reason, by giving written notice to the Company by email using the contact details in Clause 15, or by using the cancellation form provided in the Appendix (sent by email).

5.1.3 If you wish the Works to begin within the 14-day cancellation period, you must make an express written request to that effect. In that case:

- if you subsequently cancel after Works have started, you will be required to pay for the Works carried out and any Materials used up to the point of cancellation, in proportion to the total Price; and
- if the Works are fully completed within the 14-day period at your express request, you lose the right to cancel once the Works are complete.

5.1.4 This statutory cancellation right does not generally apply where the Contract was agreed at the Company's business premises, or where you contacted the Company (rather than the Company cold-calling or soliciting you) and arranged for a quotation to be given and the Works agreed entirely at your property

in the ordinary course of a visit you requested — please ask the Company to confirm whether this applies to your Contract.

5.2 Cancellation outside the statutory cooling-off period

5.2.1 Where the statutory cancellation right in Clause 5.1 does not apply, or has expired, the Customer may cancel the Contract by giving written notice to the Company, subject to the following:

- any Mobilisation Payment or staged payments already made will be retained by the Company to the extent that costs have already been reasonably and genuinely incurred or committed (including Materials ordered and labour or plant booked);
- the Company will provide a reasonable account of costs incurred and refund any balance of monies paid that exceeds those costs.

5.2.2 The Company may cancel the Contract by giving reasonable written notice where, for example, access to the Site cannot be arranged, required permissions are refused, or the Customer fails to make payment when due. In such cases, the Customer remains liable for costs reasonably incurred by the Company up to the date of cancellation.

6. Variations to the Works

6.1 Any changes to the scope of the Works requested by the Customer, or required due to unforeseen site conditions, will be agreed in writing (including by email or text message) before being carried out, together with any change to the Price and/or timescale.

6.2 The Company is not obliged to carry out variations that have not been agreed and priced in advance.

7. Customer Obligations

7.1 The Customer will:

- provide safe and reasonable access to the Site for the duration of the Works, at no cost to the Company;
- ensure that the Site is reasonably clear of obstructions, vehicles, pets, and children during the Works;
- inform the Company of the location of any underground services (pipes, cables, drains, septic tanks) and any known hazards on the Site;
- obtain, at their own cost, any necessary permissions or consents required for the Works (for example, planning permission, party wall agreements, landlord consent, or consent from neighbours for shared boundaries), unless the Company has expressly agreed in writing to obtain these on the Customer's behalf;
- keep pets and children away from tools, materials, and work areas for safety reasons.

7.2 The Customer will provide, at no cost to the Company, a suitable and reasonably accessible supply of mains water and electricity at the Site for the duration of the Works, where this is reasonably required for the Company to carry out the Works (for example, for mixing materials, cleaning, power tools, or site lighting). This may include reasonable access to an outdoor tap and hosepipe, and to an electrical socket or supply point within reasonable proximity to the work area.

7.3 If mains water or electricity is not available at the Site, or the Customer is unable to provide access to it, the Customer must inform the Company before Works commence so that alternative arrangements (for example, the Company bringing its own generator or water supply) can be agreed and priced accordingly, as this may result in additional charges and/or affect the timescale for completion.

7.4 If the Customer fails to provide safe access, water or electricity supply where required, or the information referred to in this Clause 7, and this causes delay, additional cost, or prevents completion of the Works, the Company reserves the right to charge reasonable additional costs, adjust the completion date accordingly, and/or suspend the Works until the issue is resolved.

8. Standard of Work

8.1 The Company will carry out the Works with reasonable care and skill, in accordance with section 49 of the Consumer Rights Act 2015, and within a reasonable time in accordance with section 52 of that Act, unless a specific timescale has been agreed in writing.

8.2 Where the Customer has made known, expressly or by implication, any particular purpose for which the Works are required, the Company will carry out the Works with reasonable regard to that purpose, in accordance with section 50 of the Consumer Rights Act 2015.

8.3 Timescales given by the Company are estimates only. The Company will use reasonable endeavours to complete the Works within the agreed timescale but will not be liable for delays outside its reasonable control (see Clause 11, Delays and Force Majeure).

9. Materials and Goods

9.1 Where the Company supplies Materials as part of the Works, those Materials will, in accordance with the Consumer Rights Act 2015: be of satisfactory quality; be fit for any particular purpose made known to the Company; and match any description or sample provided.

9.2 Where the Customer supplies their own Materials, the Company accepts no liability for defects in those Materials or for the suitability of those Materials for the intended purpose, and any workmanship guarantee under Clause 10 will not extend to defects caused by Customer-supplied Materials.

9.3 Natural materials, including plants, turf, timber, and stone, are subject to natural variation in colour, grain, and appearance, and such variation is not a defect.

9.4 Living plants, turf, and similar horticultural products are guaranteed only insofar as set out in Clause 10.3, given that their survival depends significantly on aftercare, weather, and site conditions outside the Company's control after installation.

10. Guarantees and Warranties

10.1 The Company guarantees its workmanship for a period of 12 months from the date of completion of the Works, covering defects arising from faulty workmanship, subject to the exclusions in this Clause 10.

10.2 Where the Company has supplied and installed hard landscaping materials (for example, paving, decking, or fencing), the Company will remedy, at its own cost, any defect in workmanship reported within the guarantee period, by repair or, where repair is not reasonably practicable, by replacement.

10.3 Planting and turf are guaranteed for 30 days from installation, provided the Customer has followed any aftercare instructions given by the Company (including watering). This guarantee does not cover losses due to extreme weather, drought, frost, waterlogging, pest or animal damage, or lack of aftercare.

10.4 This guarantee does not cover: fair wear and tear; damage caused by the Customer, third parties, or events outside the Company's control; lack of or incorrect maintenance by the Customer; alterations or repairs carried out by anyone other than the Company; or defects in Materials supplied by the Customer.

10.5 This guarantee is in addition to, and does not affect, the Customer's statutory rights under the Consumer Rights Act 2015, which are not excluded or limited by this Contract.

10.6 To make a claim under this guarantee, the Customer should contact the Company using the details in Clause 15 as soon as reasonably possible after discovering the defect, and in any event within the guarantee period.

11. Delays and Force Majeure

11.1 Given the outdoor nature of much of the Works, timescales may be affected by weather conditions (for example, frost, heavy rain, snow, or high winds) which make it unsafe or impractical to work. The Company will keep the Customer informed and reschedule affected Works as soon as reasonably possible.

11.2 The Company will not be liable for any delay or failure to perform its obligations under the Contract arising from causes beyond its reasonable control, including but not limited to adverse weather, material or supply shortages, illness, accident, or circumstances affecting subcontractors.

11.3 Where a delay under this Clause 11 is likely to be substantial, either party may agree to revise the timescale, or the Customer may cancel the affected part of the Contract in accordance with Clause 5.2, with a fair account of costs incurred to be settled between the parties.

12. Health and Safety

12.1 The Company will carry out the Works in accordance with applicable health and safety legislation, including the Health and Safety at Work etc. Act 1974 and, where relevant, the Construction (Design and Management) Regulations 2015.

12.2 The Customer will ensure that pets, children, and other third parties are kept away from the work area for the duration of the Works, and will not remove or interfere with any safety barriers, signage, or temporary fencing put in place by the Company.

12.3 Where work involves electrical, gas, or structural elements, the Company will engage suitably qualified and, where required, registered tradespeople (for example, Gas Safe registered engineers or NICEIC-registered electricians) to carry out or sign off that element of the Works.

13. Insurance and Liability

13.1 The Company holds public liability insurance with a minimum indemnity limit of £1,000,000 per claim. A copy of the current certificate is available on request.

13.2 The Company's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, and for breach of the terms implied by section 2 of the Consumer Rights Act 2015 (or,

where applicable, section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982), is not excluded or limited in any way.

13.3 Subject to Clause 13.2, the Company's total liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), or otherwise, will not exceed the total Price paid under the Contract.

13.4 The Company will not be liable for any pre-existing defects in the Site or structures (for example, existing damp, subsidence, or deteriorated fencing/walls) that are not caused by the Works, or for losses arising from inaccurate or incomplete information provided by the Customer about the Site.

13.5 Nothing in this Contract affects the Customer's statutory rights as a consumer under the Consumer Rights Act 2015.

14. Damage to Property

14.1 The Company will take reasonable care to protect the Customer's property, including lawns, driveways, and existing structures, while carrying out the Works.

14.2 The Company will make good, at its own cost, any damage to the Customer's property directly caused by the negligence of the Company or its employees/subcontractors in the course of carrying out the Works.

14.3 The Company is not responsible for damage to underground services, roots, or cables that were not disclosed or reasonably identifiable prior to commencing work, or for damage arising from pre-existing weaknesses in structures, fences, or surfaces.

15. Complaints Procedure

15.1 If the Customer is unhappy with any aspect of the Works, they should contact the Company as soon as possible by email at info@cjlandscapes.uk so the Company can investigate and, where appropriate, arrange to remedy the issue.

15.2 The Company will acknowledge complaints within 5 working days and aim to resolve them within 28 days.

15.3 If a complaint cannot be resolved directly, the Customer may be entitled to refer the matter to an alternative dispute resolution provider [insert ADR/ombudsman scheme name if a member of one, e.g. a Trading Standards-approved scheme] or seek advice from Citizens Advice or the Competition and Markets Authority.

16. Data Protection

16.1 The Company will process the Customer's personal data in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018, and in line with its Privacy Policy [insert link/reference if available], for the purposes of providing the Works, administering payment, and complying with legal obligations.

16.2 The Company will not share the Customer's personal data with third parties except as necessary to perform the Contract (for example, suppliers or subcontractors) or as required by law.

17. Subcontracting

17.1 The Company may engage suitably qualified subcontractors to carry out all or part of the Works, and remains responsible for the standard of work carried out on its behalf.

18. General

18.1 Entire Agreement: The Contract (comprising the Quotation and these Terms and Conditions) constitutes the entire agreement between the parties and supersedes any prior discussions, arrangements, or agreements.

18.2 Severance: If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

18.3 Third Party Rights: No third party has any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

18.4 Assignment: The Customer may not assign or transfer the benefit of the Contract without the Company's prior written consent.

18.5 Notices: Any notice under this Contract must be given in writing and may be delivered by email or post to the contact details provided by each party.

19. Governing Law and Jurisdiction

19.1 Where the Site is located in England or Wales, this Contract, and any dispute or claim arising out of or in connection with it, is governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales have jurisdiction to settle any such dispute.

19.2 Where the Site is located in Scotland, this Contract, and any dispute or claim arising out of or in connection with it, is governed by and construed in accordance with Scots law, and the courts of Scotland have jurisdiction to settle any such dispute.

19.3 In either case, as a consumer you will benefit from any mandatory protections available to you under the law of the country in which you are resident, and nothing in this Clause 19 removes or reduces those protections. If you are unsure which law and jurisdiction apply to your Contract, please ask the Company to confirm this before you accept a Quotation.

20. Contact Details

CJ Landscapes and Home Improvements Ltd

Registered Office: Pandle House, 70 Grange Road East, Wirral, CH41 5FE

Telephone: 07398 902487

Email: info@cjlandscapes.uk

Company Registration Number: 17103608

Appendix: Model Cancellation Form

(Complete and email this form only if you wish to cancel a Contract that is subject to the statutory 14-day cancellation right described in Clause 5.1 of these Terms and Conditions.)

To: CJ Landscapes and Home Improvements Ltd — Email: info@cjlandscapes.uk

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

Ordered on / received on: [date]

Name of Customer: [name]

Address of Customer: [address]

Email address of Customer: [email]

Date: [date]