

Standard Terms & Conditions

1 Fee quotations and estimates

Fee quotations will include for the production of one master copy of documents, drawings or advice in whatever format is required by the customer unless otherwise specified. Quotations will allow for one minor revision following the production of the final draft. Any additional work will be charged at an hourly rate agreed in advance. Fee estimates will be prepared on the basis of information supplied by the customer. A ceiling figure may be applied, beyond which the fees will not be charged without prior agreement. Where fees are estimated prior to commission the customer will receive a fee schedule with each monthly invoice, recording all services provided and fees charged up to that date. All fee quotations and estimates are exclusive of VAT, material costs, postage, subsistence and mileage, unless presented as a lump sum bid.

2 Invoices and payments

All work will be invoiced monthly or immediately after it is complete and submitted to the customer. Payment of invoices will be within 14 calendar days, unless otherwise agreed in advance and in writing. If payment is not received in full within 28 calendar days, all ongoing work on that project or for that customer will cease until payment is received.

3 Copyright

Any copyright and design rights in relation to any artwork and physical materials resulting from the same which are originated by ESP as a result of an instruction from a customer, including where the customer's own artwork or materials have been incorporated into the artwork, design or physical materials so originated, shall belong to ESP and the customer shall only be entitled to use, reproduce or authorise any other person to reproduce such designs or artwork whether in whole or in part with ESP's authorisation once the fee for the same has been paid by the customer.

4 Liability

All information given as part of any discussions, reports or letters and all other forms of communication is advisory. ESP shall not be liable for any indirect or consequential loss for any loss to the customer arising from third party claims occasioned by an error, failure or delay in completing the commission or by delay in delivery and in this connection time shall not be of the essence. Where work is defective for any reason, ESP's liability, if any, shall be limited to rectifying such defects as have been notified to ESP in writing within 48 hours and in any event only so far as ESP is reasonably able to do so. Unless explicitly supplied for construction purposes, all landscape planning and design work is supplied implicitly for Town and Country Planning Purposes only. It does not constitute Design within the terms of the Construction (Design and Management) Regulations 2007.

5 Indemnity

The customer warrants that he has full authority to reproduce any material in which copyright subsists and ESP reserves the right to refuse to undertake any work which infringes or appears to infringe the copyright or other intellectual property rights of any third party. The customer warrants that any design or other materials furnished by him or any design material created by ESP pursuant to the customer's instructions will not cause ESP to infringe any intellectual property rights of any third party or any legislation for the time being in the United Kingdom in the performance of the contract. The customer shall fully indemnify ESP in respect of all costs, claims, liabilities and expenses arising from any claim that any materials produced by ESP pursuant to the customer's instructions infringes the property rights of any third party.

6 Insolvency

If: the customer, being a company, makes any arrangement or composition with its creditors or has a receiver or administrator appointed or the customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes insolvent or goes into liquidation within the meaning of Section 247 of the Insolvency Act 1986 or an order is made or resolution passed for winding up; or the customer, being an individual, has a bankruptcy petition presented against him or is unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes insolvent or makes arrangement or composition with his creditors or takes any similar action in consequence of debt; or the customer is in breach of any obligations under these terms or conditions then ESP may without prejudice to any of its other rights immediately suspend the performance of any order placed by the customer and shall be entitled to charge the customer, and the customer shall immediately become liable to pay, for any work already carried out including the cost of any materials purchased on behalf of the customer.

7 Waiver

Failure by ESP to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at time or times thereafter.

8 Illegality and severance

If any provision hereof is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all other provisions and the remainder of the provision in question shall not be affected thereby.

9 Entire agreement

These provisions constitute the entire agreement between ESP and the customer and replace all prior agreements, understandings, statements and communications between ESP and the customer.

10 Force Majeure

ESP will make every effort to carry out the customer's instructions and the resulting contract but shall be under no liability if unable to carry out any provision of the contract for any reason beyond ESP's control including the inability to secure labour, materials or supplies, breakdown of machinery, or as a result of the Act of God, war, labour dispute, fire, flood, legislation, failure of power supply or any cause beyond ESP's control. During the continuance of such contingency the customer may by notice in writing to ESP elect to terminate the contract and pay for work done up to such notice for materials used and advice given but subject thereto shall otherwise accept delivery when available.

11 Complaints

A copy of ESP's complaints procedure can be supplied on request.