



## TERMS OF SERVICE

**CREATING EXCITING  
OUTDOOR SPACES**

*to last a lifetime*

---



## Terms of Service

1. Introduction Welcome to Armstrong Gardens. By engaging with our services, you agree to comply with and be bound by the following terms and conditions. Please read these terms carefully before using our services.

2. Services Armstrong Gardens provides professional garden design, landscaping, and maintenance services. The scope of work will be detailed in individual project agreements or quotations provided to clients.

2.1. Armstrong Gardens reserves the right to use sub-contractors to fulfil any part of the services provided.

### 3. Quotations & Unforeseen Costs

3.1. Any work not clearly outlined within the provided quotation is not included in the cost.

3.2. Certain unforeseen costs may arise during a project. Armstrong Gardens will notify the client of these additional costs, but they will not be included in the original quoted price.

3.3. Unforeseen costs may include, but are not limited to:- Work related to underground pipes and cables, including repairs, diversions, or necessary modifications- Unforeseen retaining structures, such as additional support walls or reinforcements due to unstable terrain- Additional sub-base due to soft ground conditions, requiring more extensive ground preparation than initially estimated- Additional excavations for foundations or deeper foundations, including any extra materials or reinforcements needed- Unexpected disposal costs for hazardous or unsuitable materials discovered during excavation- Compliance with unforeseen local authority regulations or inspections that may affect project execution

4. Changes to Scope of Work 4.1. Any changes to the agreed scope of design or materials requested by the client may incur additional costs.

4.2. These costs may not only relate to the specific work but may also include administrative time and site downtime resulting from the change.

4.3. Armstrong Gardens will endeavour to notify clients of any costs associated with changes before work is carried out. However, if time constraints prevent prior notification, we reserve the right to charge for additional costs after work is completed.

### 5. Payment Terms & Client Responsibilities

5.1. A non-refundable booking deposit of 10% of the total project cost is required to secure our services.

5.2. All invoices issued by Armstrong Gardens must be paid within five (5) working days from the date of issue.

5.3. Payments must be made in full and in accordance with the agreed-upon payment schedule outlined in the contract or quotation.

5.4. Failure to adhere to the payment schedule may result in suspension or termination of services

### 6. Guarantees & Warranties

6.1. Armstrong Gardens provides guarantees on certain aspects of its work, as specified in individual project agreements.

6.2. All guarantees are valid only if payment schedules are followed, and invoices are paid within five (5) working days.

6.3. Any failure to meet the payment terms may result in the nullification of guarantees or warranties.

7. Exclusions & Limitations of Liability 7.1. Armstrong Gardens shall not be liable for the following issues that may arise as part of our services:- Grout discolouration or water pooling on riven slabs due to natural surface variations- Colour and texture variations in slab batches if replacements are required- Presence of fossils in natural stone slabs- Natural knots, colour variation, expansion, contraction, or warping of timber- Damage to fencing caused by extreme weather conditions, including but not limited to Amber or Red weather warnings- Expansion and contraction of decking materials- Tolerances of up to 3mm in paving alignment- Weeds emerging through membranes, artificial turf, bedding, or imported soil despite best efforts to prevent them- Grass or plants dying after installation- Planting scheme sizes being indicative of fully mature growth- Minor tolerances between site conditions and project drawings- 3D visual representations not being binding- Natural colour variation in stone materials- Visible joins in artificial turf installations due to material limitations- Pooling water on EPDM roofing systems due to unavoidable surface gradients- It is the customer's responsibility to provide access to water and electricity for project execution; any delays caused by lack of access may result in additional costs- Armstrong Gardens is not responsible for any damage to underground utilities unless accurate location plans are provided prior to work commencement- Delays caused by other contractors leading to additional costs to the client- No liability for work done by other contractors hired by the client- Clients must report any defects in workmanship within six (6) months of project completion to be eligible for rectification- Any manufacturing defects must be addressed directly with the supplier- Planning permission is the customer's responsibility unless otherwise agreed in writing- Guarantees are valid only for the original customer and are non-transferable- Projects may experience delays due to unforeseen circumstances such as adverse weather, supplier delays, access restrictions, or unforeseen site conditions.- Oiling and maintenance of timber, unless otherwise agreed, is the customer's responsibility- Staining or discolouration of natural stone due to environmental exposure- Skips and site toilets may remain on-site for up to two (2) weeks after project completion

### 8. Cancellations and Refunds

8.1. Cancellation of services must be provided in writing at least twenty-eight (28) days before the scheduled work. 8.2. Deposits and payments made for work already commenced are non-refundable.

9. Amendments Armstrong Gardens reserves the right to amend these Terms of Service at any time. Clients will be notified of significant changes.

10. Governing Law These Terms of Service shall be governed and construed in accordance with the laws of the United Kingdom.

11. Contact Information For any queries related to these terms, please contact us at the details below.



Armstrong Gardens and Landscapes Ltd

Unit 2, 23 Bankhead Terrace, Edinburgh EH11 4DY

T: 0131 3571 987 e: [info@armstronggardens.co.uk](mailto:info@armstronggardens.co.uk) w: [armstronggardens.co.uk](http://armstronggardens.co.uk)