

Workmanship Warranty

We warrant that the Services provided by us will be free from defect for a period of 10 years from the date of their completion. This warranty is subject to the following conditions.

In this warranty, unless the context otherwise requires, the following expressions have the following meanings:

“**Contract**” means the contract between you and us for the supply of the Services and Material(s), subject to our standard terms and conditions, copies of which are available on request;

“**Material(s)**” means the Materials and any part of them as provided by us under the Contract;

“**Property**” means the Property at which our Services were carried out;

“**Services**” means the landscaping and/or any other Services as provided by us under the Contract;

“**The Company/We/Us/Our**” means The Garden Project England Ltd, trading as the Garden Project Co, a company registered in England and Wales under number 12212739, whose registered office address is Bowden House, 36 Northampton Road, Market Harborough, Leicestershire, LE16 9HE; and

“**You/Your**” means the customer in Contract with us.

1. Our Obligations

- 1.1. Should any defect during the warranty period stated above due to our workmanship, we will, at our sole discretion:
 - 1.1.1. repair or replace the faulty Material(s) free of charge;
 - 1.1.2. undertake any corrective measures necessary for any plantings that have failed due to our workmanship, including but not limited to replanting; and
 - 1.1.3. provide any other remedies necessary in order to ensure the standard of work originally set forth by us under the Contract is met.
- 1.2. This warranty exists in addition to, and is subject to, the Contract.
- 1.3. Any repair work carried out by us or replacement Material(s) supplied by us within the warranty period will also be covered by this warranty, but only for the portion still remaining of the warranty period.
- 1.4. We will only offer this warranty provided you have complied with your obligations under the warranty and we have received payment under the Contract in full, within the required due date(s) for payment.

2. Your Obligations

- 2.1. You must ensure the Material(s) are installed (where applicable), maintained and used properly, in accordance with the Contract and our and/or the Manufacturer’s instructions. This may include, but is not limited to, watering, fertilisation, pruning and pest management.
- 2.2. You must follow all instructions related to any irrigation systems, including but not limited to scheduling, winterization, and any repairs when needed.
- 2.3. Proper maintenance and cleaning of the Material(s) is your responsibility. We can provide detailed instructions on request.
- 2.4. You must contact us as soon as possible in accordance with Clause 3 after any defect has become apparent within the Warranty Period. We will begin an investigation and any rectification procedures as soon as reasonably possible.
- 2.5. If you discover a defect in accordance with clause 2.4 above, you must allow us free access to the Property for the purpose of inspection and any necessary rectification works.

3. **How to make a warranty claim:** To make a warranty claim, you must contact us via phone at [01933 666917](tel:01933666917) or via email at hello@thegardenprojectco.co.uk. You must provide a detailed written description of the issue, along with photographic evidence where possible.

4. Warranty Exclusions

- 4.1. This warranty does not cover the following;
 - 4.1.1. any form of ground heave;
 - 4.1.2. defects or damage incurred due to incorrect installation, use, maintenance or cleaning of the Material(s) by you or any third party;
 - 4.1.3. failure by you to follow our and/or the Manufacturer’s instructions;
 - 4.1.4. if you or any third party has adjusted, modified, interfered with, altered, repaired, vandalised, misused or neglected the Material(s);

- 4.1.5. defects due to ordinary wear and tear. Outside of defects caused by our workmanship, the warranty for any Material(s) shall be limited to the extent of the manufacturer’s warranty;
- 4.1.6. defects due to atmospheric conditions at the Property;
- 4.1.7. damage to plant, trees, turf or other vegetation due to factors outside of our control such as pests, disease, or environmental stress;
- 4.1.8. if the Property is used for a purpose other than the purpose stated at the time the Contract is formed; and
- 4.1.9. defects as a result of any cause beyond our reasonable control, including, but not limited to, natural disaster, severe weather conditions, war, terrorism, fire, explosion, structural movement, collapse, subsidence and any other matters.

- 4.2. This warranty does not cover the expense of gaining access for the purposes of inspection or repair, nor does it cover any other necessary Property attendances associated with the works.
- 4.3. Where we attend the Property to investigate any alleged defect, and the defect is found to be incorrect, unjustified, not in relation to the Material(s) provided by us or as a result of any of the exclusions listed in this clause 4, we reserve the right to charge for any reasonable costs incurred by us as a result.
- 4.4. We reserve the right to request payment prior to carrying out our investigation, in which case the sum will be refunded should the problem reported prove to be justified.

5. General

- 5.1. This warranty is non-transferrable and is valid only for the Client as originally set out in the Contract.
- 5.2. The terms of this warranty cannot be amended without our prior written consent.
- 5.3. To the extent permitted by law, and except in respect of death or personal injury caused by our negligence, we accept no liability for direct, indirect or consequential loss or damage, beyond making good defects other than those excluded under clause 4.
- 5.4. If you are a consumer (as defined in the Consumer Rights Act 2015), this warranty will not affect your consumer rights.
- 5.5. This warranty is valid for the time period stipulated so long as you fulfil your obligations set out in these terms and the Contract. Any breach of your obligations may render this warranty null and void.
- 5.6. No failure or delay by us in exercising our rights under this warranty or the Contract shall be deemed to be a waiver of that right, and no waiver by us of a breach of any provision of this warranty or the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 5.7. Any part of this warranty found to be unlawful, invalid or otherwise unenforceable shall be severed from the warranty and the validity and enforceability of the remaining parts shall not be affected.
- 5.8. Except as expressly stated, no party of this warranty is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 5.9. This warranty and the Contract between us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the exclusive jurisdiction of the courts of England and Wales.