

HORTUS VIRIDIS

TERMS & CONDITIONS

MASTER CLIENT AGREEMENT & TERMS OF ENGAGEMENT

Garden Design • Planting Design • Plant Supply • Premium Planting Services

Version 2.2 – July 2026

1. Introduction

These Terms and Conditions form the agreement between Ian Thomson trading as Hortus Viridis ("Hortus Viridis") and the Client for the provision of garden design, planting design, plant procurement, planting implementation and associated consultancy services.

They should be read alongside the accompanying estimate, quotation, or fee proposal ("Quotation"), which together form the entire agreement between both parties.

By accepting an estimate or quotation, paying a deposit, instructing Hortus Viridis to commence work, or otherwise confirming acceptance in writing, the Client agrees to be bound by these Terms and Conditions.

Hortus Viridis provides a bespoke, professional service tailored to every individual project. Every garden is unique and these Terms are intended to ensure clarity, transparency and fairness throughout the design and implementation process.

2. Definitions

For the purposes of these Terms:

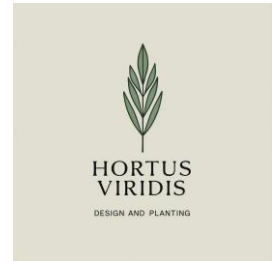
Client means the individual(s), company or organisation instructing Hortus Viridis to undertake the Services.

Hortus Viridis means Ian Thomson trading as Hortus Viridis, operating as a sole trader in England.

Quotation means the written estimate, quotation, proposal or schedule of works issued by Hortus Viridis.

Services means any combination of:

- Initial consultations
- Site surveys



- Garden design
- Planting design
- Masterplan creation
- Technical drawings
- Plant procurement
- Plant sourcing
- Plant supply
- Planting implementation
- Soft landscaping
- Project advice
- Site inspections
- Consultancy services

as detailed within the Quotation.

Works means the physical implementation of any agreed planting, soft landscaping or associated services.

Site means the property where the Services are to be provided.

Working Day means Monday to Friday excluding English public holidays.

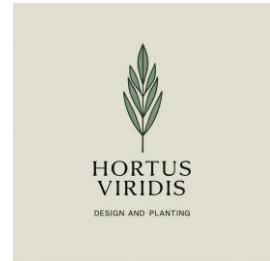
3. Scope of Services

Hortus Viridis shall exercise all reasonable skill, care and professional judgement expected of an experienced garden designer and horticultural consultant when providing the Services.

The exact scope of Services shall be those described within the Quotation.

Unless expressly stated in writing, quotations exclude:

- Planning application fees
- Structural engineering
- Drainage design
- Architectural services
- Quantity surveying



- Arboricultural reports
- Ecological surveys
- Building regulation submissions
- Party wall matters
- Utility searches
- Legal advice
- VAT (unless specifically stated)

Where specialist professional advice is required, Hortus Viridis may recommend suitably qualified third-party consultants. Any appointment shall be made directly by the Client unless otherwise agreed in writing.

4. Garden Design Services

Following the initial consultation, Hortus Viridis shall prepare a written design brief which forms the foundation of the project.

The Client is responsible for ensuring that the design brief accurately reflects their objectives before design work progresses.

The agreed design fee includes:

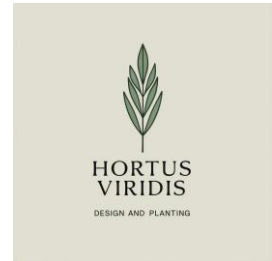
- Preparation of the agreed design stage(s)
- Presentation of design proposals
- One round of minor amendments to the concept design

Any additional revisions, redesigns or alterations requested after approval of the agreed design stage shall constitute a variation and will be charged at Hortus Viridis' prevailing hourly rate or other agreed fee.

All dimensions shown on concept drawings are indicative only unless expressly stated otherwise.

Construction details, levels and technical dimensions should not be relied upon for construction purposes unless specifically prepared as technical construction drawings.

Unless otherwise agreed in writing, Hortus Viridis does not provide structural engineering calculations, retaining wall design, drainage engineering or architectural certification.



5. Plant Supply & Procurement

Where plant procurement forms part of the agreed Services, Hortus Viridis shall use reasonable skill and care to source healthy, high-quality plants, trees and associated materials from reputable, (ideally local) UK trade nurseries and specialist suppliers.

Plant material is a living product and natural variation in size, shape, branching structure, flowering performance, foliage colour and seasonal appearance should be expected. Such variations shall not constitute defects.

Every effort will be made to source the species, cultivars and specimen sizes specified within the recommendation or approved planting plan. However, availability may change due to seasonal demand, crop failure, biosecurity restrictions or nursery supply issues.

Where specified plants become unavailable, Hortus Viridis reserves the right to substitute suitable alternatives of comparable quality, character and value.

Quotations remain valid for 30 calendar days, unless otherwise stated.

Plant prices, nursery stock and material costs are subject to supplier price changes beyond this period. Any increases imposed by suppliers after the quotation validity period may be passed to the Client.

All plants, trees and materials supplied remain the property of Hortus Viridis until all outstanding invoices relating to the project have been paid in full.

6. Planting & Installation Services

Where planting or soft landscaping forms part of the agreed Services, Hortus Viridis shall carry out the Works using reasonable skill, care and accepted horticultural good practice.

Works shall generally include:

- Site preparation, where specified
- Soil improvement, where included within the quotation
- Plant positioning
- Professional planting
- Initial watering
- Mulching, where included within the quotation
- Site clearance relating to the Works

Unless specifically stated within the Quotation, the following are excluded:



- Ongoing maintenance
- Regular watering
- Lawn maintenance
- Hedge trimming
- Pruning after establishment
- Irrigation system servicing
- Pest and disease management
- Fertiliser applications following completion

Following Practical Completion, responsibility for routine maintenance transfers immediately to the Client - unless a separate maintenance agreement has been entered into with Hortus Viridis.

Hortus Viridis reserves the right to employ suitably qualified subcontractors or specialist suppliers where necessary. Responsibility for coordinating such subcontractors shall remain with Hortus Viridis where they have been directly appointed by Hortus Viridis.

Manufacturer warranties relating to third-party products shall be passed to the Client where applicable.

7. Programme, Timescales & Seasonal Working

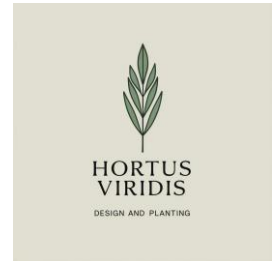
Any commencement dates, programme durations or completion dates provided by Hortus Viridis are estimates only and shall not constitute contractual completion deadlines unless expressly agreed in writing.

Garden design, planting and landscaping are heavily influenced by weather, seasonal growing conditions and plant availability.

Accordingly, Hortus Viridis reserves the right to amend agreed programmes where necessary to maintain appropriate standards of workmanship, protect plant health or ensure the safety of personnel.

Works may be postponed where conditions including, but not limited to:

- Prolonged drought
- Waterlogged ground
- Snow or ice
- Frozen soil



- Extreme heat
- Severe storms
- High winds

would make planting or installation unsuitable.

Such delays shall not constitute a breach of contract.

Where the Client requests work to proceed contrary to professional advice regarding seasonal conditions or weather suitability, Hortus Viridis reserves the right to decline such instruction or proceed only on the basis that any associated plant establishment guarantee becomes void.

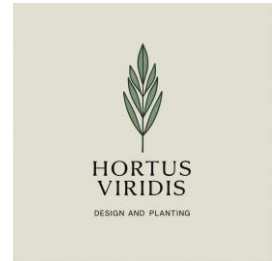
8. Variations to the Services

The Quotation is prepared based upon the agreed project brief at the time it is issued.

Any instruction from the Client that changes the agreed scope of the Services shall constitute a Variation.

Variations may include, but are not limited to:

- Additional site visits
- Changes to the design
- Amended layouts
- Revised planting plans
- Additional planting
- Additional procurement



- Alterations requested during installation
- Additional labour arising from Client instructions

Before undertaking any Variation, Hortus Viridis shall notify the Client of any adjustment to:

- Fees
- Material costs
- Programme duration
- Completion dates

No Variation shall be undertaken until agreed by both parties, except where immediate action is reasonably necessary to protect plant material, property or health and safety.

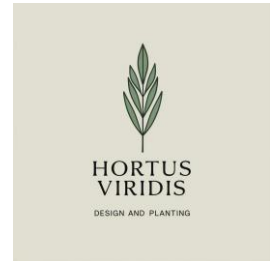
Where previously completed design work requires substantial redesign due to changes in the Client's brief, additional design fees shall apply.

9. Client Responsibilities

The successful delivery of every project depends upon timely cooperation from the Client.

The Client agrees to:

- Provide accurate information regarding the Site
- Disclose known planning restrictions, covenants, easements, Tree Preservation Orders and Conservation Area status
- Provide safe and uninterrupted access during agreed working hours
- Provide access to water and electricity, where reasonably required



- Obtain any permissions required from neighbours, landlords or managing agents
- Ensure pets and children are kept safely away from active working areas
- Respond promptly to design approvals and project queries
- Make payments in accordance with the agreed payment schedule

The Client is responsible for ensuring Hortus Viridis is informed of the location of all known underground services, including but not limited to:

- Irrigation systems
- Electrical cables
- Garden lighting
- Robotic mower boundary wires
- Drainage runs
- Water pipes
- Gas services
- Communication cables

Hortus Viridis shall not be liable for damage to concealed services that were not disclosed or could not reasonably have been identified before work commenced.

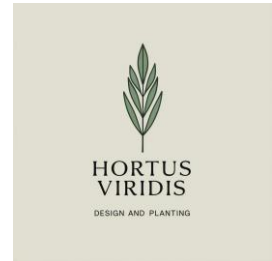
The Client shall ensure vehicles belonging to Hortus Viridis and its suppliers can obtain reasonable access to the Site. Parking restrictions, permits, congestion charges or similar access costs shall remain the Client's responsibility unless otherwise agreed.

Where delays occur because approvals, access or information are not provided within a reasonable period, Hortus Viridis reserves the right to revise the programme and recover any additional costs reasonably incurred.

10. Planning, Statutory Requirements & Professional Advice

Unless expressly stated within the Quotation, Hortus Viridis does not undertake planning applications, building regulations submissions, structural engineering, drainage engineering, arboricultural surveys, ecological surveys, Party Wall matters or legal services.

The Client remains solely responsible for obtaining any planning permission, listed building consent, Conservation Area consent, Tree Preservation Order consent, Building Regulations approval or any other statutory approval required for the project.



Whilst Hortus Viridis may provide informal guidance on planning matters where requested, such guidance shall not constitute planning, legal or professional planning advice and should not be relied upon as such.

Where specialist reports or professional input are required, Hortus Viridis may recommend appropriately qualified consultants. Any appointment shall normally be made directly by the Client unless otherwise agreed in writing.

Hortus Viridis accepts no liability for delays, costs or enforcement action arising from the Client's failure to obtain any necessary statutory approvals.

11. Site Conditions & Unforeseen Circumstances

Quotations are prepared based upon the visible site conditions at the time of inspection.

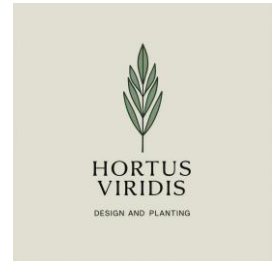
Unless otherwise stated, quotations assume that normal garden conditions exist.

The discovery of unforeseen site conditions may require additional work and additional cost.

These may include, but are not limited to:

- Buried foundations
- Concrete or rubble
- Tree roots
- Underground structures
- Unexpected drainage
- Contaminated soil
- Asbestos
- Invasive plant species
- Archaeological remains
- Concealed utilities
- Unstable ground
- Excessive stone or chalk
- Made ground or imported fill

Where such conditions are encountered, Hortus Viridis shall notify the Client as soon as reasonably practicable.



No obligation shall exist to continue the affected element of the Works until the additional work, revised costs and revised programme have been agreed.

Where hazardous materials are discovered, Hortus Viridis reserves the right to suspend work immediately until specialist advice has been obtained.

12. Fees, Deposits & Payment Terms

The fees payable shall be those stated within the Quotation.

Unless otherwise agreed in writing, payments shall be made as follows.

Garden Design Services

A non-refundable booking deposit of 50% of the agreed design fee is payable before design work commences.

The remaining balance shall become due upon issue of the final agreed design package.

Plant Procurement

Payment covering 100% of all plant stock, trees, bulbs, materials and supplier costs shall be received in cleared funds before any orders are placed.

Plant orders cannot be confirmed until payment has been received.

Installation Services

Labour, planting implementation and any associated site works shall be invoiced upon Practical Completion unless an alternative staged payment schedule has been agreed.

Payment shall be made within seven calendar days of the invoice date by bank transfer to the Hortus Viridis Business Bank Account supplied or through our payment provider outlined (e.g. Stripe or Tyl).

Time shall be of the essence in relation to all payments.

13. Late Payment

If payment is not received by the due date, Hortus Viridis reserves the right to:

- Suspend all ongoing Services
- Postpone future site visits
- Delay procurement
- Withhold drawings and design documents



- Postpone delivery of plant material
- Postpone installation works

Interest may be charged on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

The Client shall also reimburse any reasonable costs incurred by Hortus Viridis in recovering overdue debts, including legal costs, court fees, debt recovery charges and tracing costs where reasonably incurred.

The Client shall not withhold payment or apply any set-off against invoices unless required by law.

14. Limited Plant Establishment Guarantee

Plants are living organisms whose long-term health depends upon weather conditions, soil conditions and appropriate aftercare.

Accordingly, no guarantee can be given that every plant will survive following installation.

Subject to the conditions below, Hortus Viridis provides a Limited Plant Establishment Guarantee from the date of Practical Completion.

This Guarantee applies only to plant material supplied and installed by Hortus Viridis.

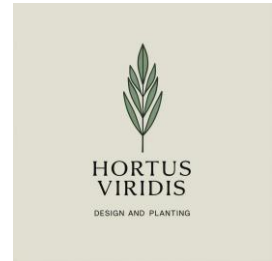
The maximum liability under this Guarantee shall not exceed 25% of the total value of the plant material supplied for the relevant project.

The Guarantee is conditional upon:

- Appropriate watering, by the Client
- Appropriate seasonal care, by the Client
- Protection from physical damage, by the Client
- Reasonable horticultural maintenance, by the Client
- Compliance with any written aftercare guidance supplied, by Hortus Viridis

The Guarantee shall not apply where plant loss or deterioration results from:

- Drought
- Under-watering
- Irrigation failures
- Over-watering



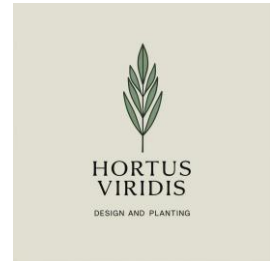
- Flooding
- Waterlogging
- Frost
- Snow
- Heatwaves
- Exceptionally high winds
- Vandalism
- Theft
- Pets
- Wildlife
- Rabbits
- Deer
- Insect pests
- Fungal diseases
- Herbicide damage
- Construction works
- Excavation
- Changes in drainage
- Soil contamination
- Neglect
- Failure to follow aftercare advice

Any claim must be submitted in writing within fourteen calendar days of the issue first becoming apparent and supported by clear photographs.

Hortus Viridis reserves the right to inspect the affected planting before agreeing any replacement.

Replacement of eligible plant material shall constitute the Client's sole remedy.

No liability shall exist for labour costs, travel costs, consequential loss or compensation beyond replacement plant material.



15. Existing Gardens & Planting

Hortus Viridis shall exercise reasonable care whilst working around existing gardens.

However, no responsibility is accepted for the future health, performance or survival of existing trees, shrubs, lawns or planting affected by:

- Altered drainage
- Excavation
- Root disturbance
- Soil improvement
- Shading
- Changes in moisture levels
- Weather conditions
- Natural competition
- Unavoidable horticultural operations

Where existing plants are considered unsuitable, diseased or in decline, any recommendations provided by Hortus Viridis shall represent professional opinion only.

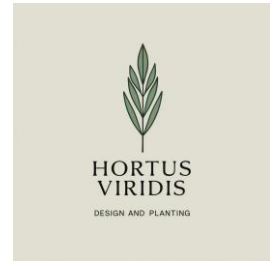
The final decision regarding retention or removal shall remain the Client's responsibility.

16. Practical Completion & Acceptance

Practical Completion shall occur when the agreed Services have been substantially completed and are capable of being used for their intended purpose, notwithstanding minor defects or seasonal horticultural matters that do not materially affect the overall quality or function of the Works.

The Works shall be deemed accepted upon the earliest of:

- Written acceptance by the Client
- Payment of the final invoice
- Beneficial use of the completed Works by the Client; or
- Fourteen calendar days after Practical Completion, provided no material defects have been notified in writing



The Client shall notify Hortus Viridis promptly of any genuine defects requiring attention.

Minor matters including, but not limited to:

- Seasonal variation
- Leaf drop
- Transplant shock
- Natural settlement
- Expected plant establishment
- Normal pruning requirements
- Minor mulch settlement

shall not constitute defects and shall not justify withholding payment.

17. Intellectual Property & Copyright

All copyright, design rights and other intellectual property rights in all drawings, planting plans, specifications, schedules, reports, visualisations, sketches, CAD drawings, photographs and associated documentation produced by Hortus Viridis shall remain the exclusive property of Hortus Viridis unless otherwise agreed in writing.

Upon receipt of full payment of all outstanding fees, the Client is granted a non-exclusive, non-transferable licence to use the completed design solely for the Site identified within the Quotation.

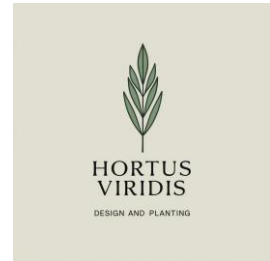
The Client shall not:

- Reproduce the design at another property
- Sell, copy or distribute the design
- Permit third parties to reproduce the design
- Modify the design for commercial purposes without written permission

No intellectual property rights shall transfer until all outstanding invoices have been settled in full.

Unauthorised use of any design documentation may result in legal action to recover damages and associated costs.

18. Professional Judgement



Hortus Viridis shall exercise reasonable professional judgement throughout the delivery of the Services.

Where site conditions, plant availability, seasonal factors or horticultural considerations make the original proposal inappropriate or impractical, Hortus Viridis reserves the right to recommend reasonable modifications in the interests of achieving the best long-term outcome.

No recommendation shall be made without consultation with the Client wherever reasonably practicable.

Nothing within these Terms shall require Hortus Viridis to undertake work that, in its reasonable professional opinion, would compromise plant health, safety, legal compliance or recognised horticultural good practice.

19. Photography & Marketing

Unless the Client notifies Hortus Viridis in writing before commencement of the Services, Hortus Viridis reserves the right to photograph the Site before, during and after completion of the Works.

Images may be used anonymously for:

- Portfolio purposes
- Marketing material
- Social media
- Website content
- Award submissions
- Editorial publications
- Lectures or presentations

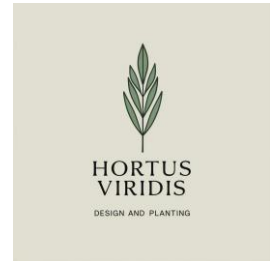
No personal information, postal address or identifying details of the Client shall be disclosed without prior consent, unless required by law.

All reasonable efforts will be made to avoid photographing identifiable occupants, vehicles or personal possessions.

20. Suspension & Termination

Either party may suspend or terminate the Services by written agreement.

Hortus Viridis may suspend the Services immediately where:



- Invoices remain unpaid beyond their due date
- Safe access to the Site cannot be maintained
- Abusive or threatening behaviour occurs
- Statutory approvals have not been obtained
- Circumstances arise that make continuation unsafe or unlawful

Where the Client requests suspension of the project, all work completed to the suspension date shall become immediately payable.

If the suspension exceeds three months, Hortus Viridis reserves the right to review:

- Programme dates
- Material prices
- Supplier quotations
- Design fees
- Labour costs

Any revised costs shall be discussed with the Client before work recommences.

Either party may terminate the agreement where the other commits a material breach and fails to remedy that breach within fourteen calendar days of receiving written notice.

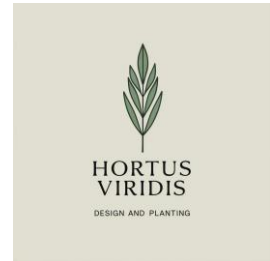
Termination shall not affect any accrued rights, outstanding payments or intellectual property rights.

21. Limitation of Liability

To the fullest extent permitted by law, the total aggregate liability of Hortus Viridis arising from the Services, whether in contract, negligence or otherwise, shall not exceed the total fees actually paid by the Client for the relevant project.

Hortus Viridis shall not be liable for:

- Indirect loss
- Consequential loss
- Loss of profit
- Loss of business opportunity
- Diminution in property value



- Loss arising from delays beyond reasonable control
- Failure of existing planting not supplied by Hortus Viridis

Nothing within these Terms shall exclude or limit liability for:

- Death or personal injury caused by negligence
 - Fraud or fraudulent misrepresentation
 - Any liability which cannot legally be excluded under the laws of England and Wales
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22. Force Majeure

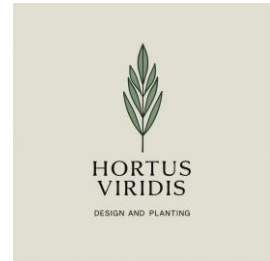
Neither party shall be liable for any delay or failure to perform its obligations where such delay results from circumstances beyond its reasonable control.

Such circumstances include, but are not limited to:

- Extreme weather
- Flooding
- Drought
- Severe storms
- pandemics
- Government restrictions
- Industrial disputes
- Transport disruption
- Plant disease outbreaks
- Biosecurity restrictions
- Fire
- Supplier insolvency
- Serious illness

Where a Force Majeure event continues for an extended period, both parties shall discuss appropriate arrangements for rescheduling, suspension or termination of the Services.

23. Notices



Any notice relating to these Terms shall be given in writing by email or first-class post to the addresses specified within the Quotation.

Electronic communications shall be deemed received on the next Working Day following transmission unless evidence suggests otherwise.

24. Entire Agreement

These Terms, together with the Quotation, constitute the entire agreement between the parties and supersede all previous discussions, correspondence, negotiations and understandings relating to the Services. No variation shall be binding unless confirmed in writing by both parties.

25. Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

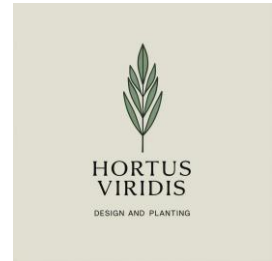
26. Third Party Rights

Nothing within these Terms shall confer any benefit upon any person who is not a party to this agreement, and no third party shall have any right to enforce any provision under the Contracts (Rights of Third Parties) Act 1999.

27. Consumer Cancellation Rights

Where these Terms relate to a contract entered into away from Hortus Viridis' business premises and the Client is acting as a consumer, the Client may have statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Where the Client requests that Services commence during the statutory cancellation period, the Client agrees that Hortus Viridis may charge for Services and materials supplied up to the date of cancellation, together with any non-returnable or bespoke goods ordered specifically for the project.



Nothing in these Terms affects the Client's statutory consumer rights.

28. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

The parties shall endeavour to resolve any dispute amicably through good faith discussions before commencing legal proceedings.

Should a dispute remain unresolved, the courts of England and Wales shall have exclusive jurisdiction.

29. Acknowledgement and Acceptance

By accepting the Quotation, paying any deposit, instructing Hortus Viridis to commence the Services or otherwise confirming acceptance in writing by typing your name below and returning this document via email, or by explicitly confirming your acceptance via email, the Client confirms that they have read, understood and agree to be bound by these Terms and Conditions and the associated estimate.

Signed on behalf of Hortus Viridis

Ian Thomson

Trading as Hortus Viridis

Signed on behalf of Client

Printed Name: _____

Title (if applicable): _____

Date: _____