NICHOLSONS

Nicholson Nurseries Ltd- Garden Management
Terms and Conditions for Private business – Effective from the 1st November 2026

These are terms and conditions for the client contract of the garden management department and support Nicholsons general terms and conditions.

1. GENERAL

1.1 All gardening services are subject to suitable weather conditions. Nicholsons reserves the right to reschedule or amend planned visits at short notice in the event of adverse weather to ensure safety and the quality of work.

2. PRICING

2.1 The pricing outlined below applies under a private client agreement and does not constitute commercial contract pricing. For information regarding commercial rates, please contact the office directly.

2.2 Annual price review with a period of notice given (30 days)

2.3 VAT at rate subject to legislation change.

2.4 Our minimum visit frequency stipulates that we require one full day (8 hours) a week with the team, unless otherwise agreed with the company.

2.5 A basic full day's (8hrs) visit will be £275 + vat, per gardener. This includes travel time to and from your property.

2.6 When a regular Head Gardener is required for your garden, you will be enrolled on to the premium client package at a rate of £295 + vat. Benefits are outlined in our Garden Management brochure.

2.7 Working outside of normal Monday to Friday 7.30am-4.30pm hours may be required in exceptional circumstances and if available, the time will be charged at £295 + vat, per day.

3. THE WORKING DAY

3.1 The team may temporarily leave the site to collect materials, dispose of waste if required or use welfare facilities if none are available onsite.

3.2 During the gardener's day, they will take two half-hour breaks, one in the morning at approx. 10am and for lunch at 1pm (you do not pay for this break time).

3.3 On occasions where a half day has been agreed, the time allocated consists of a chargeable visit time of four hours which includes travel both ways with one unpaid half-hour break.

3.4 At the end of each visit the gardeners are required to fill out a diary page, logging the work they have undertaken and outlining any sundries used. This will be carried out on a work mobile and will be completed in your allocated time.

3.5 It can be arranged for the Diary Pages to be sent you (including photos) for consistent updates about your garden.

Any additional administration, quotations or planning for your garden will be undertaken in your allocated gardening time.

4. ADDITIONAL CHARGES AND PARKING

4.1 For small to medium sized gardens, the rate includes the use of ready to use sprays; pest, disease and weed sprays, tying in twine and slug pellets. Any full bottles used will be charged for.

4.2 Small bags of green waste are removed for free. If a trailer of green waste is required for small amounts of waste, this is charged at £25 + vat, per load. If the load requires a larger trailer this is charged at £65 +vat per load.

4.3 Our gardeners will usually park their vans on your premises. If your residence is in a parking permit area, you will need to provide a permit for parking or if there is parking on a meter, please advise of the charges at the time of booking. Any costs incurred for parking will be charged to you through invoicing.

4.4 Equipment charges (+ vat, per day)

Ride on mower	£120
Scarifier	£65
Turf Stripper	£65
Large Rotavator	£65
Pressure Washer	£65
Allen Scythe	£65
Scarifier	£50
Small Rotavator	£25

4.5 Sundries (0.3m³, loose, + vat)

Fine Bark Mulch	£30
Course Bark Mulch	£28
Manure	£25

4.6 Herbicide/Insecticide application
(charged by volume of chemical used, + vat)

Up to 0.5 litres	£10
0.5 – 1.5 litres	£30
Up to 2.5 Litres	£50

4.7 Consultancy (per hour, + vat)

Management programme and/or design	£90

5. INVOICING

5.1 We invoice for all gardening at the end of each month, and our payment terms are 14 days from date of invoice. This will include any plants or materials that have been used for your garden.

5.2 Any invoices not settled by the due date may be subject to interest charges at a rate of 8% per annum above the base rate set by the Bank of England, calculated from the due date until payment is received in full.

5.3 Services may be suspended if invoices remain unpaid beyond 30 days.

5.4 Ownership of plants or materials supplied remains with the company until full payment is received.

6. CANCELLATION POLICY

If you need to cancel a visit, we require one week's notice to avoid any cancellation fees, which will be changed at the full stated daily rate.

6.1 If you would like to cancel any further calls completely with our department, we require one months' notice.

7. REVIEW POLICY
7.1 The garden maintenance agreement will be formally reviewed after a period of six months to assess whether both parties wish to continue. Should either party decide not to proceed, a minimum of one month's written notice will be required.

8. HEALTH AND SAFETY IN THE GARDEN
8.1 Pets must be secured during working hours

8.2 The company reserves the right to refuse unsafe work or halt work if safety risks are identified.

8.3 On your first visit with our team, a full Risk Assessment will take place in accordance with our health and safety policy. Your designated gardener will complete this task using their work phone and will take around half an hour. The risk assessments will be routinely checked by any gardeners that enter the garden and will be revised accordingly.

8.4 If any work at height is required, we will organise for two gardeners to attend the garden, which will be charged at an additional full day's rate.

8.5 Any chainsaw work that needs to be carried out will require two people in the garden for health and safety.

8.6 Any work near or in water such as ponds or lakes, which may require specialist PPE, will require two gardeners to attend.

8.7 For any works that involve using the client's own equipment such as ride-on mowers, we will require a copy of the service records as per the manufacturer's guidance

9. CONSERVATION AREAS AND TREE PROTECTION ORDERS
9.1 Prior to undertaking any work within a conservation area, we will review the relevant council guidelines to ensure the work can be carried out in compliance with conservation practices.

9.2 Where work is agreed, the necessary application for permission will be submitted to the relevant authority by a member of our administration team, and we will wait for the relevant consideration period, including any comments or objections.

9.3 Any associated administrative costs will be advised prior to an application being submitted.

10. BIO SECURITY
10.1 In line with the company's biosecurity practices, gardeners will wipe down tools between garden visits where possible. This helps reduce the potential risk of contamination and the spread of pests or diseases between gardens

10.2 Box blight may take longer than expected to deal with as the gardeners will need to clean their blades after every cut. Buxus clippings and plants removed will be bagged up separately, cable-tied in bag and disposed of in the general waste skip if bringing waste back to yard. Ideally, dispose of waste on site.

10.3 If you believe that box-blight or box caterpillar may be present in your garden, please let us know. We will be happy to assess the situation and advise on appropriate management options where required.

11. RECRUITMENT FEES
11.1 During the course of this agreement, and for a period of 12 months following the termination of services, the client agrees not to directly or indirectly employ, engage, or contract any current or former employee, gardener, or subcontractor of Nicholsons to undertake gardening, landscaping, or related services at their property.

11.2 This restriction applies whether the services are arranged personally, through another company, or via any third party.

11.3 If the client chooses to engage or employ a current or former Nicholsons employee within the 12-month restricted period, the client agrees to pay Nicholsons a recruitment fee of 10% of the last 12 months' invoice will be applied.

11.4 This fee reflects the recruitment, training, relationship building, and operational investment made by Nicholsons in assigning and managing professional gardeners.

11.5 We ask Clients not to approach Nicholsons employees or subcontractors to provide services privately outside of the company during the period of their employment.

11.6 Nicholsons employees are contractually prohibited from seeking to work directly for company clients. If such a situation arises, clients are asked to notify the Nicholsons immediately.

11.7 If a client wishes to terminate their agreement with Nicholsons in order to engage a current or former gardener directly, the client must provide one month's written notice, in addition to payment of the referral fee described above.

11.8 Nicholsons reserves the right to recover any reasonable costs, including administrative or legal costs, associated with enforcing this policy if the terms are breached.

12. PHOTOGRAPHY AND MARKETING
12.1 Nicholsons reserves the right to photograph and record images of the garden for the purposes of documentation, portfolio development, and marketing. All such materials will be used in a manner that respects client confidentiality, and no personal information or identifying details will be disclosed without prior consent.