



MODEL CERTIFICATES AND OTHER FORMS 2019

for use with

JCLI LANDSCAPE CONTRACT FOR A HOME OWNER / OCCUPIER who has Appointed a Consultant to Oversee the Work 2019 (JCLI HLC/C)

1 INTRODUCTION

- 1.1 This document includes model forms with guidance notes to assist consultants in producing the documents the consultant is required to produce by the 2019 revision of the JCLI Landscape Contract for a Home Owner/Occupier who has Appointed a Consultant to Oversee the Work (JCLI HLC/C) (the "Landscape Contract") on their own forms. In the interests of standardisation, consultants should use the basic layout and format of the model forms.
- 1.2 The model forms (in 'Word' format for completion and use by consultants) and this document are available as free downloads from www.sgd.org.uk.
- 1.3 The Landscape Contract clause E1 has three options for paying the contractor. Which of the model certificates should be used depends on which option for payment has been chosen. Option 3 is the only option where the consultant certifies the amounts to be paid, and does it by using the Periodic Instalment Certificate and Final Periodic Instalment Certificate. For additional details see the Landscape Contract clauses.

Option 1: 2 payments:

- Single 95% payment when the consultant issues the All Work Finished Certificate;
- and the remaining 5% when the consultant issues the All Faults Put Right Certificate.

Option 2: Stage payments:

- Stage instalments of the amounts stated against each defined stage in the Landscape Contract clause E1 (option 2) payable when the consultant issues a Stage Finished Certificate, or in the case of the last stage when the consultant issues the All Work Finished Certificate, which together total 95% of the total amount;
- and the remaining 5% when the consultant issues the All Faults Put Right Certificate.

Option 3: Periodic payments:

- Periodic instalments at the intervals stated in the Landscape Contract clause E1 (option 3) of the amounts certified by the consultant, payable when the consultant issues a Periodic Instalment Certificate, until the consultant issues the All Work Finished Certificate, each certificate representing 95% of the work done less previous amounts certified;
- and the amount certified by the consultant on a Periodic Instalment Certificate after the consultant issues the All Work Finished Certificate, representing 95% of the value of the work done less previous amounts certified;
- and the amount certified by the consultant on the Final Periodic Instalment Certificate after the consultant issues the All Faults Put Right Certificate, representing 100% of the total price less previous amounts certified.

2 GUIDANCE NOTES ON MODEL FORMS

2.1 General

2.1.1 If appropriate, revise "I" to "we"

2.1.2 Distribution: add to list as appropriate for the particular project.

2.2 Consultant's Instruction

2.2.1 Add "Approximate" before "Value of previous instructions", "Value of this instruction" and "Adjusted Total" if exact values are not known.

2.2.2 In order for the sums to work easily on all forms and in accordance with standard practice, any contingency sum included in the Contract Price should be omitted on the first instruction.

2.3 Stage Finished Certificate

2.3.1 This certificate should only be used when the stage instalments option is chosen in the Landscape Contract clause E1 (the second option).

2.3.2 If there is any minor work which has not been finished for the stage being certified as finished then it should be listed on the certificate by adding:

“ subject to the following outstanding work being finished before all the work is finished:
1 -----
2 -----
3... “

2.4 Periodic Instalment Certificate

2.4.1 This certificate should only be used when the periodic instalments option is chosen in the Landscape Contract clause E1 (the third option).

2.4.2 Certificates should be issued at the frequency inserted in that clause and within 14 days after the date of the All Work Finished Certificate.

2.4.3 “This is not a Tax Invoice” should always be included.

2.5 All Work Finished Certificate

2.5.1 This certificate should be used for each of the three options in the Landscape Contract clause E1.

2.5.2 If there is any minor work which has not been finished because it is not possible to do the work (due to seasons or availability of materials or similar) then it should be listed on the certificate with dates by which the work must be done by adding:

“ subject to the following outstanding work:
1 ----- being finished by -----
2 ----- being finished by -----
3... “

2.6 All Faults Put Right Certificate

2.6.1 This certificate should be used for each of the three options in the Landscape Contract clause E1.

2.6.2 Modify the wording of the certificate if appropriate. In some cases it may have been agreed that one or more of the listed faults need not be corrected either because it has been agreed that it is not a fault or, for example, because the customer has agreed that the fault need not be corrected. In the latter case an adjustment to the price for the work should be agreed.

2.6.3 When the periodic instalments option for payment is chosen in the Landscape Contract clause E1 (the third option), this certificate must be issued before (or at the same time as) the Final Periodic Instalment Certificate is issued.

2.7 Final Periodic Instalment Certificate

2.7.1 This certificate should only be used when the periodic instalments option is chosen in the Landscape Contract clause E1 (the third option).

2.7.2 This certificate should be issued within 14 days after the date of the All Faults Put Right Certificate.

2.7.3 “This is not a Tax Invoice” should always be included.

Care has been taken in preparing the Model Certificates, Forms and associated Guidance they should not be treated as a definitive legal interpretation or commentary. Users are reminded that the effect in law of the provisions of the JCLI Consultancy Agreement for a Home Owner / Occupier Appointing a Consultant to Provide Consultancy Services in Relation to Landscape Work (JCLI HCA) and the JCLI Landscape Contract for a Home Owner / Occupier who has Appointed a Consultant to Oversee the Work (JCLI HLC/C) is, in the event of a dispute as to that effect, a matter for decision in adjudication, arbitration or litigation.

Changes in 2019 revision compared to 2011 version

- 1 Minor clarification to guidance notes, but no revisions to forms.
- 2 Dates updated and 'About us' section below updated.

About us

JCLI contracts are well respected standard forms of contract for the landscape industry. They are produced by organisations within the industry but agreed by the JCLI Contracts Forum which represents all parts of the landscape industry. The members of the Forum are listed below.



Members

Association of Professional Landscapers
British Association of Landscape Industries
Horticultural Trades Association
Institute of Chartered Foresters
Landscape Institute
Society of Garden Designers

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COMPANY LETTERHEAD

CONSULTANT'S INSTRUCTION

Project:
Works: Garden
situated at:

Serial No:

Reference:

Issue Date:

Employer:
address:

Contract Dated:

Contractor:
address:

Sheet: of

Under the terms of the above Contract, I issue the following instructions:

Item No		£ omit	£ add

Signed: _____ **Consultant**

Distribution:	Amount of Contract Price (inc VAT)	£	
Customer	Value of previous instructions (inc VAT)	£	_____
Contractor		£	
File	Value of this instruction (inc VAT)	£	_____
	Adjusted Total Price (inc VAT)	£	

COMPANY LETTERHEAD

STAGE FINISHED CERTIFICATE

Project:
Works: Garden
situated at:

Serial No:

Reference:

Issue Date:

Employer:
address:

Contract Dated:

Contractor:
address:

Under the terms of the above Contract, I certify that in my opinion stage *xx* was finished on *xx month xxxx*,

Signed

Consultant

Distribution: Customer, Contractor, File

COMPANY LETTERHEAD

PERIODIC INSTALMENT CERTIFICATE

Project:
Works: Garden
situated at:

Serial No:

Reference:

Issue Date:

Employer:
address:

Contract Dated:

Contractor:
address:

Total value of work executed by <i>xx month xxxx</i> (inc VAT)	£	_____
95% of total value above (inc VAT)	£	
Less amounts previously certified (inc VAT)	£	_____
TOTAL (including VAT)		£

I certify that under the terms of the above Contract the amount for payment by the Customer to the Contractor on this certificate is **xxxx thousand xxxx hundred and xxxx pounds and xxxx pence** (inclusive of VAT).

Signed _____ Consultant

This is not a Tax Invoice

Distribution: Customer, Contractor, File

COMPANY LETTERHEAD

ALL WORK FINISHED CERTIFICATE

Project:
Works: Garden
situated at:

Reference:

Issue Date:

Employer:
address:

Contract Dated:

Contractor:
address:

Under the terms of the above Contract, I certify that in my opinion all of the work was finished on *xx month xxxx*,

The period stated in Condition 7(b) will expire on *xx month xxxx*,

Signed _____ **Consultant**

Distribution: Customer, Contractor, File

COMPANY LETTERHEAD

ALL FAULTS PUT RIGHT CERTIFICATE

Project:
Works: Garden
Situated at:

Reference:

Employer:
address:

Issue Date:

Contractor:
address:

Contract Dated:

Under the terms of the above Contract, I certify that the Contractor has put right all of the faults on my list dated *xx month xxxx*

Signed: _____ **Consultant**

Distribution: Customer, Contractor, File

COMPANY LETTERHEAD

FINAL PERIODIC INSTALMENT CERTIFICATE

Project:
Works: Garden
situated at:

Serial No:

Reference:

Issue Date:

Employer:
address:

Contract Dated:

Contractor:
address:

Total value of work executed by *xx month xxxx* (inc VAT) £ _____

Less amounts previously certified (inc VAT) £ _____

TOTAL (including VAT) £

I certify that under the terms of the above Contract the amount for payment by the Customer to the Contractor on this certificate is **xxxx thousand xxxx hundred and xxxx pounds and xxxx pence** (inclusive of VAT).

Signed _____ **Consultant**

This is not a Tax Invoice

Distribution: Customer, Contractor, File