



Terms and Conditions Commercial Clients

We are very keen to provide a quality service and a high level of customer satisfaction. Please take a few minutes to read the information below as this forms part of the terms and conditions of the contract between us.

We are the **Contractor** – undertaking the works ('Us' 'We') and **You** are the **Client** – instructing **us** to carry out the works referred to in the Quote.

Once our Quote has been accepted by **you**, we will confirm when we are able to start the works and once the start date is confirmed, **you** will have agreed to accept the following terms and conditions.

1. Any amendments to the contract must be made in writing and agreed to by **us** before the amendment(s) can apply to the contract.
2. If any errors are identified in our quotation, prior to works commencing, **we** reserve the right to revise the quotation. If **You** do not agree to accept the terms of the revised quotation, **you** can cancel the contract without charge before the revised works start. If errors are discovered after the works have started, and **you** wish to cancel the contract, **you** will only be liable for any expenses incurred and the costs of the works that we have carried out up to the date the contract is cancelled.
3. This quotation is valid for 30 days from the date of issue. **We** may have to requote for the works after 30 days have expired.
4. In the event of a variation to the quotation because of:
 - a. amendments to works required prior to arriving on site, or
 - b. changes in site/ground conditions that were referred to in the quote, or
 - c. any additional works requested/required whilst on site,
 - d. trees containing metal, stone or other hidden obstructions;

our quotation will be revised in writing, either electronically in advance, or by email on the start day of work, with agreed amendments to be signed for or confirmed by email by **us** and **you**.

5. **Delay to Works:** Our quote is based on a single visit for completion of the works quoted, unless otherwise stated in the quote. Any delay to works due to health and safety or ecological reasons, including, but not limited to, nesting birds, bats, wasps, bees, or for incidents outside of our control such as complaints from public/residents, parking, traffic control issues, access issues to the site or delays caused by other contractors or deliveries on site will be charged at 50% of the quoted works for loss of earnings. Expenses such as traffic management and road closures, plant, including MEWPS, tracked chippers, cranes, etc, as well as other contractors and parking suspension will be fully chargeable to **you** as a result of any such delay.
6. We would advise **you** / the site owner to seek advice from a qualified ecologist prior to any works commencing. Alternatively, **we** can carry out an inspection report for nesting birds at £300+VAT and £500+VAT for a bat inspection.
7. **Prior to works being carried out:** In order to comply with the duty of care owed to all visitors to the site, it is **your** responsibility to ensure that the work area is clear of any faeces, debris, needles, or any other substances or article that **we** consider to be potentially harmful. **We** reserve the right to cancel work if **we** consider the site or work area to be potentially harmful. Any works cancelled for this reason will incur a fee of 50% of the quoted fee. Any expenses incurred in relation to, for example, parking suspension, traffic management or hired equipment will be fully chargeable to **you**.



8. We would advise **you** to obtain all relevant consents relating to the trees on the site that are referred to in the quote. Following written/verbal instructions from the **client**, **we** can check with the Local Planning Authority (LPA):
- Whether the tree(s) are the subject of a Tree Preservation Order
 - Whether the trees are located within a Conservation Area
 - We will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions/consultations are required, i.e. Natural England/Environment Agency.

Please note, if **we** undertake the necessary LPA application/notification an appropriate administrative charge of £50.00 may be incurred. Similarly, a charge may be incurred for obtaining a Forestry Commission felling licence.

9. **We** shall not be liable in damages, or otherwise, because of non-performance of this Contract arising from circumstances beyond our control. These include, but are not limited to factors such as, adverse weather conditions, strikes, lock-outs, war and civil commotion; or lack of adequately skilled labour due to causes beyond our control.
10. Where works are proposed to third party trees, i.e. 'neighbour's trees', **we** will require written confirmation from the tree owner that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the works' site, then permission is not required but it is best if **your** neighbour is advised of the proposed works and start date where practicable.
11. All waste from the works (inc. twigs/branches/woodchips/logs/trunks/foliage etc) will be removed from site and become **our** property unless specifically stated otherwise in the quotation.
12. Stump-grinding will be to a maximum depth of 300mm below the adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. All grindings will be left in situ. **You** must advise **us** of any underground services near the stump prior to starting the works.
13. All works will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
14. On completion of the works, an invoice will be raised, and payment is required within 30 days of the date of the invoice. **We** reserve the right to charge interest on the outstanding balance at the rate of 5% above the Bank of England base rate at the time. Any interest on any outstanding sums will be calculated on a daily basis.

You are required to pay **our** invoice in full without any deduction, set-off or counterclaim whatsoever from, or against the invoice except as required by law and regardless of any delays in delivery/Installation or performance or any corrections or adjustments to the quote or any delay in payment to **you**.

In the unlikely event that **we** have to take formal action against **you** to recover any outstanding sums, **you** hereby agree to meet all of the management, legal and other costs and expenses involved in the recovery of the debt.

15. If the works spread over multiple days, the site will be left appropriately tidy and safe and as agreed with **you** beforehand.
16. **We** have £10 million Public Liability Insurance cover and a copy of the certificate is available on request.
- We** will operate in accordance with good industry practice, **our** Health & Safety Policy and Procedures and undertake Site Specific Risk Assessments (the outcomes of which may place constraints on the site whilst works are in progress, e.g. **you** may not be able to access parts of the site without prior agreement from **our** site staff).
17. We will undertake the works as scheduled but **we** may be constrained by ecological and wildlife legislation including:
- Wildlife and Countryside Act



- b. Countryside and Rights of Way Act
- c. Conservation of Habitats and Species Regs.

This legislation requires **us** to assess the impact of the works which may result in works being delayed because of nesting birds, roosting bats or similar being present.

18. **Customer Information and Data Protection:** Please be reassured that we only use personal information for the purposes of completing the quoted tree work. **Our** IT systems are secure, and we do not share personal details with anyone unnecessarily. By accepting these terms, **you** agree that any personal details **we** obtain will only be shared with the Local Authority if **we** need to make an application for permission to undertake the work and whilst it is unlikely, in certain circumstances, work might need a licence from the Forestry Commission. Please refer to **our** customer privacy notice on **our** web site for full details.
19. **You** confirm that **you** as an individual signing the contract / commissioning the work on behalf of a company or Organisation, agree to be personally liable to meet the obligations of the company or Organisation in this contract between them and **us** including to be personally liable for the payment of **our** invoice, should this not be paid for whatever reason.
20. **You** agree with **us** that we will use our best endeavours to attempt to settle any dispute arising from this agreement by negotiation in good faith between senior representatives of each our respective companies.

Any dispute will be referred to formal Mediation should the negotiations fail after two weeks of the senior representatives attempting to resolve the dispute. Any matter or matters unresolved by Mediation shall be submitted to the exclusive jurisdiction of the Courts of England for resolution.

21. These terms along with the quotation, constitute the entire agreement between **us**.

General:

Measurements: All measurements mentioned in any correspondence are approximate.

Value Added Tax: We are not an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services.

Copyright/Intellectual property: In order to establish the condition and working environment, **we** will take photographic evidence of the works required at the quoting stage and before and after the work has been completed. The photographs are to ensure that any pre-existing damage is recorded and will be proof that the works have been completed.

We reserve the right to use photographs for marketing purposes via social media and/or **our** website without **your** prior written consent. Photographs will not include any individuals outside of **our** staff and sub-contractors and **we** will ensure that the address/location will not be visible in the photographs.

You agree that the copyright of all digital images and photographs is owned by **us**.