

## **Terms and Conditions**

### **Definitions**

Contractor: BC Tree Services, including all staff employed directly and indirectly by the company. (also trading as BC Tree Services).

Client – The individual or company that commissions works and accepts a quotation.

Quotation – Written description of works and costs as discussed and agreed between both parties.

Contract – The agreement between the client and the contractor for the works and costs specified on the quotation.

Works – Refers to arboriculture practices including advice and liaison with local authorities as well as any works carried out using MEWP (Mobile Elevating Work Platform) and other equipment used.

### **Quotations**

All quotations are valid for six weeks from their date of issue, after which time the contractor is entitled to draw up a new quotation and/or amend costs.

All quotes are without obligation.

TPO application will be completed upon acceptance of quote. If TPO application is approved via BC Tree Services but then work is carried out by another contractor, BC Tree Services reserves the right to charge up to £100.

### **The Agreement**

By accepting any quotations, either in writing or verbally, the client enters into a contract with the contractor to complete the agreed works.

The contractor commits to completing all works to the best of its ability, applying sound professional knowledge, skills and experience and in line with the client's requirements.

The contractor will aim to leave all work sites clean and tidy although given the nature of the work some damage, in some circumstances, may be inevitable and unavoidable.

The client accepts these terms and conditions by accepting a quotation and therefore commissioning works.

### **Cancellations and Alterations**

In the event that an appointment must be cancelled, the client must give 24 hours notice or be subject to a charge of 50% of the value of the works to be completed.

In the event that the client cancels the contract after the works have begun, the client will be subject to a minimum charge of 75% of the value of the works to be completed.

Once the client has confirmed that they are satisfied with the works, the contractors obligations end. If the agreed works cannot be completed to due to an unforeseen event outside the control of the contractor, the client will agree to postpone or annul the contractor.

The contractor reserves the right to delay or cancel works that: (a) are deemed a potential hazard (b) are affected by inclement/dangerous weather (c) interfere with the safe retention of wildlife habitats

(d) are compromised by unforeseen circumstances.

If a quotation has been offered based on photos from the client, the contractor reserves the right to annul the agreement if the photo is not representative of the job or task in question.

Costs of any additional works requested by the client falling outside of the original quotation will be specified in an additional quotation.

The contractor's contractual obligations end upon receipt of a written statement by the client approving the works undertaken.

The client's contractual obligations end upon receipt of the remuneration by the contractor.

Stump grinding

The contractor is not responsible for any damage to underground services or cables unless discussed during quotation.

All stumps will be removed to a depth of 300mm below the soil level immediately adjacent to the stump. Buttress roots will be included but not lateral roots extending away from the stump.

All debris, resulting from stump grinding, will be left on site in a clean and tidy manner.

## **Liability**

The client is responsible for informing neighbours of proposed works and is responsible for any claims resulting from such works.

The contractor is not responsible for any damage to underground services and cables, unless discussed during quotation.

The contractor is not responsible for any damage to property that may arise from working in adverse weather conditions.

The client is responsible for informing the contractor of any changes to the site from the time of quotation that may affect the planned processes. The contractor reserves the right to amend or annul the contract as a result of site changes.

The contractor has the right to subcontract all or part of the commissioned works but will still be subject to these terms and conditions.

The client is bound to indemnify the contractor for any claims from third parties arising after completion of the works.

When subcontracted in by another contractor, BC Tree Services must be covered by the contractor's public liability insurance.

## **Payment**

Invoices should be paid in full on receipt of invoice, unless agreed otherwise. The contractor reserves the right to charge interest on fees outstanding for more than 14 days after the receipt of invoice, at the rate of 10% per week.

Payment must be made by bank transfer.