

## Terms and Conditions for the Provision of Arboricultural Services

Upon acceptance of a quotation and the subsequent instruction of work, the Contractor – **Springwood Tree Services (Thorney) Ltd (Springwood)** & the Client – the person or business instructing the works, agrees to accept the following terms and conditions:

- 1) Notice of the Right to Cancel “Cooling off period” – the client has 14 days to cancel the contract (in writing) from acceptance date. In the event of cancellation at short notice costs may be proportionally incurred by the client. Springwood reserves the right to claim a cancellation fee of 50% of the quoted amount, should works be cancelled within 48hrs of the confirmed start date.
- 2) This quotation/estimate is valid for 30 days after which you may be required to instruct us to provide an updated quotation.
- 3) In the event of a variation to the quotation as a result of:
  - a. Amendments to works required prior to arriving on site or
  - b. Changes in site / ground conditions since the original visit or
  - c. Additional works requested / required whilst on site,the quotation will be revised accordingly and re-forwarded electronically at the time of amendment.
- 4) On completion of the works, an invoice will be raised. Unless an otherwise prior arrangement is made, **payment is required in full on receipt of that invoice**. The client **MUST** notify us of any job they deem to be unsatisfactory in writing within a minimum period of 24hrs. *Springwood reserves the right to charge a 15% late payment fee on any invoices overdue by 7 days or more.*
- 5) All works will be in accordance with the current British Standard (BS:3998 ‘Tree Work Recommendations’) where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 6) Stump-grinding will be to an appropriate depth below the immediate ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. The client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job.
- 7) All arisings (inc. twigs / branches / woodchip / logs / trunks / foliage etc) will be removed from site and become the property of the contractor unless specifically stated otherwise in the quotation or by prior arrangement upon arrival on site.
- 8) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):
  - a. Whether the tree(s) are the subject of a Tree Preservation Order
  - b. Whether the trees are located within a Conservation Area

The contractor 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. NB Please note, if the contractor undertakes the necessary LPA application/notification an appropriate pre-determined administrative charge will be incurred. Similarly, charges may be incurred for any other administrative works (over and above the production of the quote) directly related to the clients’ job.

- 9) Where works are proposed to third party trees, i.e. 'neighbours' trees', the contractor will require written confirmation from the tree owner ('the neighbours') 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 client's property, then permission is not required but the neighbour should be advised where practicable (please also see 7. above as this may also apply.)
- 10) The contractor has £10,000,000 Public Liability Insurance and a copy of the certificate is available on request. The contractor will operate in accordance with industry best practice, the Springwood Trees Health & Safety Policy and Procedures and will undertake Site Specific Risk Assessments (the outcomes of which may place constraints on the site whilst works are in progress, i.e. the client can't access their shed without prior agreement from ground staff.)
- 11) The site will be left generally 'clean, tidy and safe'. Due the very nature of the works including the production of wood dust, chainsaw / wood chippings / twigs / leaves and needles etc. and the traversing of site personnel sites may not always be exactly as they were prior to commencement of works.
- 12) If the works spread over multiple days, the site will be left safe between operations.
- 13) Force Majeure. Whilst every effort will be made by the Company to carry out any booking, completion is subject to variation or cancellation by the Contractor consequent upon act of God, war, strikes, riots, lock-out or any other disturbances such as fire, flood, storm, or gale.
- 14) The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:
  - a. Wildlife and Countryside Act 1981
  - b. Countryside and Rights of Way Act 2000
  - c. Conservation of Habitats and Species Regs. 2017This legislation requires the contractor to assess the impact of the works which may result in a delay as a result of nesting birds, roosting bats or similar being present.
- 15) GDPR compliance – we will aim to protect your personal data in accordance with GDPR requirement and not to directly market our services to you without your prior permission to do so.