

# Terms and Conditions

*These Terms and Conditions apply to all transactions and agreements between Leicester Tree Care Ltd and its clients.*

## Definitions

- **Contractor:** Leicester Tree Care (LTC), representing all staff directly or indirectly employed by the company.
- **Client:** person commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party.
- **Quotation:** written specification of the works as discussed on site and sent to the client.
- **Works:** refers to tree surgery, stump grinding, liaison with local authorities.
- **Contract:** agreement between LTC and a client in which the client requires LTC to undertake certain specified works.

## Quotations

- All quotations and cost estimates are without obligation.
- Quotations are valid for one month from their date of issue, after which time the Contractor is entitled to draw up a new quotation/amend costs.
- Change to the site conditions from the initial survey may invalidate the estimate. Any changes will be agreed prior to the commencement of the works.
- If we request special access, parking facilities or special conditions apply as part of our quotation, then failure of this may result in additional charges or an abortive visit fee.
- Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point/grinding depth.
- All of the Contractors work is by written quotation or verbally agreed with the Customer. However, in some circumstances it is necessary to provide an estimate instead of a quote.
- Where a written quotation has been supplied to the Customer the total charge to the Customer referred to in the quotation should be the amount payable, but may be revised in the following circumstances:—
- (i) if after submission of the estimate the Customer instructs the Contractor (whether verbally or in writing) to carry out additional works not referred to in the quotation.
- (ii) If after submission of the quotation it is discovered that unforeseen further works need to be carried out which were not anticipated when the quotation was prepared.
- (iii) If after submission of the quotation it is discovered that there was a manifest error when the quotation was prepared. At which time the Customer will be contacted before works are carried out.
- The Contractor shall not be bound by any quotations given orally or in which manifest errors occur.
- Our fees are quoted excluding the prevailing rate of VAT (currently 20%) and disbursements. All disbursements will be shown separately on your invoice.

### **Entering into an agreement, execution of commission**

- The contract takes effect on acceptance by the client, either verbally or in writing, of the quotation submitted by the contractor. Written or verbal acceptance of any quotation will also be regarded as acceptance of the Terms and Conditions.
- The contractor commits themselves to executing the works to the best of its ability, thereby employing sound professional knowledge, skills and experience, with due regard to the client's requirements and in compliance with all relevant regulations and standards to BS3998.
- The contractor shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works when the weather conditions allow this.
- On occasion, we may request a deposit payment in advance of work commencing, if requested this will be detailed with your quote and will be non refundable in the event that the work is cancelled by the client.

### **Stump Grinding**

- Unless otherwise stated 'to grind out the stump' refers to the removal of the root bole only and to a maximum depth of 8", however we cannot take responsibility for the eventuality of finding hidden obstructions (such as bricks, rocks, iron or steel). In such circumstances we will endeavour to overcome any problems of this nature as efficiently as possible, but this may reduce the depth that the grinder can achieve.
- Stump grinding can be restricted due to walls, kerb stones, fence panels, fence posts etc.
- Grinding mulch is back filled neatly into the stump cavity and left on site to prevent a trip hazard.
- Underground services including electricity and telephone cables must be drawn to the attention of the contractor, otherwise the contractor cannot be held responsible for any damage caused. The owner of the land or his / her agent, therefore, shall be solely liable for any such damage.

### **Alteration/withdrawal/end of contract**

- Scheduled works must be cancelled by the client with a minimum of 72 hours' notice. If the cancellation is made less than 72 hours before the scheduled work, a charge of 50% of the quoted price will apply.
- 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
- In the event of a force majeure, including all exterior causes (foreseen or unforeseen) over which the contractor has no influence and which prevents it from meeting its obligations, the parties will agree to either suspend or annul the contract
- The client's contractual obligations end upon receipt of the remuneration by the contractor

### **Liability**

- The contractor is responsible solely for damage that is the direct and demonstrable result of a shortcoming for which the contractor can be held accountable
- The contractor does not accept liability for any damages to (underground) services that were not advised of by the client prior to commencement of the works
- The client is responsible for informing neighbours in the event where works need to be carried out on their tree and which necessitates access to their property
- The client is bound to indemnify the contractor from any claims from third parties arising after completion of the works
- Every effort is made by LTC to make enquiries with the Client to determine the ownership of trees, shrubs and hedges, locate boundary limits and establish any planning restrictions, such as TPO's, Conservation Areas or covenants. It is the Clients responsibility to provide all necessary and relevant data and information pertaining to the site for which services are required. Consent from the landowner will be required in writing, for LTC services to be undertaken on land outside of the Client's ownership. Failure to provide consent will result in services not being undertaken.
- The contractor has £10, million Public Liability Insurance and a copy of the certificate is available on request

Disclaimer: Please note that Leicester Tree Care Ltd cannot be held responsible for any subsidence or heave which may occur from works to or removal of trees.

### **Payment**

- The contract price takes into account factors such as travelling time, site conditions, parking costs, disposal of waste off the premises, arrangements with local authorities regarding the safeguarding of the area, manpower required and the need for logistics of equipment used.
- Invoices should be paid on completion of works within 7 days, unless agreed otherwise. Payment is accepted by cheque, cash or bank transfer. Payment must be made on time, in full, and without any deduction, offset or counter claim.
- We reserve the right to claim statutory interest at 8% above the Bank of England base rate for late payment plus a late payment charge in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- We politely request that our working area is clean of any animal faeces, we reserve the right to charge a sanitation fee of £150 should our equipment become contaminated through neglect to adhere to this request.

### **Legal system applicable**

The law of the United Kingdom applies to all legally binding transactions between the client and the contractor.