

Terms and Conditions

We are very keen to provide a quality service and a high level of customer satisfaction. Please take a few minutes to read the terms and conditions of our contract.

Standard of work: All work shall be completed in line with BS3998 (Recommendations for Tree Work) where appropriate unless specified otherwise / instructed otherwise by you. We shall undertake the work in a competent manner in compliance with the specification and price contained in our quotation.

Acceptance of the Contract and programming of the work: On acceptance of our quotation (whether verbal or in writing) a binding contract will be formed between us and you (the Contract). You are entitled to a 14-day cooling off period following acceptance of the quotation. However, if within this 14-day cooling off period you instruct us to carry out any of the works contained in our quotation you will have waived your right to this cooling off period. When you accept the quotation, we will start the work planning process which may include dealing with permissions from the Local Authority, arranging logistics for the job etc. which may incur costs on our behalf. In the event that costs are incurred on our behalf following acceptance of our quotation (and the cooling off period has expired/been waived), you will be liable for these costs.

Amendments / Cancellation of the Contract: Amendments to, or cancellation of, the Contract must be made in writing. In the event of a cancellation, we may charge a percentage of the quotation to cover any preparatory work already undertaken and any costs already incurred.

In the event of a variation to the quotation as a result of:

- a. Amendments to works required prior to arriving on site;
- 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, either electronically in advance or in a handwritten note on the day of work, with agreed amendments signed by us and you.

Complaints procedure: In the unlikely event that you have any cause for complaint please contact the office within 7 days and we will endeavour to correct the situation in a timely manner in accordance with our complaints procedure which is available on request.

Payment Terms: When the job is completed (and where possible) the team leader will ask you to sign the job sheet to confirm your satisfaction. Please only sign this when you are satisfied that all items are completed. Please raise any queries with the team leader or the office before signing the job off. The office will invoice 'signed off' jobs within 7 days. All contracts and instructions are accepted on the basis of payment of the full invoice price on completion of the quoted works (unsatisfactory completed jobs MUST be immediately notified, in writing / by email, to us or within a minimum period of 24 hours). Where applicable, value added tax (VAT) shall be charged at the current rate. We reserve the right to charge interest at a rate of 8% per annum on any late invoices. Invoices for domestic clients are payable on receipt of our invoice and for commercial clients are on 30 day payment terms, unless otherwise agreed.

Disposal of arisings: Following completion of the works, arisings will be removed from site and become our property unless specifically stated otherwise in the quotation or agreed with you. For the avoidance of doubt, stump grindings will not be removed from site unless specifically stated and this will be at an additional cost. Where timber is left for firewood, this will not be left in sizes 'ready for the fire' unless specified in the quotation and this will be at an additional cost.

Stump grinding: Stump-grinding will be to a depth of 200mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. We will not chase every root back from the stump unless by prior costed arrangement with you. Stump grindings will be used to backfill the resulting hole. This will initially create a mound of stump grindings, but they decompose rapidly back into the hole. The chippings can be removed from site, but this would incur an additional cost. You are required to advise us of any underground services in the vicinity of the stump prior to starting the job. If in the process of stump grinding, we uncover buried asbestos waste, material suspected to be buried asbestos waste or other hazardous material, we will cease the excavation immediately. You agree to settle our invoice in full in line with our payment terms on the basis that we shall complete the operation once a specialist contractor has cleared the material. You will also be required to meet the costs of the clearance of the hazardous material.

Access and Neighbouring Properties: Sometimes it is necessary to have access to a neighbouring property, particularly when branches overhang. If works only apply to overhanging branches that can be pruned from within your property then permission is not required but the neighbour should be advised where practicable. It would be very helpful if you could inform them of your intention to carry out work and the date on which it will take place. Where works are proposed to third party trees, i.e. 'neighbours trees', we will require written confirmation from the tree owner ('the neighbours') that the works are agreed and where necessary, that access is permitted.

Steps to take prior to commencement of the works: Whilst we will operate with care and diligence, often our work entails the carrying of large amount of material over lawns and past features. It is your responsibility to make sure that vulnerable surfaces (such as white walls) are adequately protected (builder's polythene is a good method) and that fragile objects are moved (such as pots etc.). We will be more than happy to move heavier objects for elderly or disabled clients. If such objects are left in the vicinity of the works to be carried out, we do not accept any responsibility for any damage caused to these. Where it is necessary to traverse across lawns/grassed areas, care and diligence will be taken and track mats will be used where possible to protect the ground. However, we do not accept any liability for any resultant damage caused to these areas (particularly where works are to be carried out during wet/winter months) and will not be responsible for reinstatement.

Completion of Works: Following completion of the works, the site will be left generally 'clean, tidy and safe' and whilst we will do our utmost to keep any disturbance to a minimum because of 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 it will not necessarily be exactly as it was prior to the commencement of works. Where trees are growing into structures such as fences or sheds, once the works are complete (most often the tree has been removed), the inevitable consequence is that the structure will fail or show damage. We do not accept any responsibility for any damage caused to such structures by the removal of the tree. If the works spread over multiple days, the site will be left appropriately and safe and as agreed with you beforehand at the end of each day.

Timings: Most jobs are completed efficiently and on time. However, occasionally a job will over-run or the weather will prevent us from working to time. We endeavour to arrive on site between 8:00am and 8:30am (sometimes an earlier start than this shall be necessary). However, in the case of smaller contracts, often we are not able to estimate an arrival time until late afternoon of the previous day and can only then advise either am or pm arrival.

We will of course make every effort to please clients who particularly require a morning or afternoon visit.

Permissioning for Works: The trees within this contract specification may be located within a Conservation Area or be subject to a Tree Preservation Order. Upon acceptance of our quotation by

domestic clients, we shall check for the presence of legislative protection with the Local Planning Authority unless you have advised us that you had carried out your own checks and no such restrictions apply. In all circumstances (whether domestic or commercial) where we rely on confirmation from you that there are no restrictions in place in respect of the works we do not accept any liability or responsibility for any breach that may result. We will also consider whether a Felling Licence is required from the Forestry Commission (FC). We would be happy to make an application on your behalf in respect of any permissions that are required but would advise that a charge may be made for this service. No additional charges will, however, be applied to this work without first seeking your acceptance. We will not, however, make any investigation in respect of private covenants affecting your property which may restrict tree work at the property and this shall be your sole responsibility. No liability shall attach to GroundLord Ltd for a breach of any such covenant.

Ecological Constraints: Unless expressly stated within our quotation, our quoted price is on the basis that there are no ecological constraints in place in respect of the works. Ecological constraints can have a severe impact on timescales and also resulting costs of the works. Therefore, any increase in costs incurred due to the implementation of ecological constraints on site will be charged and added to our invoice on completion of the works.

Wildlife Considerations: We will undertake the works as scheduled but are aware of / may be constrained by ecological and wildlife legislation including:

- d. Wildlife and Countryside Act 1981
- e. Countryside and Rights of Way Act 2000
- f. Conservation of Habitats and Species Regs. 2017

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

Tree Planting: When tree planting, we endeavour to obtain good quality plants that comply to BS3936 (Nursery Stock – Specification for Trees and Shrubs) which are handled with care and planted to industry standard. It is important however that you look after your new plantings and ensure that they are regularly watered and maintained. Trees and shrubs that fail due to circumstances beyond our control shall not be replaced. Please ask our staff for guidance on how to look after new trees if in doubt. Please note that quotations for planting do not include the supply of irrigation systems unless expressly stated.

Remaining Stumps: The majority of Conifers will cease to grow following felling and will decay naturally. Some deciduous species will send up shoots. We try to avoid the use of chemicals but on request will apply a single treatment to manufacturer's specification and this will be specified in the quote. Further treatments (if required) will attract additional cost. Alternatively, we can provide advice on products that can be bought from garden centres that can be used to treat stumps to prevent re-growth. No guarantee can be given as to the efficiency of a pesticide after application, due to conditions beyond our control.

De-vegetation Works: Where de-vegetation works are to be carried out, including greenclimbing, where the site is full with items such as fly-tipping items, rubbish, tyres etc. these will need to be removed by you prior to commencement of our works. The clearance of such items is not included within our price unless expressly stated within our quotation.

Underground and overhead services: Although every reasonable effort shall be made to locate the presence of underground services, unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to us by you of the land prior to the works being undertaken; we shall be under no liability for any damage caused as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to any property resulting there from. You, the Owner or your/their



agent shall be solely liable for any such damage. Any charge for the removal of power lines or telephone cables shall be the responsibility of you / the Owner, unless otherwise agreed in writing with us.

Measurements: All measurements/dimensions specified in any correspondence are approximate and, wherever possible, will be to the nearest appropriate pruning point.

Insurance: We have £10 million Public Liability Insurance 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, i.e. you can't access your shed without prior agreement with us.)

Customer Information and Data Protection: Please be reassured that we only use your personal information for the purposes of completing your tree work and we will aim to protect your personal data in accordance with GDPR requirements and not to directly market our services to you without your prior permission. Our IT systems are secure and we don't share your details with anyone unnecessarily. We would share your details 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 for full details.

General: Completion dates shall be contingent upon weather conditions and other factors outside our control.

All quotations/estimates are valid for 30 days and takes into account any 'value', monetary or otherwise, the arisings may have, unless stated otherwise. After this period, we reserve the right to withdraw and re-price work, unless otherwise agreed in writing with you.

Quotations for felling are based upon the assumption of trees being free from metal, stone, or other hidden obstructions. In the event of a tree being impossible to fell in the normal way, we reserve the right to re-quote accordingly.

The Contract price is based on the site conditions existing at the time of the preparation of the estimate remaining unchanged.

GroundLord Ltd reserves the right to cancel the contract at any time and for any reason and shall not be liable for any penalties or costs. Reasons for cancellation may be diary error, IT error, client error, third party error, changes in circumstances, misunderstanding, unreasonable or antisocial behaviour of the customer.