

# Terms and Conditions of Service for J & D Clark Treework Specialists.

**The Contractor – the person or business undertaking the works & The Client – the person or business instructing the works (and in so doing, and accepting the quote, agrees to / accepts the following terms and conditions.)**

- 1) 'Notice of the Right to Cancel' the client has a min. 7 days to cancel the contract (in writing) from acceptance date.
- 2) This quotation/estimate is valid for 90 days and takes into account any 'value', monetary or otherwise, the arisings may have unless stated otherwise.
- 3) 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.
- 4) It is the responsibility of the client to warn the contractor of site hazards that may not be obvious during the contractors risk assessment. Costs to the contractor resulting from lack of such warning may be billed to the client.  
The contractor accepts no liability for damage to any structure below ground surface, the responsibility remains with the client or their agent to inform the contractor of such a structure. Injury or damage occurring to plant, equipment or staff will be the responsibility of the client should information not be disclosed.
- 5) 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 sitethe quotation will be revised accordingly, either electronically in advance or in a hand written form on the day of work, with agreed amendments signed by the contractor and the client.
- 6) Stump-grinding will be up to a depth of 250mm 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. The excess spoil which is created during stump grinding will be left on top of the stump site, 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 / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of the contractor unless specifically stated otherwise in the quotation.
- 8) On completion of the works, an invoice will be raised and payment is required within 14 days OR payment is required in full on completion of the quoted works (unsatisfactory completed jobs MUST be immediately notified, in writing / by email, to the contractor or within a minimum period of 36 hours.)
- 9) 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 AreaThe 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, a prior agreed administrative charge will be incurred. Similarly a charge may be incurred for obtainment of a FC felling licence if required.
- 10) 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.
- 11) The contractor has £10, million Public Liability Insurance and a copy of the certificate is available on request. The contractor will operate in accordance with good industry practice, their 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. the client can't access their shed without prior agreement from ground staff.)
- 12) The site will be left generally 'clean, tidy and safe' but 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 be as it was prior to commencement of works.
- 13) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand
- 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. 2012 (amendment)

This legislation requires the contractor 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.