



ROOTED

TREE SURGERY

Terms and Conditions of Service for

Tree Work Contracting Rooted Tree Surgery.

1. THE CONTRACT:

These are the Terms and Conditions of the contract between Rooted Tree Surgery (“the Contractor”) and the Employer Client (“the Client”). These Terms and Conditions are deemed to be accepted by the Client by virtue of acceptance of our quotation, estimate or tender by any durable means e.g. verbally by phone, electronically by email, text or other message or in writing.

2. NOTIFICATION AND PAYMENT:

On completion of the works, an invoice will be raised and payment is required within 7 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 24 hours.)

All quoted prices are subject to a 10% variation or other stated amount where circumstances dictate.

All Quotations and Instructions are accepted on the basis of payment in full of the invoice price as per the payment conditions set out on the original quote, estimate or tender.

VAT is charged where applicable at the standard rate.

3. COOLING OFF AND CONTRACT CANCELLATION:

Where a domestic client agrees a price onsite with the contractor a 14 day cooling off period applies from the date of the agreement. Cancellation must be by using a durable format within that period. Where works are started within the 14 day cooling off period the client may cancel at anytime during that period but will be liable for the cost of the work undertaken up to that point.

The full charges for emergency call out work is payable once the work has commenced irrespective of cancellation where it affect urgent household repairs.

Goods are supplied to domestic consumers with a 14 day returns policy from the date of supply.

Bespoke, customised or perishable goods such as planted trees or shrubs are excluded from this policy.

All other clients reserve the right to cancel accepted works within 14 days of agreement. Charges may apply where re-stocking, returns or other costs are incurred directly by the contractor as a result of the contract acceptance.

4. EXPIRY OF QUOTATION OR TENDER:

This quotation, estimate or tender is valid for 60 days. The contractor reserves the right to withdraw and reprice the work, unless otherwise agreed in writing with the client.

5. STANDARD OF WORKS:

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.

6. AMMENDMANTS AND VARIATIONS:

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

- Amendments to works required prior to arriving on site, or
- Changes in site / ground conditions since the original visit, or
- Additional works requested / required whilst on site the quotation will be revised accordingly, either electronically in advance or in a hand written on the day of work, with agreed amendments signed by the contractor and the client.

7. STUMP GRINDING:

Stump-grinding will be to a depth of 300mm 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 client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job.

8. UNDERGROUND SERVICES:

Unless a plan showing the exact location of drainage pipes, wires cables or Gas pipes has been forwarded to the Contractor by the Client, no liability shall apply to the Contractor for damage as a result of the work specified or undertaken.

9. PRIVATE COVENANTS:

Investigation of private covenant shall be the responsibility of the client and no liability shall attach to the Contractor for a breach of any such covenant.

9. POWER LINES AND TELEPHONE CABLES:

Any charge for the removal of power lines or telephone cables shall be the responsibility of the client unless otherwise agreed with the Contractor in writing.

10. SITE CONDITIONS:

Any assessment of trees or prices for undertaking tree works are based upon the site conditions at the time of the inspection, estimate, quotation or tender.

11.REMOVAL OF ARISINGS:

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.

12. TREE PRESERVATION ORDERS & CONSERVATION AREAS:

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.
- C. 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 administrative charge of £65 will / may be incurred. Similarly a charge may be incurred for obtainment of a FC felling licence.

14.THIRD PARTY TREES:

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.

15. HIDDEN OBSTRUCTIONS:

Prices for felling, logging, stump grinding or chipping are based on the assumption that trees, stumps or timber are free from metal, stone or other hidden obstructions unless otherwise specified. In the event that the work cannot be reasonably completed due to unforeseen obstructions the Contractor reserves the right to vary the specification

16. INSURANCE:

The contractor has £5million 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 if necessary. (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.)

17. YOUR SITE:

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. If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand

18. COMPLETION OF CONTRACT:

The Contractor shall not be liable in damages or otherwise because of non performance of a contract arising from adverse weather conditions, strikes, lock-outs, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, we retain the right in such circumstances to cancel the contract in whole or in part. Completion dates shall be contingent upon weather conditions.

19. WILDLIFE:

The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:

- Wildlife and Countryside Act 1981
- Countryside and Rights of Way Act 2000
- 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.

20. INTELLECTUAL PROPERTY & COPYRIGHT:

Copyright in all drawings, plans, specifications, bills of quantities, schedules, reports, records, calculations and all other documents including computer software and revision of these ("Documents") prepared by the Contractor for the purposes of the project, shall remain the property of the Contractor.

Subject to the Contractor being paid all sums due under the Agreement, the Contractor grants to the Client a royalty-free, irrevocable, non-exclusive licence to use and reproduce the Documents and any designs contained in them for any purpose relating to the project, including the construction, completion, maintenance, operation, letting, sale, reinstatement, mortgaging, refurbishment and repair of the project (but not for any extension of the project without the Contractor's written consent).

21. CLIENT OBLIGATIONS:

The Client shall ensure reasonable and necessary access by the Contractor to the property needed to fulfil the contract.

The Client shall provide adequate information relating to the health and safety of the Contractor when entering the Client's property.

The Client shall be liable to pay to the Contractor, on demand, all reasonable costs, charges or losses sustained or incurred by the Contractor (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the contract, subject to the Contractor confirming such costs, charges and losses to the Client in writing.

22.GDPR:

GDPR compliance – 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 to do so.

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