

## Terms and Conditions of Service for Contracting Trees and Bees Cornwall Ltd

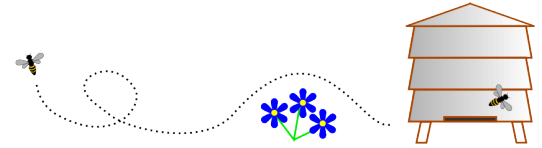
**The Contractor – the person or business undertaking the works & The Client – the person or business instructing the works (and in so doing, and accepting the quote, agrees to / accepts the following terms and conditions.)**

- 1) Notice of the Right to Cancel “Cooling off period” – the client has 14 days to cancel the contract (in writing) from acceptance date. In the event of cancellation within seven days of the proposed start date, the full agreed cost for works may be incurred by the client.
- 2) Safe Working Environment - the Client should take reasonable steps to ensure that the working environment that they offer is safe, and that we are advised of any known potential hazards.
- 3) Dog Mess - The presence of dog mess in our working area creates a hazard to both staff welfare and our equipment. If dog mess is found and needs to be removed by us, a charge of £25 per mess will be added to the invoice.
- 4) 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.
- 5) This quotation/estimate is valid for 30 days and takes into account any ‘value’, monetary or otherwise, the arisings may have unless stated otherwise.
- 6) 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.
- 7) 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, either electronically in advance or in a hand written on the day of work, with agreed amendments signed by the contractor and the client.

- 8) 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.
- 9) We will, where practical, take photographs/video of work being undertaken. This can be used to document work but may be used for public education and for promotional purposes.
- 10) On completion of the works, an invoice will be raised and payment is required within 14 days (unsatisfactory completed jobs MUST be immediately notified, in writing / by email, to the contractor or within a minimum period of 24 hours).





- 11) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):
- Whether the tree(s) are the subject of a Tree Preservation Order
  - 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 administrative charge of £80 will be incurred. Similarly a charge may be incurred for obtainment of a FC felling licence.

- 12) 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.)
- 13) The contractor has £5 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.)
- 14) 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.
- 15) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand
- 16) 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. 2017

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.

- 17) Invoices will usually be issued on completion of our work on site, and must be paid within 14 days of being issued, unless agreed with us at quote stage. In the event that payment has not been received within 14 days, interest will be charged at 20% per annum. Recovery costs will be added where necessary.

