

CHELTENHAM TREE SERVICES LTD

TERMS AND CONDITIONS OF CONTRACT

THE CONTRACTOR

The Contractor agrees to perform the work in a competent manner according to **British Standard 3998:2012** and in compliance to the specification and quotations contained in the estimate.

DATA PROTECTION

Cheltenham Tree Services is compliant under the General Data Protection Regulation (GDPR) (EU) 2016/679. Your information is used for the sole purpose of providing tree work quotations and any work which follows. For more information regarding our policy, please visit www.chelt-trees.com or contact us for a printed copy.

ACCEPTANCE

The acceptance of a quotation or estimate or the passing of an order will be held as accepting the conditions stated here in. A quotation shall remain open for acceptance within 30 days of the date shown and thereafter lapses automatically unless agreed in writing by Cheltenham Tree Services Ltd. Acceptance of the quotation involves acceptance of these term and conditions. Should the Client cancel the agreement it may involve a claim for recovery by Cheltenham Tree Services Ltd for any loss or expense incurred as a result.

AMENDMENTS

Amendments to the Contract must be made in writing.

PAYMENT

The Client accepts that he will pay to Cheltenham Tree Services Ltd the contract sums together with any VAT chargeable. Unless otherwise stated, accounts are payable within 14 days from the date of invoice. We reserve the right to charge interest on any overdue payment, to be accrued on a day to day basis at a rate of 5% per month.

VALUE ADDED TAX

Where applicable, Value Added Tax will be charged at the current rate.

COMPLAINTS

Any complaints, which may arise from work performed under any Contract arising from acceptance of the estimate, must be made within the period of 7 days from the date of invoice, unless agreed in writing to the contrary.

TREE PRESERVATION ORDERS AND CONSERVATION AREAS

The trees concerned in the Contract may be in a Conservation Area or be subject to a Tree Preservation Order. Upon receipt of the Owner's written acceptance of the Contract, Cheltenham Tree Services Ltd is happy to obtain the necessary permissions on behalf of the Client to carry out the work from the relevant authority, should the Client instruct us to do so.

STATUTORY PROTECTION

The Contractor cannot be commissioned to carry out work to any tree that falls outside Planning Permission specification or that in any way contravenes the Tree Preservation Order and Conservation Area Order legislation as defined in the Town and Country Planning Act 1990. Proof of consent to carry out work will be required prior to the commencement of any work.

PRIVATE COVENANTS

Investigation of Private Covenants shall be the responsibility of the Owner and no liability shall attach to the Contractor for a breach of any such Covenant.

UNDERGROUND AND OTHER SERVICES

Unless a plan showing the exact location or a verbal confirmation of underground pipes, drains, covers, wires or cables, hidden or otherwise, has been forwarded to us by the Owner of the land (or his agent) prior to the formation of the Contract, the Contractor shall be under no liability for any damage to, or caused as a result of, work performed under the Contract to such pipes, drains, covers, wires or cables, or for any damage to property resulting therefrom and the owner of the land or his agent shall be solely liable for any such damage.

HAZARDS

It is the responsibility of the Client to warn the Contractor of site hazards, hidden or otherwise, that may not be obvious during the Contractors Risk Assessment. Costs to the Contractor resulting from a lack of such warning may be billed to the Client.

POWER LINES OR TELEPHONE CABLE

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

HIDDEN OBSTRUCTIONS

Quotations for felling are based on 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, the Company reserves the right to re-quote accordingly.

STUMP GRINDING

Stump grinding involves the removal of the tree stump to a pre-determined depth but does not include the removal of lateral root or stump chippings unless specified.

SITE CONDITIONS

The Contract price is based on the site conditions, existing at the time of the preparation of the estimate, remaining unchanged. Any site alterations made after our initial inspection date, that may affect operational logistics, particularly access, may in turn affect this quotation. It is the responsibility of the client to inform us before work commences, of any site alterations that may affect operational logistics.

INSURANCE COVER

All work carried out by the Contractor is covered by £5,000,000 Third Party and Public Liability Insurance for damage to person or property that may result in the implementation of the Contract.

CHANGES TO APPOINTMENTS

The Contractor reserves the right to make changes to appointments and timings of work where adverse weather conditions, unforeseen circumstances or priority works may take precedence. All efforts will be made to notify the Client to avoid disruption; however, no compensation will be made available.

CANCELLATION and RIGHT TO CANCEL

Under the Consumer Protection Regulations 1987 you have the Right to Cancel within 14 days of the date of acceptance of your quotation. If you wish to do so, please contact our Office for a Right to Cancel Form as soon as possible. If you cancel after the 7-day statutory period, you will be liable for any costs incurred as a result and in the event of the crew being turned away on the appointed day of commencement.