

Terms and Conditions of Service for



The Contractor (Wilkin and Company Tree Surgeons) & 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 14 days to cancel the contract (in writing) from the date of acceptance of the quote/estimate.
- 2) The quotation/estimate is valid for 30 days from the date of issue.
- 3) All works will be in accordance with the current British Standard 3998: 2010 'Tree Work Recommendations' where possible, unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 4) In the event of a variation to the quotation as a result of:
 - i. Amendments to works required prior to arriving on site
 - ii. Changes in site / ground conditions since the original site visit
 - iii. Additional works requested / required whilst on siteThe quotation will be revised accordingly electronically in advance or, where the contractor is already on site, in a hand written form on the day of work, with agreed amendments signed by both the contractor and the client.
- 5) 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. The client will advise the contractor of any underground services in the vicinity of the stump prior to commencement of the work. The contractor cannot be held responsible for any damage caused to underground services. Extensive screening precautions are put in place to protect property during grinding operations, however flying debris may sometimes clear this screening. If this is the case (after these precautions are in place) the contractor cannot be held liable for any damage caused to property.
- 6) 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.
- 7) On completion of the works, an invoice will be raised and payment is required within 7 days of the date of invoice by bank transfer. Alternatively, payment is required in full on the day of completion of the work; whichever is agreed between the client and contractor prior to commencement of the work. Statutory interest will accrue on late payments at the rate of 8% per annum, charged on a daily basis. Large contracts may require a 25% deposit to be paid prior to commencement of the work, with a further 50% at half stage and the balance upon completion of the work. Unpaid invoices will be collected via the Government Gateway, utilising their money claim online service and this will attract a legal fee of £70, plus accrued interest. Court judgements will be lodged against non-payers, which may affect their ability to obtain credit in the future.
- 8) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):

- I. Whether the tree(s) are the subject of a Tree Preservation Order
- II. 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. If the contractor undertakes the necessary LPA application/notification an appropriate administrative charge of £30 may be incurred; similarly a charge may be incurred for obtaining a FC felling licence.

- 9) 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 8. above as this may also apply.)
- 10) The contractor has £5million Public Liability Insurance and a copy of the certificate is available on request.
- 11) 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 the site without prior agreement from ground staff.)
- 12) The site will be left generally 'clean, tidy and safe'. Every effort will be made to minimise damage and disruption to the ground in the immediate vicinity of the work, but the very nature of tree works will generate the production of wood dust, chainsaw / wood chippings / twigs / leaves and needles etc. and the traversing of site personnel mean that it may not be as it was prior to commencement of the works. If the works spread over multiple days, the site will be left appropriately safe and tidy at the end of each working day, as agreed with the client beforehand.
- 13) The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:
 - I. Wildlife and Countryside Act 1981
 - II. Countryside and Rights of Way Act 2000
 - III. Conservation of Habitats and Species Regs. 2012 (amendment)This legislation requires the contractor to assess the impact of the works, which may result in the works being delayed as a result of nesting birds, roosting bats or similar being present.