

# **TDG Tree Services Terms and Conditions of Service**

**The Contractor: the person or business undertaking the works i.e TDG Tree Services.**

**The Client: the person or business instructing the works, and in so doing, and accepting the quotation, agrees to/accepts the following terms and conditions:**

1. If cancellation of scheduled work is necessary, the client must provide notice (in writing/email) at least 7 days prior to work commencing. If the client fails to provide notice within this time-frame, they may be charged a late-cancellation fee of £120.00 or 20% of the total estimate, whichever is greater. Exceptional circumstances will be taken into consideration at the discretion of TDG Tree Services. Please note: The contractor does not send appointment reminders; it is the client's responsibility to appropriately record the date/time that has been scheduled for the work to take place.

2. TDG Tree Services can only provide an estimated time of arrival, which is subject to change depending on various uncontrollable factors, such as: traffic, hired-in plant/equipment availability, time required to complete prior jobs booked in for the same day.

3. This quotation/estimate is valid for 30 days, as long as the tree and immediate environment remain unchanged, and takes into account any 'value', monetary or otherwise, that the arisings may have, unless stated otherwise. Any quotations that require additional products/materials to be sourced from a third party, such as plants for example, are subject to change depending on supplier availability.

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

- A. Amendments to works required prior to arriving on site.
- B. Changes in site / ground conditions since the original visit.
- C. Additional works requested / required whilst on site.

Then the quotation will be revised accordingly, either electronically in advance or in hand written form on the day of work, with agreed amendments signed by the

contractor and the client. This also applies to emergency works which require arrangements at very short-notice.

5. All works will be carried out in accordance with the current British Standard 3998 'Tree Work Recommendations', where possible. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.

6. Trees and plants are living organisms that are all unique in their own right, as is their immediate environment, meaning that each and every job is different and influenced by many varying factors. For this reason, TDG Tree Services will only be able to estimate how long a job will take and provide an approximate time-scale only. Exact time-scales cannot be provided by the contractor.

7. If a 'day rate' quotation is provided, this refers to the billing cost for services provided by the Contractor for a single day. This is payable on a 'pay as you go' basis for the work that the Client has received for that single day. TDG Tree Services may choose to invoice the client for this daily or at the end of a period of consecutive days where work has taken place. TDG Tree Services will estimate how long the work will take but if it requires more or less time to complete than originally estimated, then this will be reflected within the total cost. This is payable within 7 days of the invoice date and not when the client is satisfied with their entire garden / woodland / outdoor area etc. The working day consists of eight hours on site to carry out as much work as the team safely can, this may mean that further day(s) are required in order to complete all of the work as requested by the client. TDG Tree Services and the trained professionals working on behalf of TDG Tree Services will decide how this working day is divided between the following elements of work; risk assessment, safety procedures, setting up equipment, the physical element of 'tree work', adequate breaks, managing unexpected scenarios, maintaining and fuelling equipment, tidying / blowing / logging / chipping, packing away equipment, necessary conversation regarding the work with the client / neighbours / Local Tree Officer / other professionals etc. It is not down to the client to decide how the work should be executed throughout the day.

8. If a job has been quoted as a 'whole project', rather than being provided with a 'day rate', then the price will remain the same as originally quoted, regardless of how many days it takes to complete the work as set out in the quotation.

9. Stump grinding will reach a depth of 150mm 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. On occasions of uneven ground or obstacles, desired depth may be restricted. Lateral limbs will rot over following years, which in some rare occasions may cause slight adjustments within the surface area, this is unavoidable and will not be TDG Tree Services' responsibility to amend. The grindings from the stump that has been ground out are always left on site unless listed otherwise.

10. All arisings (including 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. If it is agreed that any arisings are to be left on site then it is the responsibility of the client to use or dispose of this in a responsible manner. TDG Tree Services does not condone bonfires and the client must not light any fires whilst TDG Tree Services are working on site.

11. On completion of the works, an invoice will be raised and payment is required within 7 days. TDG Tree Services are required by law to charge VAT on all services provided. This will be included separately in both the quotation and the invoice. The client MUST notify the contractor of any unsatisfactory works, in writing/email, within 48 hours of completion of the works.

12. If payment is not received in accordance with paragraph 11, the contractor reserves the right to charge the client interest on any unpaid invoice(s) at the rate of 5% per month (30 days) and to withhold any further works or to cancel any unexecuted portion of any works. The contractor also reserves the right to recover any and all costs incurred by the contractor in recovering overdue payments from the client.

13. 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.

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.

Please note: if the Contractor undertakes the necessary LPA application / notification, then an appropriate administrative charge of £50.00 (plus VAT) will be payable by the

Client. If a basic tree survey is carried out by TDG Tree Services, then an appropriate administrative charge of £120.00 (plus VAT) may be payable by the Client. Similarly, a charge may be incurred for obtainment of a FC felling licence.

14. If the client is not the owner of the trees, it is the responsibility of the client to inform TDG Tree Services of the rightful owner and to be honest and truthful when declaring the owner of the tree(s). 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 11. above, as this may also apply). NOTE: Permissions can be provided on behalf of the tree owner by third parties such as; Property Management companies, Architecture or Construction and Development companies etc. and any other business that may be employed by the owner to act on their behalf. It is the responsibility of the third-party business to ensure they have the relevant permissions from the tree owner.

15. The contractor has 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.) The client, including any visitors and pets, must remain outside of the work-zone at all times during the working day for their own safety.

16. If any tree/plant or ground work is to be completed by TDG Tree Services or on behalf of TDG Tree Services, it will not be TDG Tree Services' responsibility if in the future the ground level changes or the condition of the tree/plant changes due to soil conditions changing because of water content or any other issue.

17. The site will be left generally 'clean, tidy and safe' but due to the very nature of the works, including the production of: wood dust / wood chippings / twigs / leaves and needles etc. and the traversing of site personnel, the site will not be exactly as it was prior to commencement of works.

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

19. 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.

20. Where trees are subjected to very heavy reductions / pollarding, even when this is a repeat operation, TDG Tree Services cannot guarantee the tree will continue to grow as this may have a vast physiological shock resulting in the tree failing and dying.

21. When removing trees, the stem will be taken to ground level. If arisings, stones or any issue which may affect the chain on the saw are present then the stem will be left slightly above ground level or as close to ground level as can be achieved.

22. If it is a requirement to remove any arisings through any houses/indoor garages it is the client's / owner's / tenant's responsibility to ensure surfaces are covered to prevent damage to property.

23. It is the client's responsibility to make TDG Tree Services knowledgeable of any underground services which may be affected by free falling timber prior to when the practical works are due to commence.

24. It is the client's responsibility to make TDG Tree Services knowledgeable of any Tree Protection Orders (TPO's) that the tree/trees may have along with making TDG Tree Services aware if any tree/trees are located in a Conservation area so they can commence with appropriate paperwork. This is especially applicable to new protection orders recently put in place that may not yet be available on the LPA website.

25. When work is being conducted, if the team are to come across wood which has a foreign object within it (such as metal, which can be damaging to machinery), the team

has the right to leave that area of wood on site, this will be the client's responsibility to resolve.

26. When plants / trees have been sourced and provided by TDG Tree Services, it is the clients responsibility to manage the aftercare of the plants / trees. TDG Tree Services do not take any responsibility for the aftercare of the plants / trees and cannot guarantee that they will thrive due to multiple environmental factors that can influence the plants survival. TDG Tree Services may also require a 50% deposit of the total estimate before planting commences to secure any orders etc.

27. If the works require any hired-in plant / machinery / equipment, then TDG Tree Services will organise this directly with the hire company. The cost of this will be included within the invoice, which is payable directly to TDG Tree Services, not the hire company. Where hired-in equipment is required, TDG Tree Services may request a deposit up to 50% of the total estimate. TDG Tree Services will not use any equipment that belongs to the client or any equipment that has been directly hired-in by the client themselves.

28. If the client does not meet an individual from TDG Tree Services on site before practical work commences then a 50% deposit of the total estimate will be required before the practical work is commenced.

29. TDG Tree Services operates a 'Zero-tolerance' policy towards abusive, aggressive or violent behaviour against any of their staff. In the event of any form of abusive behaviour received from the client or third parties, such as neighbours, TDG Tree Services reserves the right to leave the site immediately and discontinue any future work for the client. The contractor reserves the right to charge the client the full estimated total.