



## Terms and Conditions of Service

**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 acceptance date subject to the following notice periods: Up to 3 days before programmed works, cancellations can be made without penalty or cancellation fees by notification in writing to [info@townandcountrytrees.co.uk](mailto:info@townandcountrytrees.co.uk). Within 48 hours 25% of the overall cost of works is payable, you must cancel in writing or by email. Within 24 hours of the programmed works 50% of the overall cost of works is made payable, notification in this instance initially can be verbal, however written cancellation must still be provided to the above email address or email. This is to cover the cost of mobilisation, labour and machinery hire costs as applicable. All above cancellation fees must be settled within 30 days of the cancellation date. Special considerations will be considered and percentages payable maybe lowered in exceptional circumstances entirely at our discretion.
2. This quotation/estimate is valid for 90 days and takes into account any 'value', monetary or otherwise, the arisings may have unless stated otherwise. After this we reserve the right to re-submit a quotation, amend the costs or withdraw our services.
3. All works will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified by the client otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning points. We agree to perform the work in a competent manor in compliance to the specification and price contained in our quotation.
4. 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 siteThe quotation will be revised accordingly, either electronically in advance or in a hand written on the day of work, with agreed amendments signed by Town & Country Trees Ltd and the client.
5. Access: Failure to provide clear access for the duration of the works which results in periods of down-time, slowed progression or postponement may incur costs. It is the responsibility of the client to ensure access is made available at all times. Additional charges are to include hire of personnel and machinery if access cannot be made. You will ensure there is adequate access to the Site e.g. that all vehicles and other obstacles are removed, that gates, doorways and passageways are clear of obstruction and unlocked and that neighbours are notified where access is required to carry out the work. If obstructions require moving by our staff no liability will be accepted by the company should damage occur. We also request that all dog mess be cleared from the Site, if the works cannot be carried out the team will leave the site and you may still be charged.
6. Weather Conditions: Where scheduled works cannot meet deadlines due to factors outside of our control, we will not be held responsible, this includes but is not limited to adverse weather conditions, extreme heat or cold. Breakdown of machinery or equipment or unforeseen events.
7. Stump-grinding will be to a depth of 200-300mm 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. Stump grindings are normally used to backfill the resulting hole as they decompose rapidly. The chippings can be removed from site but this would incur an additional cost. The client will advise Town & Country Trees Ltd of any underground services in the vicinity of the stump prior to starting the job. Unless a plan or plans indicating clearly the precise location of any underground services (water, gas pipes or electric cables etc.) are provided to Town & Country Trees Ltd by the client (owner, occupier or agent) prior to the commencement of the contract, TCT Ltd will accept no liability for any damage caused to these services as a result of works undertaken as part of this contract. Any charge for the removal or disconnecting of power lines or other utility and services cables will be the responsibility of the client unless otherwise agreed in writing.
8. Where it is necessary to liaise directly with the utility companies, Town & Country Trees Ltd may agree to undertake this service as agent on behalf of the client subject to a consultancy and administration charge.
9. All arisings (inc. twigs / branches / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of the Town & Country Trees Ltd unless specifically stated otherwise in the quotation.

Cont.../



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10. On completion of the works, an invoice will be raised and payment is required in full by return (unsatisfactory completed jobs MUST be immediately notified, in writing / by email, to Town & Country Trees Ltd or within a minimum period of 48 hours).
11. Following written/verbal instructions from the client, Town & Country Trees Ltd 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
12. Town & Country Trees Ltd 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 Town & Country Trees Ltd acts as agent and undertakes any necessary LPA application / notification an administrative charge may be made for this service. Similarly, a charge may be incurred for obtainment of a FC felling licence.
13. Where works are proposed to third party trees, i.e. 'neighbours' trees', Town & Country Trees Ltd 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.)
14. The client is bound to indemnify the Town & Country Trees Ltd from any claims from third parties arising after completion of the works
15. Town & Country Trees Ltd has a £10 million Public Liability Insurance and a copy of the certificate is available on request. Town & Country Trees Ltd 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.)
16. 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.
17. If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand
18. Town & Country Trees Ltd 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 Town & Country Trees Ltd 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.
19. Any complaints which may arise from work performed under any contract must be made within 7 days from the date of invoice, unless agreed in writing to the contrary.
20. **Customer Information and Data Protection:** Please be reassured that we only use your personal information for the purposes of completing your tree work. Our IT systems are secure and we don't share your details with anyone unnecessarily. We would share your details with the Local Authority if we need to make an application for permission to undertake the work and whilst it is unlikely, in certain circumstances work might need a licence from the Forestry Commission. Please refer to our customer privacy notice for full details.