

## Useful Information and Terms & Conditions

**Insurance** – Tree Craft Ltd is fully insured for all aspects of our work. We are covered by Zurich Insurance (through Clear Insurance) and carry Employers Indemnity (£10million), Public liability cover (£5million) and Professional Indemnity (£2million). We have provided confirmation of our cover with your quotation.

**The Quotation** - The prices on our work schedule are subject to VAT charged at the rate of 20%, and please note that only the items specified are included in our quotation. Please read the specification carefully, and if you have any doubt about the work description or you think there are items that have been missed off, please contact our office before accepting this quotation. Additional items may be added on the day of work, if required. The team foreman will give you a verbal quotation for the work and an additional work order form will be completed, so that you have this in writing.

**Your right to cancel** – You are entitled to cancel your contract with Tree Craft, within 14 days of the date of acceptance. Cancellations must be submitted in writing, this may be by email if you prefer. For short notice work, such as additional work requested during the delivery of the main contract, or urgent/ emergency work then the right to cancel will not apply. For contracts which are cancelled part way through the delivery of the contract then the consumer will be invoiced for the portion of the work which has been completed. Contracts which have been fully completed within the cancellation period cannot be cancelled.

**Code of Conduct** – Tree Craft is a member of **Which? Trusted Traders** and has agreed to abide their code of conduct. Should you wish to obtain a copy of the code then please contact our office and we will be happy to provide you with a copy.

**Payment** - We accept payment by cheque; bank transfer; PayPal; debit/ credit card.



**Summer Work (nesting birds/ roosting bats)** - Tree pruning work or felling which is planned for completion between March and September may be subject to a further site inspection prior to completion of this contract. This inspection is required to prevent disturbance to nesting birds and bat roosting sites. If a climbing inspection is deemed necessary, we may have to charge an additional fee.

**Evergreen Trees, Shrubs & Climbers** – In early spring the dense foliage of conifers and climbers can be used preferentially by nesting birds, and then repeatedly throughout the rest of the summer, well into August and early September. We would recommend that all pruning and felling work proposed to evergreen trees and shrubs, like Conifers and Laurels, be completed during the winter months. Ivy covered trees can also provide good cover for nesting birds, and bats have also been found roosting behind this dense climber.

**Debris Removal** - All branch wood debris will be chipped into our truck and logs are cut to manageable sections and removed. All chippings are used to make organic mulch, or recycled for bio-energy and the logs are cut for fire wood or charcoal, while, good quality timber or unusual wood is used for greenwood furniture. Some logs are also used to create wildlife habitat, by building log piles and fixing dead and hollow logs to trees for woodpeckers and bats. If you would like to keep your woodchip or logs then please let us know.

**Habitat Improvers** - We can supply wood chip mulch material for your garden, and put up bird boxes or dead and hollow logs. If you would like further information the please send us an email, or call the office and we will send out one or our advice sheets / leaflets.

**Tree planting** – If you would like to plant a tree in your garden then we can offer you advice on a suitable choice of species. There are trees of all shapes and sizes, to improve any garden. We can also provide a quotation to source and plant your chosen tree. The young trees of today will be the mature trees of tomorrow that will continue to make our environment a green and pleasant place to live. Trees are good!

Directors: R Coombs ND Arb NPTC Assessor R J Arnold ND Arb. Tech.Arbor.A. NPTC Assessor ISA Certified Arborist

VAT Registration No. 859 0287 92 Company No. 05455888 Registered in England and Wales

Registered address: Eastbourne House, 2 Saxby's Lane, Lingfield, Surrey RH7 6DN



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**Please note:** The Company has a responsibility to comply with relevant acts of parliament that affect and may restrict the pruning or felling of hedges, trees & shrubs.

**Birds and Birds' Nests-** It is an offence under Section 1 of the Wildlife and Countryside Act 1981 (as amended) to intentionally take, damage or destroy the nest of any wild bird while it is in use or being built. It will be an intentional act if, for example contractors continue to reduce or remove a hedgerow, tree or shrub, after they have been told that birds are nesting there. The discovery of a nest during the process of work will also prohibit further cutting work within an area or buffer zone around the nest

**Bats and Roost Sites** - All bats are protected under the Wildlife and Countryside Act (Schedule 5). They are also included in Schedule 2 of the Conservation of Habitats and Species Regulations 2010. The Acts and Regulations include provisions making it illegal to:

- 1 *deliberately kill, injure or capture (take) bats.*
- 2 *deliberately disturb bats (whether in a roost or not)*
- 3 *damage, destroy or obstruct access to breeding site or resting place of a bat*

A Bat roost is interpreted as 'any structure or place, which is used for shelter or protection,' whether or not bats are present at the time. If the trees appear to have significant potential to contain a bat roost it may be necessary to take advice from a consultant and a survey may be required prior to the completion of any work.

The above will limit and may prohibit certain tree pruning or felling work during spring and summer. The RSPB consider the annual bird nesting season to be between mid- March and August, but there are often exceptions to this and care must be taken throughout the year as birds take advantage of our milder climate. Bats will use roost sites in trees between April and September, depending on weather conditions, while some species are known to hibernate in trees over the winter months. It is almost impossible to eliminate the possibility that bats may be using certain tree features, so it is essential that arborists are trained to recognise the signs of use and that procedures are in place to deal with the discovery of a roost site with a bat inside.

By contracting our services, you agree to abide by the above statement, together with the 'terms and conditions' stated below.

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### A few important things to consider

When carrying out any arboricultural task it is almost inevitable that the work will involve handling heavy or awkward pieces of timber. When we are invited to carry out a contract every effort is taken by our staff to avoid any damage to the property or belongings of our clients and their neighbours. To this end please try and help us to ensure things run as smoothly as possible, we would appreciate it if you would read through the following list as some of the points may apply to your property and the proposed work.

1. It may be possible to lift any small plants that could be damaged from within the work area. Although great care will be taken not to cause damage, should any damage occur we cannot be held responsible.
2. The larger plants that cannot be moved, you may be able to cover or mark with something brightly coloured that can be clearly seen especially from above.
3. Garden ornaments, plant pots and containers should be moved. If any such items are too heavy please ask our staff for assistance.
4. Any garden furniture that is within the work area should be moved and protected. You should be aware that when using a chainsaw in the crown of a tree, the sawdust could drift some distance. The sap from some trees can also be quite resinous and sticky, this can also drift and may be a problem on some surfaces.
5. Ornamental ponds should also be covered for the reasons above and because of the oil residue from chainsaw lubrication systems (although we use biodegradable vegetable oil).
6. To avoid damage and for the reasons mentioned above, if the trees to be worked upon are near your drive, a neighbour's drive or an area where cars, motorbikes, caravans, boats etc. may be parked or stored arrangements should be made to move them prior to the commencement of work.
7. If the trees to be worked upon form part of a boundary or overhang a neighbour's property. Please inform your neighbours before the work is due to commence.
8. We also advise that whenever possible or practical, it is best to advise neighbours that tree work is going to be carried out. With respect of the noise levels of some machinery that may be used we feel this is particularly important if there are people who work shifts or have young families.
9. If debris from the proposed work is to be cleared through a garage or the side ally of a property, please clear a suitable passageway. A clearance of 2 metres where possible is appreciated.
10. For hygiene and health and safety if you own pets please could you poop scoop the area before work starts, this is always greatly appreciated. Our team is within their rights to refuse to work in areas where there is a risk of contamination from pet waste.
11. If access to a neighbour's property is required to carry out the agreed work, we will require written consent from the neighbour before our staff can go onto their property. Should this be the case, we can provide a letter of consent for your neighbour to sign.

From our experience all the points listed above are relevant particularly when neighbours could be affected by the work.

Thank you for your time and co-operation.

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## TERMS AND CONDITIONS OF CONTRACT

### THE CONTRACTOR

The Contractor agrees to perform the work in a competent manner in line with British Standard 3998:2010 and guidelines provided by the health and safety executive, in the compliance to the specifications and quotations contained in the work schedule, provided in writing. The contractor shall employ only careful, skilled arborists that are experienced in modern, up to date arboricultural practice and have a working knowledge of Plant Health Care.

### CANCELLATIONS

The client has 14 days to cancel the contract (in writing) from acceptance date. The cancellation period will not apply for urgent/ emergency work or other such work which is undertaken at short notice.

### ALL CONTRACTS

All contracts and instructions are accepted on the basis of payment of full invoice within 7 days of the date of invoice.

### AMENDMENTS

Amendments to the contract must be made in writing.

All trees described in the work schedule / quotation, have been inspected from the ground and recommendations have been made on this basis. If while carrying out this scheduled work the contractor discovers a defect not previously detected and, it is in his / her opinion that, there is a threat to person or property, the remedial work required will be discussed with the client and any variation to the quotation will be agreed, and confirmed in writing where appropriate.

### VALUE ADDED TAX

Where applicable, VAT will be charged at the current rate of 20%.

### COMPLAINTS

Any complaints which may arise from work performed under any Contract arising from acceptance of the estimate must be made as soon as reasonably practicable after the date that the contract is completed, unless agreed in writing.

### 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, Tree Craft Ltd. will obtain the necessary permission to carry out the work from the relevant authority.

### 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 SERVICES

Unless a plan showing the exact location of underground pipes, wires or cables 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 caused (unless caused by our negligence) as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to property resulting there-from and the owner of the land or his agent shall be solely liable for such damage.

### POWER LINES OR TELEPHONE CABLES

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.

### REMOVAL OF TREE DEBRIS

The debris arising from any tree work will be dealt with as per the quotation, either chipping on site, stacking or complete removal. Where debris has to be removed from the property through a house, while the company employees will take great care, it is the client's responsibility to provide adequate protection for the internal furnishings, and the company cannot be held liable for damage caused to unprotected areas.

### COMPLETION OF CONTRACT

The Contractor will not be liable in damages or otherwise because of non-performance of a Contract arising on account of adverse weather conditions, strikes, lock-outs, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, we retain the right in such circumstances to cancel the contract in whole or part. Completion date shall be contingent upon weather conditions.

### EXPIRY OF QUOTATION

Six months after the submission of the quotation, the Contractor reserves the right to withdraw and re-price work, unless otherwise agreed in writing on acceptance of the instructions from the Owner. Upon acceptance of the Contract the agreed price will remain as per quotation until the work has been completed.

### 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 Contractor reserves the right to re-quote accordingly.

### TREE FELLING

Trees will be dismantled in sections (section felled) or clear felled according to the specific circumstances and available space; this judgement will be made at the time of completion of contract, according to the contractor's opinion of the site conditions and the site specific risk assessment. Felling the tree to ground level means, as close to ground level as reasonably possible to cut with a chainsaw while allowing for stones and soil in-bedded in the trunk.

### STUMP GRINDING

Stump grinding involves the removal of the tree stump but does not include the removal of lateral roots 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, unless otherwise agreed in writing.

### INSURANCE COVER

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

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