

## TERMS & CONDITIONS

Last Updated 24.04.18

These Terms and Conditions apply to all transactions and agreements between Total Tree Solutions UK Ltd and its clients.

Please ensure you have familiarised yourself fully prior to acceptance of a quotation and commencement of works.

### 1. Definitions

- 1.1. Contractor: "Total Tree Solutions UK Ltd" (here after referred to as "Total Trees") representing all staff directly or indirectly employed by the company
- 1.2. "Client": person commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party
- 1.3. "Quotation": written specification of the works as discussed on site and sent to the client
- 1.4. "Works": refers to tree surgery, arboricultural advice and liaison with local authorities
- 1.5. "Contract": agreement between Total Trees and a client in which the client requires Total Trees to undertake certain specified works and Total Trees agrees to do this for a given remuneration

### 2. Quotations

- 2.1. All quotations and cost estimates are without obligation
- 2.2. There is a "cooling off" period of 14 days on all quotations
- 2.3. Quotations are valid for eight (8) weeks from their date of issue, after which time the contractor is entitled to draw up a new quotation/amend costs
- 2.4. All works will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 2.5. The contract takes effect on acceptance by the client, either verbally or in writing, of the quotation submitted by the contractor
- 2.6. The contractor commits to executing the works to the best of its ability, thereby employing sound professional knowledge, skills and experience, with due regard to the client's requirements and in compliance with all relevant regulations and standards
- 2.7. The contractor shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works
- 2.8. Scheduled works should be cancelled by the client on a 24 hours' notice basis. In this case Total Trees reserves the right to charge for any materials related to the scheduled works such as trees that have already been purchased by the contractor.
- 2.9. Costs of any additional works requested by the client falling outside of the original

quotation will be specified in an additional quotation

2.10. The contractor reserves the right to delay or cancel works that: (a) are deemed a potential hazard (b) are affected by inclement / dangerous weather (c) interfere with the safe retention of wildlife habitats (d) are compromised by unforeseen circumstances

2.11. In the event of bankruptcy or liquidation of the client, Total Trees is entitled to delay the contract, ask immediate payment of the remuneration agreed upon or annul the contract

2.12. In the event of a force majeure, including all exterior causes (foreseen or unforeseen) over which the contractor has no influence and which prevents it from meeting its obligations, the parties will agree to either suspend or annul the contract

2.13. The contractor's contractual obligations end upon receipt of acknowledgement of works completion by the client, this can take the form of payment by the client. The client's contractual obligations end upon full remuneration to the contractor.

### **3. Liability**

3.1. TT is insured for liability resulting from injury to persons or property, and all its employees are covered by Employer's Liability Insurance. The parties herein agree that in no instance may the customer seek damages in excess of TT policy liability. Further, once work is completed under this contract, owner agrees to indemnify and hold harmless TT and its agents for any injury, loss or expense associated with work performed or in any way related to services performed with this contract.

(Certificates of insurance available upon request)

3.2. The contractor is responsible solely for damage that is the direct and demonstrable result of a shortcoming for which the contractor can be held accountable

3.3. The contractor does not accept liability for any damages to (underground) services that were not advised of by the client prior to commencement of the works

3.4. The client is responsible for informing neighbours in the event where works need to be carried out on their tree and which necessitates access to their property

3.5. Total Trees agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays due to inclement weather, labour or any other cause beyond its control; nor shall the customer be financially remunerated for delays.

3.6. No additional warranties of work will be given due to the varied nature and growth patterns of trees and shrubbery, unless specifically agreed in writing to the contrary

### **4. Payment**

4.1. The contract price takes into account factors such as travelling time, site conditions, parking costs, arrangements with local authorities regarding the safeguarding of the area, manpower required and the need for hired equipment

4.2. Invoices should be paid on completion of works, unless agreed otherwise. The contractor reserves the right to charge interest on fees outstanding for more than 30 days at the rate of 4% above the Current Bank of England interest rates per month, from the agreed



date of payment, and every 30 days thereafter. Total Trees reserves the right to implement legal recovery on any balances still owed from 60 days after due payment

4.3. Queries. To log an invoice query please email [accounts@totaltrees.com](mailto:accounts@totaltrees.com). All invoice queries must be notified within seven days of invoice date.

4.4. VAT will be charged at the current rate

### **5. Non-Competition**

5.1. The Client shall not, during the course of hiring the Services of Total Trees or following the completion thereof, solicit any of the Company's customers, clients or staff (either directly or indirectly employed) with which the Client has had Dealings prior to the date of the completion of the Services or for a period of 6 months after contract termination.

5.2. The restriction in sub-Clause 5.1. can be waived on a Per-Client basis by the Company in writing on written request from the Client, such consent not to be unreasonably withheld. No waiver may be given if it shall violate any prior agreement between Total Trees and the Client.

### **6. Law and Jurisdiction**

6.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

6.2. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

6.3. The law of the United Kingdom applies to all legally binding transactions between the client and the contractor

### **7. Complaints**

7.1. Complaints that may arise from the work performed under the contract and arising from the acceptance of the estimate must be made in writing within a period of seven days from the date of invoice, unless agreed in writing to the contrary