

## TERMS AND CONDITIONS 2010

### 1. DEFINITIONS:

**The Client:** Being the person or persons who has requested a quotation for works/ authorised the works to proceed and will normally be the owner of the trees specified or will be the owners representative in whatever capacity with regard to said trees.

**The Contractor:** Being Arbortech Tree Specialists Ltd who has carried out the site inspection and forwarded the quotation for works. The Contractor shall provide the works to the Client subject to these terms and according to British Standard 3998:1989. The Contractor may at any time without notifying the Client make any changes to the works which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the works.

**The Quotation:** Being the written specification and costing for works as inspected and/or discussed on site and sent to the client. Quotations are valid for six months from their date after which period the Contractor reserves the right to amend costs/submit a new quotation.

**The Works:** Being the tree work operations as detailed in the quotation.

**The Contract:** Being the works in the quotation requested/accepted/agreed by the client in writing.

### 2. GENERAL :

**Tree Preservation Orders/Conservation Areas:** If the trees detailed in the quotation are covered by individual or group Tree Preservation Orders or are located within a Conservation Area the Contractor can/will obtain any necessary Local Authority consents for work on behalf of the client on written acceptance of the contract.

**Insurance:** The Contractor is covered by £5,000,000 Public Liability Insurance. Copies are available for inspection on request or you can visit our website to see/download a copy [www.arbor-tech.co.uk](http://www.arbor-tech.co.uk).

**Additional Works:** If, during the execution of the contract additional works are requested by the client which are outside of the original quotation, then their cost can be agreed on site (and signed in confirmation by the client on the quotation sheet) or an additional quotation can be prepared which may necessitate a further site inspection(s) by the original estimator.

**Emergency call out 24/7:** Set rates apply and are chargeable from time of instruction.

**Cancellation:** 48 hours notice of cancellation of scheduled works is required, otherwise a minimum call out charge of £90.00 + VAT will be levied.

**Neighbouring Trees:** If works are to be carried out on a clients neighbours trees which necessitate access to their property then written consent from the owner will be required. Any works carried out on a clients neighbours trees which do not necessitate access to their property do not need written consent but it is deemed prudent to inform them of proposed works. All the above are the sole responsibility of the client.

**Day/Hourly Rate:** Where applicable day/hourly rates will be quoted on a man-hour basis and will cover travelling time in addition to time on site.

**Weekend/Public Holiday Rate:** Works undertaken on Saturdays are subject to a 50% surcharge, works undertaken on Sundays/Bank Holidays are subject to a 100% surcharge.

**Payment:** Accounts must be settled within 30 days of the date of the invoice. This is irrespective of whether or not the instructing party has been paid by their principal or client. Overdue accounts will be charged interest at the rate of 8% above the bank base rate per month. All materials remain the property of Arbortech Tree Specialists Ltd until such time as they are paid for in full.

**Invoice Queries:** Any discrepancy relating to our invoice must be notified by the customer to Arbortech Tree Specialists Ltd, in writing, within seven days of the date of the invoice.

**Payment:** VAT is applicable and will be charged at the current rate. Please make cheques payable to Arbortech Tree Specialists Ltd and quote the invoice number on the rear. VAT registration number 734 5707 26. BACS payments to be made to account number 10158887, sort code 16-20-36 and quote the invoice number as reference.

**Debt Recovery:** All unpaid accounts will be referred to the Small Claims Court. Arbortech Tree Specialists Ltd reserves the right to claim compensation in respect of debt recovery costs.

**Complaints:** Any complaints/queries relating to the satisfactory completion of works must be raised with our head office within 48 hours of the works being carried out, otherwise the contractor reserves the right to charge additional fees for further works/attendance/amendments.

**Settlement of disputes:** The contractor will do everything possible to resolve any misunderstandings arising from contract works to the satisfaction of both parties.

### 3. THE WORKSITE:

**Site Conditions:** The contract price is based on site conditions as inspected by the estimator. The contractor reserves the right to levy additional costs subject to the degree of additional obstruction or to delay, postpone or rearrange works as necessary. The works area must be accessible prior

to commencement of works. The contractor does not accept any responsibility for any damage or loss incurred through the need to clear access for works.

**Services:** The contractor will, upon written acceptance of contract, make any necessary arrangements with relevant authorities to make safe any external/ overhead power services. Any costs will be chargeable to the client.

It is the responsibility of the client to inform the contractor of any underground services within the proposed area of works prior to commencement. The contractor will not accept liability for any damage to services not informed about and reserves the right to cancel works deemed a potential hazard. Any injury to operatives caused through contact with undisclosed services will remain the responsibility of the client.

**Weather conditions:** The contractor reserves the right to delay, postpone or cancel works affected by inclement/dangerous weather conditions and to resume works as soon as conditions allow.

**Wildlife and Countryside Act: 1981/2000 – Crow Act (2000) Bats:** The contractor shall take all reasonable steps to ensure the safe retention of any wildlife habitats and reserves the right to delay, postpone or cancel works accordingly and to resume works as soon as practical.

**Site Clearance:** The contractor shall take all reasonable steps to ensure the worksite is left clear and safe at the days end and on completion of all works.

#### 4. EXPLANATION OF TERMS:

**Crown clean:** Being the removal of dead wood, dying, diseased, weak, suppressed, split, broken, hanging crossing and rubbing branches and epicormic growth (small shoots emanating from the main trunk and stems) from the crown.

**Crown lift:** Being the complete removal of lowest branches to main trunk and/or the reducing back in length of lowest branches thus increasing the height of the main crown line above ground level (usually expressed in metres).

**Crown thin:** Being the removal of all branches as in 'crown clean' and the removal of further smaller diameter branches evenly throughout crown in order to lessen the crown density and thus improve light through the tree. Crown thinning will not result in any major alteration in the outline of the tree (usually expressed as a percentage).

**Crown reduce:** Being the all round reduction of the crown size of the tree (not the trees' overall height) unless otherwise specified (usually expressed as a percentage). In some cases only partial crown reduction is specified in order to clear buildings, street furniture etc (usually expressed in metres).

**Dead wood removal:** Being the removal of all major dead wood in the tree down to 3-4cm.diameter.

**Formative prune:** Being the minimal pruning of, usually, young trees to maintain optimum initial branch structure and crown balance in order to pre-empt potential future problems.

**Trim:** Usually refers to hedging and shrubs both evergreen and deciduous. Being the pruning back to flatten off or round off of growth to contain spread and maintain control/optimum visual appearance and shape.

**Pollard:** Being the removal of all growth back to main trunk or trunk knuckles, unless otherwise specified.

**Fell:** Being the complete removal as near to ground or surrounding soil level as possible of the tree, leaving a stump. Usually entails the dismantling of the tree in sections.

**Grind down stump:** Refers to the stump at or as near to ground level as possible. Being the mechanical chipping out of the stump to 300mm below ground level only. The trees' radial root spread remains intact unless otherwise specified. Arisings are removed to leave area level.

**Grind out stump:** In some cases, usually with smaller shallow stumps, it would be possible to grind out the whole stump. On larger stumps the grinding of radial roots down to a certain diameter may be specified.

**Grub out:** Refers to the stump and roots of a tree. Being the physical/manual digging out of a stump and its root system (usually applying to smaller trees).

**Winch out:** Refers to the stump and roots of a tree. Being the physical/manual excavation of the area around the tree/stump, the severance of major radial roots and the mechanical winching out of the ground of the stump then the backfilling of the area where possible to level (usually refers to larger trees).

**Treat stump to prevent regeneration:** Being the poisoning of the stump at ground level following felling work effectively to prevent the tree from re-sprouting Product used: Amcide; a systemic product which breaks down to a nitrogenous fertiliser after 6-8 weeks. Treated stump to be kept covered until such time.

**Spraying:** Tree/shrub spraying with insecticide/fungicide can only be carried out with the appropriate licence. Arbortech Tree Specialists Ltd hold the correct licence.

**Brace:** Being the support of the trees' branch/limb structure by mechanical means in order to extend its safe useful life expectancy. Cable bracing involves the use of bolts drilled through the trunks and connected by steel cables. Cobra bracing involves the use of nylon rope encircling trunks and connected to itself. Similarly tree branches/limbs can be supported with steel props installed into the ground.