

Terms & Conditions of Services For Branch Walkers Tree Services Ltd

29 St Edyths Road, Sea Mills. Bristol BS9 2EP 01179682361

e-mail :- branchwalkers@hotmail.com

info@branchwalkers.co.uk

The Contractor - the person or business undertaking the works & The Client – the person or business instructing the works (and in so doing and accepting the quote, agrees to / accepts the following terms & conditions)

- Notice of the right to cancel "cooling off period" The client has 14 days to cancel the contract (in writing) from the acceptance date. In the event of cancellation at short notice costs may be proportionally incurred by the client.
- GDPR compliance- Please be reassured that we only use your personnel information for the purposes of completing the requested works. Our IT systems are secure and we do not share your details with anyone unnecessarily. We would share your details with the local authority/ Forestry England if we need to make an application on your behalf for consent or apply for a felling license to undertake the works.
- This Quotation is valid for 90 days and takes into account any `value`, monetary or otherwise, the arisings may have unless stated otherwise. If the quotation is accepted after the 90 day the contractor has the right to request a re-quote.
- Following written/verbal instructions from the client. The contractor will check with the local planning authority.
- Whether the tree(s) are the subject of a Tree Preservation order
- Whether the trees are located within a conservation area
- The contractor will also consider whether a Felling license is required from Forestry England or if any other permissions/consultations are required i.e. Natural England/environment agency. NB. Please note, if the supplier undertakes the necessary local planning authority application/notification an appropriate administrative charge of £50.00 plus vat will be charged. Should the services be no longer be required.
- In the event of a variation to the quotation as a result of: Amendments to works required prior to arriving on site, or changes in site/ground conditions since the original visit or additional works requested whilst on site the communication sheet will be completed with the agreed amendments will be entered on it together with the person's name details who authorized the variations and costs.
- If a start date has been agreed by the client but the site was unsuitable/unsafe/obstructed/ or the team are turned away you will incur a fee of 75% of original cost plus any hired in machinery costs if applicable at full cost.
- Where works are proposed to third party trees, i.e. `neighbours trees`, the contractor will require 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 possible.
- All tree works will be completed in accordance with British Standard 3998 `Tree work recommendations` where possible unless otherwise instructed or agreed.
- Arisings from tree works (inc. twigs/branches/woodchips/logs/trunks/foilage etc) will be removed from site and become the property of the contractor unless otherwise agreed or instructed in the quotation.
- Stump grinding will be to done to as safe as possible to below ground level and will include the removal of the stump buttress but will not include lateral roots. The client must advise the contractor of any underground services in the vicinity of the stump prior to starting. All arisings from this process will remain on site. They will be back filled into hole. This may result in a heaped effect being left but over the course of time this will reduce down.
- On completion of the works 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 prior to commencement of works.
- If the work spreads over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand.
- An invoice will raised on completion of all quoted/required works and payment is required within 14 days unless otherwise agreed by the contractor. Unsatisfactory jobs must be immediately notified to the contractor within a minimum period of 24 hours.
- The contractor holds 10, million public liability insurance cover and a copy of certificate is available on request. The contractor will operate in accordance with good industry practice. All Health & Safety standards & company procedures. An onsite risk assessments are completed for all sites. Method statements are produced for all commercial sites. The outcomes of both are made aware to all site staff prior to works commencing. Any constraints i.e. Access during the work duration will be recorded & control measures will be out in place.
- The contractor will undertake the works as scheduled and is aware of ecological and wildlife legislation including:-
Wildlife and countryside act 1981
Countryside and rights of way act 2000
Conservation of habitats and species regs 2017
This legislation requires the contractor to assess the impact of the works which may result being delayed as a result of nesting birds, roosting bats or similar being present.

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