



## Trading Terms and Conditions

### Definitions

**The Client:** Being the person, persons, or authorised agent of an establishment or legal entity that has requested a quotation for the supply of services or goods.

**The Contractor:** Being Christopher Hoare Tree Services Ltd.

**The Quotation:** Being the written specification and costing for works as inspected and/or discussed on site and sent to the client for approval. Quotations include travelling time to and from site. Quotations are valid for 90 days from their date, after which the Contractor reserves the right to submit a new quotation.

**The Works:** Being the services or goods to be supplied as detailed in the quotation or any combination of these.

**The Contract:** Being the works in the written quotation as requested, accepted and agreed by the client, with confirmed acceptance received in writing, by email or via verbal instruction.

### General

#### **1) Notice of the Right to cancel or "Cooling off period".**

Where a domestic client agrees a price onsite with the contractor a 14-day cooling off period applies from the date of the agreement. Cancellation must be by using a durable format within that period. Where works are started within the 14-day cooling off period the client may cancel at any time during that period but will be liable for the cost of the work undertaken up to that point.

The full charges for emergency call out work is payable once the work has commenced irrespective of cancellation where it affects urgent household repairs.

Goods are supplied to domestic consumers with a 14 day returns policy from the date of supply. Bespoke, customised, or perishable goods such as planted trees or shrubs are excluded from this policy.

All other clients reserve the right to cancel accepted works within 14 days of agreement. Charges may apply where re-stocking, returns or other costs are incurred directly by the contractor because of the contract acceptance.

#### **2) Cancellation**

A minimum of 24 hours notice of cancellation of scheduled works is required, otherwise a levy of 20% of the value of the work plus VAT at standard rate will be chargeable to the client (minimum charge £90+VAT). If scheduled works are cancelled following the contractor submitting any planning documentation, for works on a tree with a Tree Preservation Order or within a Conservation Area, a £60 plus VAT fee will be chargeable to the client.

#### **3) Tree Preservation Orders and Conservation Areas**

If the trees detailed in the quotation are covered by a Tree Preservation Order or are located within a National Park or Conservation Area the Contractor can obtain any necessary Local

Authority consent for works on acceptance of the quotation contract terms. Where the client obtains their own consent from a Local Authority, the Contractor reserves the right to charge for lost time if the client has not obtained correct permissions and made the original or copies of said consent available to the Contractor.

**4) Private Covenant and Collateral Warranty**

Disclosure of private covenant or legal obligations that apply to the contract shall be the responsibility of the client and liability shall not attach to the contractor for a breach of any such obligations where it is not reasonably disclosed or other explicitly accepted by the contractor.

No collateral warranty or letters of assurance will be provided by CHTS.

**5) Tree Works**

All tree works will be undertaken with respect to the relevant section of the British Standard *BS3998: "Tree Work Recommendations"* wherever possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.

**6) Insurance**

All work carried out by the Contractor is covered by full 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 for Professional Indemnity Insurance (up to £1 million.)

**7) Additional Works**

If variations or additional works which are outside of the original quotation are requested by the client whilst operatives are on site, then additional costs may be agreed on site at the discretion of the operative, and signed in confirmation by the client on the work sheet, or via an exchange of email with a surveyor or company manager. The Contractor reserves the right to refuse any additional works outside of the agreed contract without undertaking further site inspections and providing a new quotation.

**8) Emergency Call Out**

Set rates apply and are chargeable from time of instruction. These can be obtained from our office upon request.

**9) Neighbouring Trees**

Where works are to be carried out on trees/hedges/fences etc. belonging to a neighbour of the client, and where access is required to said neighbouring property, then written consent from the neighbour will be required prior to starting. Where works carried out on trees/hedges/fences etc belonging to a neighbour of the client that do not necessitate access to the neighbouring property there may be no need for written consent, but it is deemed prudent to inform the neighbour of proposed works where practicable, and in any event cuttings should be offered back to said owner of the tree / hedge. This term is the sole responsibility of the client. If operatives of the contractor are refused entry to a neighbouring property where the client has not obtained written consent, the client will be charged as per the 'cancellation' term.

**10) Parking**

If Contractors vehicles are required to park in 'Residents Parking' or "Pay and Display" bays any fees/fines incurred will be chargeable to the client + VAT.

### **11) Weekend/Public Holiday Rate**

Works undertaken on a weekend or public holiday at the request of the client will be subject to a surcharge. Works undertaken on a Saturday will be subject to a 25% surcharge. Works undertaken on a Sunday or public holiday will be subject to a 35% surcharge. This does not apply to emergency works where other chargeable rates apply.

### **12) Payment**

Payment is due upon the satisfactory completion of the contract, and upon immediate receipt of the invoice unless otherwise agreed in writing. Payment can be made by BACS transfer, card payment over the phone, or by cheques made payable to "Christopher Hoare Tree Services Ltd".

### **13) Late Payment**

If we do not receive payment within 14 days from the original invoice date, charges may apply and will be added to the invoice.

Where payments are not made on or before the due date, the Contractor will be entitled to charge interest at 4% above the base rate of the Bank of England for the time in which the amount remains overdue.

If we must instruct and involve a solicitor for the resolution of unpaid invoices these costs will also be recovered.

### **14) Complaints**

Any complaints or queries relating to the satisfactory completion of works must be raised with our office as soon as possible after the discovery of unsatisfactory work and at the latest within 48 hours of receipt of invoice, otherwise the contractor may not accept any claim and will reserve the right to charge additional fees for further works or site attendances.

### **15) Settlement of Disputes**

The contractor will endeavour to resolve any misunderstandings arising from contract works to the satisfaction of both parties. If amicable agreement cannot be reached between both parties then a suitable third party for mediation/resolution purposes should be sought. The Contractor anticipates that such disputes will be mediated and resolved through our membership of the government TrustMark scheme.

By law we are required to inform you that TrustMark provides an alternative dispute resolution service that would be competent to deal with your dispute.

We have chosen to participate in the TrustMark alternative dispute resolution service, and as such, should you wish to use this service, you must do so by sending an email to: [Disputes@TrustMark.org.uk](mailto:Disputes@TrustMark.org.uk), by telephoning: 0333 555 0334 or by writing to TrustMark at TrustMark House, 5 Prisma Park, Berrington Way, Basingstoke, Hants, RG24 8GT.

### **16) VAT**

VAT is applicable on all services and goods and will be charged at the prevailing respective rates for the services and /or goods supplied.

### **17) Data Protection**

We only use your personal information for the purposes of completing our work for you. Our IT systems are secure, and we will not share your details with anyone without your permission. We will however share your details with the statutory bodies e.g. planning authority, if we need to make an application for permission or consult with them on your behalf. Please refer to our data protection policy on our website for full details.

## **The Worksite**

### **1) 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 the works. The Contractor does not accept any responsibility for any damage or loss incurred through the need to clear access for works. The Contractor reserves the right to cancel works deemed a potential hazard due to changes in site conditions from the original site survey. If the client or other agent's thereof are responsible for changes to a worksite that results in a cancellation of works, the client may be charged a cancellation fee as above.

### **2) Services**

It is the responsibility of the client to inform the contractor of any overhead services and any potential for underground services within the proposed area of works prior to commencement. The Contractor will not accept liability for any damage to services that they are not informed about.

### **3) 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.

### **4) Wildlife and Countryside Act**

Birds, bats, protected species: The Contractor shall take reasonable steps to ensure the safe retention of any protected wildlife, habitats or species and reserves the right to delay, postpone or cancel works accordingly in order to minimise disturbance to wildlife, and to resume works as soon as practical.

### **5) Site Clearance**

The Contractor will take all reasonable steps to ensure the worksite is left clear and safe at day's end, and on completion of all works.

### **6) Ownership of Timber and/or arisings**

The Contractor will take ownership of all timber and/or arisings created from performing the works unless otherwise stated and agreed by the client and the surveyor or a member of the senior management team prior to the start of the works. The Contractor may dispose of the timber and/or arisings as they see fit.

## **Consultancy & Advice**

### **1) Intellectual Property and Copyright**

Copyright in all drawings, plans, specifications, bills of quantities, schedules, reports, records, calculations, and all other documents digital or hard copy including computer software and revision of these ("Documents") prepared by the Contractor for the purposes of the project, shall remain the property of the Contractor. Subject to the Contractor being paid all sums due under the Agreement, the Contractor grants to the Client a royalty-free, irrevocable, non-exclusive licence to use and reproduce the Documents and any designs contained in them for any purpose relating to the project, including the construction, completion, maintenance, operation, letting, sale, reinstatement, mortgaging, refurbishment, and repair of the project (but not for any extension of the project without the Contractor's written consent).

Should you wish to know more about Christopher Hoare Tree Services Ltd, or view our insurances, accreditations and policies, please visit our website: [www.chtstrees.co.uk](http://www.chtstrees.co.uk)