

## **Terms and Conditions of Service**

12/06/2016

### **This is the Terms and Conditions of Service of Golden Crown Tree Surgery and Landscape Management**



#### **Terms & Conditions of Service**

These Terms and Conditions apply to all transactions and agreements between Golden Crown Tree Surgery and Landscape Management and its clients.

#### **Definitions**

1. Contractor: Golden Crown Tree Surgery and Landscape Management, representing all staff directly or indirectly employed by the company.
2. Client: person commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party.
3. Estimate: written specification of the works as discussed on site and sent to the client.
4. Works: refers to tree surgery, arboricultural advice, landscaping and liaison with local authorities.
5. Contract: agreement between Golden Crown Tree Surgery and Landscape Management and a client in which the client requires Golden Crown Tree Surgery and Landscape Management to undertake certain specified works and Golden Crown Tree Surgery and Landscape Management agrees to do this for a given remuneration.

#### **Estimates**

6. Estimates are valid for six weeks from their date of issue, after which time the contractor is entitled to draw up a new estimate/amend costs.

#### **Entering into an agreement, execution of commission**

7. The contract takes effect on acceptance by the client, in writing, of the estimate submitted by the contractor.

8. The contractor commits itself 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.

9. The contractor shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works.

### **Alteration/withdrawal/end of contract**

10. Scheduled works can be cancelled by the client with a minimum of 24 hours notice of the agreed start date. This must be done by email or phone and acknowledged by Golden Crown Tree Surgery and Landscape Management. If the client fails to do so, a minimum charge of 60% will be levied.

11. Costs of any additional works requested by the client falling outside of the original estimate will be specified in writing and signed for by both parties, and the additional cost added to the final invoice.

12. 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.

13. In the event of a contract being withdrawn by the client after works have commenced, he/she will pay the contractor 75% of the remuneration agreed upon at the start of the contract.

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

15. In the case of any unforeseen circumstances, including, but not limited to, all exterior causes 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.

16. The contractor's contractual obligations end upon completion of the works as specified within the estimate. The client's contractual obligations end upon receipt of the remuneration by the contractor.

### **Liability**

17. 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.

18. 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.

19. 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.

20. The client is bound to indemnify the contractor from any claims from third parties arising after completion of the works.

### **Payment**

21. 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.

22. 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 14 days at the rate of 10% per week from the agreed date of payment.

### **Legal System applicable**

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