

## **Tree Monkey Tree Care Ltd**

### **Terms and Conditions**

We are very keen to provide a quality service and a high level of customer satisfaction. Please take a few minutes to read the information below as this forms the terms and conditions of our contract. Further information about the company is available on our website [www.tree-monkey.co.uk](http://www.tree-monkey.co.uk)

We agree to perform the work in a competent manner in compliance to the specification and price contained in our quotation. Amendments to the contract must be made in writing and any complaints, which may arise from work performed under any contract must be made within 7 days from the date of invoice, unless agreed in writing to the contrary.

**Acceptance of the contract and programming of the work:** When you accept the quotation, we will start the work planning process which may include dealing with permissions from the Local Authority (see the clause below in respect of 'do I need permission'). We will advise you of the estimated completion date for your work. All customers are entitled to a 14-day cooling off period following acceptance of the quotation and after this period, in the event of a cancellation at short notice, we may charge a percentage of the quotation to cover our costs (please refer to Cancellation of Agreed Works terms below). Work can however commence within the cooling-off period so long as the customer expressly agrees to this.

**Cancellation of Agreed works:** The following terms apply to all cancellations: Up to 3 working days before programmed works, cancellations are able to be made without penalty or fees by notification in writing to John Jones, Director, Tree Monkey Tree Care Ltd, 25 Windmill Way, Tring, HP23 4HH or via email [info@tree-monkey.co.uk](mailto:info@tree-monkey.co.uk). Within 48 hours 50% of the overall cost of works is payable, you must cancel in writing to the above address or email. Within 24 hours of programmed works 100% of the overall cost of works is made payable, notification in this instance initially can be verbal, however written cancellation must still be provided to the above address or email. For the avoidance of doubt the cancellation in writing or email must be received by Tree Monkey Tree Care Ltd within the time period stated. This is to cover the cost of mobilisation, labour and machinery hire costs. All above cancellation fees must be settled within 30 days of the cancellation date. Special considerations will be taken into account and percentages payable maybe lowered in exceptional circumstances entirely at our discretion.

#### **When do I pay?**

**Commercial Customers:** Once the job is completed, it will be signed off by the Team Leader. If you feel the job was not completed to your satisfaction or if you have any queries relating to the work carried out, please discuss this with the Team Leader. Alternatively, please contact John Jones, Director, within 48 hours of completion to discuss. The office will invoice 'signed off' jobs within 3 days. All contracts and instructions are accepted based on payment of full invoice price within 30 days of the date of invoice. Where applicable, value-added tax (VAT) shall be charged at the current rate.

**Domestic Customers:** Once the job is completed, it will be signed off by the Team Leader. If you feel the job was not completed to your satisfaction or if you have any queries relating to the work carried out, please discuss this with the Team Leader. Alternatively, please contact John Jones, Director, within 48 hours of completion to discuss. The office will invoice 'signed off' jobs within 3 days. All contracts and instructions are accepted based on payment of full invoice price upon receipt of the date of invoice. Where applicable, value-added tax (VAT) shall be charged at the current rate.

**Standard of work:** All work shall be completed in line with BS3998 (Recommendations for Tree Work) where appropriate unless instructed otherwise by the customer.

**Disposal of waste; do you take everything away?** Most customers these days require removal of all arising waste material from site, and this will normally be specified in the quotation. However, woodchips make useful garden mulch and we are increasingly finding clients requesting that the chips are left for their own use. Timber may also be left for firewood, but it is not normally left in sizes 'ready for the fire' unless specified in the quotation.

**Access:** Failure to provide clear access for the duration of works which results in periods of down-time or slowed progression may incur costs, it is the responsibility of the client to ensure access is made available at all times. Additional charges are to include hire of personnel and machinery if access cannot be made. Where machinery is hired by the day; the whole cost of the machinery will be chargeable. If keys are required to access site, this must be raised at time of quotation. Please note it is important due to the nature of our work that emergency services can access our site at all times, failure to comply with this Health & Safety requirement may force us to cease works until access is made available, which may incur further charges.

**Will my neighbours be affected?** Sometimes it is necessary to have access to a neighbouring property, particularly when branches overhang. It would be very helpful if you could inform them of your intention to carry out work and the date on which it will take place.

**Stump grinding:** Stump grinding is normally carried out either on or within a few days of the felling. We will call you to arrange a convenient time to undertake this work. Stump grindings are normally used to backfill the resulting hole as they decompose rapidly. The chippings can be removed from site, but this would incur an additional cost. We will grind the main stump and any large lateral roots in the main area of the stump. We will not chase every root back from the stump unless by prior costed arrangement with the customer.

**Do I need to protect my walls or lawns?** Whilst our staff will operate with care and diligence often our work entails the carrying of large amounts of material over lawns and past the house/property. Please make sure that vulnerable surfaces (such as white walls) are adequately protected (builders polythene is a good method) and that fragile objects are moved (such as pots etc). Our staff will be more than happy to move heavier objects for elderly or disabled clients. Lawns tend to recover rapidly but very wet weather can give rise to very muddy conditions. We can provide boards to protect the lawn. However, this is not a standard procedure and may incur an additional cost. If in doubt, please discuss with John Jones, Director, in advance of job being undertaken. If there are dogs present at the property or neighbouring properties that we might need to access, it is vital that any mess is completely removed before we arrive.

**Crown reduction:** This operation reduces the overall size of the crown. To avoid ambiguity, the specified result will be stated either as the tree-height and branch-spread which are to remain, or the average equivalent in branch length (in metres). End results shall be specified for individual branches if the growth pattern of the tree creates a need for this, or where clearance from a specific object is required.

**Crown thinning:** In crown thinning, an even density of foliage is removed to create a well-spaced and balanced branch structure which could, if required, provide an adequate framework for a possible future crown reduction. If the objective is to lessen the overall loading on a defective branch or stem, crown reduction and reshaping should be chosen in preference to crown thinning. The percentage of the leaf-bearing twig structure to be removed in crown thinning should be kept to the minimum required to achieve the objective and, in any case, should not exceed 30%. The percentage shall be stated in the work specification. Material shall be removed systematically from throughout the tree rather than from the inner crown only. Cutting branches back to the main stem will generally be avoided, although structurally weak or hazardous branches shall be removed if there is no alternative.

**What time will the team arrive?** Most jobs are completed efficiently and on time. However, occasionally a job will over-run or the weather will prevent us from working to time. The earliest time the team will arrive is 8.00am. However, in the case of smaller contracts, we are not able to estimate an arrival time until late afternoon of the previous day and can only then advise either am or pm arrival. We will of course make every effort to please clients who particularly require a morning or afternoon visit.

**Do I need permission?** The trees within this contract specification may be in a Conservation Area or be subject to a Tree Preservation Order. Upon acceptance of our quotation, we shall check for the presence of legislative protection. We would be happy to make an application on your behalf but would advise that a charge may be made for this service but no additional charges shall be applied to this work without first seeking your acceptance. Investigation of Private Covenants shall be the responsibility of the Owner and no liability shall attach to Tree Monkey Tree Care Ltd for a breach of any such Covenant.

**Tree Preservation Orders (TPO) and Conservation areas:** All works carried out by Tree Monkey Tree Care Ltd are subject to a full TPO and Conservation area status check with the local council. If an application to the council is required we can complete this on your behalf for an administration fee of £50 + VAT.

**Do you replace trees/shrubs that die?** We endeavour to obtain good quality plants that comply to BS3936 (Nursery Stock – Specification for Trees and Shrubs) which are handled with care and planted to industry standard. It is important however that you look after your new plantings and ensure that they are regularly watered and maintained. Trees and shrubs that fail due to circumstances beyond our control shall not be replaced. This includes any damage arising from attributable factors of ground condition, aftercare or climatic factors. Please ask our staff for guidance on how to look after new trees if in doubt.

**Do I need to treat the stump after felling?** The majority of conifers will cease to grow following felling and will decay naturally. Some deciduous species will send up shoots. We try to avoid the use of chemicals but on request will apply a single treatment to manufacturer's specification. Further treatments (if required) will attract additional cost. Alternatively we can provide advice on products that can be bought from garden centres that can be used to treat stumps to prevent re-growth. No guarantee can be given as to the efficiency of a pesticide after application, due to conditions beyond our control.

**Underground and overhead services:** Although every reasonable effort shall be made to locate the presence of underground services, unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to us by the Owner of the land or his agent prior to the formation of the Contract; we shall be under no liability for any damage caused as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to property resulting there from, and the Owner of the land or his agent shall be solely liable for any such damage. Any charge for the removal of power lines or telephone cables shall be the responsibility of the Owner, unless otherwise agreed in writing with us.

**Additional Works:** Additional works from the client may be requested whilst on site on the day of works, this will be quoted verbally and if possible undertaken on the same day, if time allows and added to your invoice under additional works. If it is not possible to complete on the same day or if time does not allow, a written quotation will be provided with a view to re-visit. Costs may exceed that of initial costs quoted.

**Measurements:** All measurements mentioned in any correspondence are approximate.

**Insurance:** All work carried out by us shall be covered by Public Liability Insurance.

**General:** Tree Monkey Tree Care Ltd shall not be liable in damages or otherwise because of non-performance of a Contract arising on account of adverse weather conditions, strikes, lock-outs, war and civil commotion; or lack of adequately skilled labour due to causes beyond our control. Further, we retain the right in such circumstances to cancel the Contract in whole or in part. Completion dates shall be contingent upon weather conditions. 90 days after the submission of the quotation, we reserve the right to withdraw and re-price work, unless otherwise agreed in writing on acceptance of instructions from the Owner. Quotations for felling are based upon the assumption of trees being free from metal, stone or other hidden obstructions. In the event of a tree being impossible to fell in the normal way, Tree Monkey Tree Care Ltd reserves the right to re-quote accordingly. The Contract price is based on the site conditions existing at the time of the preparation of the estimate remaining unchanged.

**Copyright/Intellectual property:** From time to time Tree Monkey Tree Care Ltd may photograph the work completed, for example before and after photos to use for marketing purposes via social media and/or our website. We will ensure that the address of the location will not be visible in the photograph. We will ensure that on domestic work no images of the client will be used, unless permission has been agreed and documented. We will ensure with commercial work that if there are any images of employees of the organisation, we seek the permission to use the image. The copyright of all digital images and photographs is owned by Tree Monkey Tree Care Ltd.

### **Additional info for Construction clients**

This quotation could be amended if the following occurs.

1. Amendments to job spec, or if additional work is added at a date later than specified on the quotation.
2. Ground conditions must be similar to time of providing quotation. In cases where access and ground conditions have significantly changed it may be required to amend quotation

Changes are to be agreed in writing by the client and Company management team prior to work commencing.

A site visit between the client and company management near to the completion of the project is required to ensure all goals are met.

Time lost for ecological reasons will be charged at our standard day rate.



Time lost for incidents outside of our control such as complaints from public/residents, parking, traffic control issues, protestors or instances of extreme weather.

Underground services to be marked and schematics available to reference prior to starting work.

**Stump grinding:** Specification for stumps must be clarified prior to work starting. For example, cut to ground level, leave as 1m pole for extraction later, grind to 12 inches below ground level. Stump grinding is usually carried out on the day or within a few days of tree works being completed. Arisings from stump grinding will be used to backfill the holes as they decompose rapidly. In cases where these arisings are to be removed, an additional cost may incur.

Delays to work due to access of site will be charged at our standard day rate or per hour where applicable.

**Removal of waste:** In most instances, all material shall be removed from site (or as agreed on the quotation) however some clients are requesting materials such as wood chip and timber be left on site for landscaping purposes and firewood. This is agreeable however please note timber is not normally left in sizes 'ready for burning', unless specified in the quotation.

We are not an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Please issue us with a VAT invoice including the domestic reverse charge