

## Terms & Conditions

### Introduction

At Westbeams Tree Care we aim to maintain the highest standards of technical competence. If you wish to know more about us and what we do, please visit our website – [www.westbeams.co.uk](http://www.westbeams.co.uk)

## 1. DEFINITIONS

### The client:

This is the person or organisation that has requested a quotation for works and has given authorisation for the works to proceed. It will normally be the landowner or the landowner's assigned representative. The client is ONE person. Any request by a spouse or significant other to modify terms during or following performance of the agreed contact may lead to the formation of a new contract. Any request by a third-party contractor to modify terms during or following performance of the agreed contact may also lead to the formation of a new contract.

### The contractor:

The contractor is Westbeams Tree Care Ltd.

### The quotation:

The quotation is the written specification and costing for works as inspected and/or discussed on site and sent to the client. Quotations are valid for 12 months, after which the contractor reserves the right to amend costs or submit a new quotation.

### The works:

These are the tree work operations as detailed in the written quotation.

### The contract:

The principal contractual terms reflect the works detailed in the quotation as requested, accepted, and agreed by the client or the client's assigned representative.

## 2. GENERAL

### Tree Preservation Orders and Conservation Areas:

If the trees in the quotation are covered by individual or group Tree Preservation Orders, or are in a Conservation Area, the contractor will obtain necessary local authority consents on behalf of the client once the contract is final.

### Standard of work:

All tree work will be undertaken in accordance with British Standard: BS3998.

### Insurance:

The Contractor is covered by £5,000,000 worth of public liability insurance. Copies of the policy are available for inspection by the client on request.

**Additional Works:**

Should additional works be requested by the client during the job, which are outside the scope of the original quotation, then their cost can be agreed on site. In some circumstances an additional quotation may be prepared (this may require a further site inspection by the original estimator).

**Emergency call-out:**

Set rates apply for emergency call-out services. These are chargeable by the contractor from the time of instruction by the client and will be subject to VAT.

**Cancellation:**

The client must provide 24-hours' notice if cancellation of scheduled works is required. Otherwise, a call-out charge of £120.00 + VAT will be charged.

**Neighbouring trees:**

If works are to be undertaken on a client's neighbour's trees, which necessitate access to the neighbour's property, then written consent from the neighbour will be required. Any works undertaken on a client's neighbour's trees that do not require property access will not need written consent. We deem it prudent for the client to inform the neighbour, giving him or her suitable opportunity to consent or object to the works. All duties set out in this paragraph are solely the responsibility of the client.

**Parking requirements:**

If there are unavoidable costs related to parking, incurred by the contractor in the performance of the contract, these costs will be chargeable to the client with VAT added.

**Standard rates:**

Where applicable, day and/or hourly rates will be quoted inclusive of VAT. These will reflect travel time in addition to time spent on site.

**Weekend and public holiday rates:**

Works undertaken on a Saturday will be subject to a 25% surcharge. Meanwhile, works undertaken on a Sunday and/or bank holiday will be subject to a 35% surcharge.

**Payment:**

Payment is due upon completion of the contract, unless otherwise agreed. Cheques should be made payable to Westbeams Tree Care Ltd and sent by post or passed to the foreman on site. Payments may also be made by BACS using the bank account details at the bottom of the invoice.

**Late payment:**

If full payment is not made within 14 days of completion of the works, then interest will be charged on any outstanding balance at the rate of 3% above the base rate of Lloyds TSB until full payment is made.

**Complaints:**

In the unlikely event of complaints arising from the works, these must be reported to the contractor by the client within 24 hours receiving the invoice. Failing this, the contractor reserves the right to charge additional fees for further works or attendance.

**Settlement of disputes:**

The contractor will do everything reasonably possible to resolve any disputes arising from contract works to the satisfaction of both parties. If agreement cannot be reached, then a suitable third party will be sought for the purposes of arbitration and resolution. Please note that VAT will be charged on expenditure incurred by the contractor if the arbitrator finds in the contractor's favour.

**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 reasonable additional costs in accordance with any degree of unforeseen obstruction. The contractor may also delay, postpone, or rearrange works as necessary due to intervening circumstances over which the contractor had no control. The works area must be accessible prior to the commencement of works. The contractor does not accept responsibility for damage or loss incurred through the need to create a reasonable access point.

**Services:**

The contractor will, upon written acceptance of the contract, make any necessary arrangements with relevant authorities to make safe any external/overhead power services. Any additional costs associated with this will be chargeable to the client with VAT added. It is the responsibility of the client to inform the contractor of any underground services within the proposed area of works prior to the commencement of those works. The contractor will not accept liability for any damage to services about which disclosure was not given. The contractor also reserves the right to cancel works it deems to carry a potential hazard. Any injury to operatives caused through contact with undisclosed services will be 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 pledges to resume works as soon as those conditions subside.

**Wildlife and Countryside Act: 1981/2000 and Crow Act (2000):**

The contractor will take all reasonable steps to ensure the safe retention of any wildlife habitats. The contractor also reserves the right to delay, postpone or cancel works accordingly. The contractor will resume works as soon as reasonably practicable.

**Site clearance:**

The contractor will take all reasonable steps to ensure the site is left clear and safe at the end of each workday and on completion of all works.

**4. FENCING**

**Directions:**

The contractor will rely on the client for full guidance and supervision regarding the placement of a fence.

**Neighbour disputes:**

The contractor is not liable for costs incurred due to neighbour disputes arising from the placement of a fence.

**Unforeseen obstacles:**

The client will be liable for additional charges related to unforeseen labour and/or use of equipment resulting from unforeseen underground obstructions such as rocks and tree roots.

**Weather conditions:**

The contractor reserves the right to delay, postpone or cancel works affected by inclement/dangerous weather conditions and pledges to resume works as soon as those conditions subside. The contractor will pay no penalty for failure to complete the work on time in the event of adverse weather conditions.

**Surplus materials:**

Any materials brought to the site by the contractor that are surplus to requirements will remain the property of the contractor.

**Services:**

The contractor reasonably expects to be notified of any underground services that may present an impediment to discharging contractual obligations. Liability for damage to undisclosed services will not vest with the contractor. Any additional costs incurred by *ad hoc* divergence from the original contract to accommodate services will be chargeable to the client with VAT added.

**Materials:**

The client understands and accepts that, as a natural product, timber is liable to shrinkage, wane, cracking and warping. The contractor accepts no responsibility for intervening to compensate for these entirely foreseen and unavoidable phenomena.

## 5. Glossary of terms

**Crown reduce/reshape:**

This is the all-round reduction of the crown size, unless otherwise specified. In some cases, only partial crown reduction is specified to clear buildings and street furniture etc. These will usually be expressed in metres.

**Clean out crown:**

This means the removal of dead, dying, diseased, weak, suppressed, split and broken wood, as well as hanging, crossing, and rubbing branches and epicormic growth from the crown.

**Remove dead wood:**

This refers to the removal of all major dead wood in the tree down to 3 – 4cm in diameter.

**Formative prune:**

This is the minimal pruning of normally young trees to maintain optimum initial branch structures and crown balance to pre-empt future problems.

**Trim/prune:**

This refers to hedge trimming and maintenance of shrubs, both evergreen and deciduous. It encompasses the pruning back to flatten-off or round-off growth to contain spread and maintain control/optimum visual appearance and shape. Trimming is undertaken with hedge trimmers and pruning with pole pruners, secateurs or pruning saws.

**Crown lift:**

This is the complete removal of the lowest branches and/or the reduction in length of the lowest branches to increase the height of the main crown line above ground level. The improvement/clearance from ground will normally be expressed in metres.

**Crown thin:**

This is the removal of all branches as in 'clean out crown' and the removal of further smaller-diameter branches evenly throughout the crown to lessen the crown density and therefore improve light throughout the tree. Crown thinning will not result in any major alteration to the outline of the tree and will usually be expressed as a percentage.

**Pollard:**

This is the removal of all growth back to main trunk or trunk knuckles, unless otherwise specified.

**Fell/dismantle/remove:**

This is the complete removal of a tree as near to the ground or surrounding soil level as possible, leaving a stump in the ground. It usually means dismantling the tree in sections.

**Remove stump/stump removal/grins stump:**

This refers to the stump at or near ground level being mechanically chipped, resulting in removal from view at ground level and removal not more than 0.3 metres below ground level. The radial root spread will remain unless otherwise specified. Any chipping from stump grinding will be pushed back into a pile to break down where the stump once existed.

**Grub-out/dig out:**

This refers to the manual removal of the stump and roots of a tree. It usually applies to smaller trees only.

**Winch-out:**

This refers to the stump and roots of a tree being excavated manually with the assistance of a winch, severing the major radial roots. It usually applies to medium trees only.

**Treat stump to prevent re-growth:**

This is the poisoning of the stump at ground level following felling work to prevent the tree from re-sprouting. The product used is called SBK.

**Spraying:**

This means the spraying of a tree or shrub with insecticide/fungicide. It will only be undertaken by operatives who possess the appropriate licence(s).