

Terms & Conditions

Introduction

At Westbeams Tree Care Ltd we are committed to providing a quality service and a high level of customer satisfaction. Please take five minutes to read our terms and conditions.

1. DEFINITIONS

1:1 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.

1:2 The contractor:

The contractor is Westbeams Tree Care Ltd.

1:3 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 30 days, after which the contractor reserves the right to amend costs or submit a new quotation. The price is contingent on the site conditions prevailing at the time of the site visit remaining unchanged.

1:4 The works:

These are the operations as detailed in the written quotation.

1:5 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.

1:6: The surveyor

The surveyor is the Westbeams Tree Care Ltd employee who will make the initial site visit to assess proposed works. This individual will formulate the quotation.

1:7 Variation:

In the event of a request for a variation of terms, the contract will be revised accordingly, either electronically in advance or in a hand-written note on the day of work. Any amendments will be signed off by both the client and the contractor.

Variations may include:

- Amendments to works required prior to arriving on site.
- Changes in site/ground conditions since the original visit.

- Additional works requested/required while on site.

2. GENERAL

2:1 Standard of work:

All work will be completed in line with BS3998 (Recommendations for Tree Work) where appropriate, unless otherwise instructed by the client. The contractor will undertake the work in a competent manner in compliance with the specification and price contained in the quotation.

2:2 Measurements:

All measurements mentioned in any correspondence will be approximate.

2:3 Acceptance of the contract and programming the work:

On acceptance of our quotation, a binding contract will be formed. The client is entitled to a 14-day cooling-off period following acceptance of the quotation. If during this 14-day cooling-off period the client instructs the contractor to conduct any of the works contained in the quotation, the client will have waived the right to this cooling-off period. When the client accepts the quotation, the contractor will start the work planning process, which may include dealing with permissions from a local authority. The contractor will advise the client of the estimated completion date.

2:4 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.

2:5 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.

2:6 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.

2:7 Cancellation:

The client must provide at least 24-hours' notice if a postponement of scheduled works is required. Otherwise, a call-out charge of £120.00 + VAT will be charged. If the contractor has stated that it will make Tree Preservation Order and/or Conservation Area application(s) within the terms of the quotation and the client then cancels works, a fee of £50 + VAT will be payable. If a contract for works has been formed and the client subsequently instructs another contractor to undertake those works, an additional charge of £250 + VAT will be payable.

2:8 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.

2:9 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.

2:10 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.

2:11 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.

2:12 Complaints:

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

2:13 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.

2:14 Promotional discounts:

Promotional discounts offered in sales letters will be valid for quotations issued within 90 days of the letter's date. If issued within 90 days, the quotation will automatically reflect the discount offered.

2:15 Customer information and data protection:

Personal information will only be used for the purposes of completing tree work. However, personal information will be shared with the local authority responsible for handling applications related to tree preservation orders and/or works in conservation areas. The client may opt-out of receiving marketing literature from the contractor in the future.

2:16 Other reserved rights:

The contractor reserves the right to postpone or cancel the contract at any time and for any reason, and shall not be liable for any penalties or costs. Reasons for cancellation may include diary error, IT error, client error, third party error, changes in circumstances, misunderstanding, or unreasonable or antisocial behaviour by the client.

3. THE WORKSITE

3:1 Site conditions:

The contract price is based on site conditions as inspected by the surveyor. The contractor reserves the right to levy reasonable additional costs in accordance with any degree of reasonably 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.

3:2 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 made. 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. Any charge for a third party to remove power lines or telephone cables will be the responsibility of the client, unless otherwise agreed in writing with the contractor.

3:3 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.

3:4 Site restoration:

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.

3:5 Disposal of waste:

All waste and timber resulting from the performance of the contract may be removed by the contractor or left behind by the contractor in accordance with the client's wishes. Desired action on waste and timber removal or otherwise will be established in advance and reflected in the quotation.

3:6 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. The contractor will 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.

3:7 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.

3:8 Reasonably unforeseeable complications:

Quotations for felling assume that trees are free from metal, stone, or other hidden obstructions. In the event of a tree being impossible to fell in the normal way, the contractor reserves the right to re-quote accordingly.

3:9 Wildlife and ecology:

The contractor will undertake the works as scheduled, but will be aware of and may be constrained by ecological and wildlife legislation, including:

- Wildlife and Countryside Act (1981)
- Countryside and Rights of Way Act (2000)
- Conservation of Habitats and Species Regulations (2017)

This legislation requires us to assess the impact of works and may result in works being delayed because of nesting birds, roosting bats, or similar, being present.

4. FENCING

4:1 Placement:

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

4:2 Neighbour disputes:

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

4:3 Reasonably unforeseeable 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.

4:4 Weather conditions:

The contractor reserves the right to postpone or cancel works affected by inclement or 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.

4:5 Surplus materials:

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

4:6 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. Any charge for a third party to remove power lines or telephone cables will be the responsibility of the client, unless otherwise agreed in writing with the contractor.

4:7 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. Stump Grinding

5:1 Basics:

Stump grinding will normally be conducted within a few days of felling rather than on the same day. The contractor will contact the client to arrange a convenient time to undertake this work. Stump chips will be used to backfill the resulting hole. Alternatively, chips may be removed from site for an additional charge.

5:2 Task:

The contractor will grind the main stump and any large lateral roots within up to a 0.5m radius of the stump and to a depth of 250mm. The contractor will not chase every root back from the stump unless by prior, costed arrangement with the client.

5:3 Hazardous material:

If in the process of stump grinding the contractor uncovers buried asbestos waste, material suspected to be buried asbestos waste, or any other hazardous material, the contractor will cease the excavation immediately. The client agrees to settle the invoice in full and in line with our payment terms on the basis that the contractor will complete the operation once another (specialist) contractor has cleared the material. The client will meet the cost of clearing the hazardous material in full.

6. Glossary of terms

6:1 Crown reduce/reshape:

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

6:2 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.

6:3 Remove dead wood:

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

6:4 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.

6:5 Trim/prune:

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

6:6 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.

6:7 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.

6:8 Pollard:

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

6:9 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.

6:10 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.

6:11 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.

6:12 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.

6:13 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).