

# L.Smith Tree Surgery

105 Kenilworth Road, Fleet, Hampshire, GU51 3AY  
M:07921210960 E:info@lsmithtreesurgery.co.uk



## Terms and Conditions of Trading

These conditions shall apply to all contracts for the provisions of services by L.Smith Tree Surgery to the client to the exclusion of all other terms and conditions which the client may purport to apply. No variation may be made to these conditions unless agreed in writing by L.Smith Tree Surgery.

### 1. Quotation

1.1 The quotation has been given on the basis of the site conditions prevailing when the quotation was given. L.Smith Tree Surgery reserves the rights to amend the Price prior to commencement of works in the event of significant changes to the site conditions.

1.2 L.Smith Tree Surgery shall have the right to withdraw any quotation which has not been accepted within three months from the date of submission.

### 2. Price and Payment

2.1 The Price shall be L.Smith Tree Surgery's quoted.

2.2 Payment of the Price shall be due within 14 days of the date of the invoice (or as stated on the invoice if this is different), and time for payment shall be of the essence.

2.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 4 per cent per annum above Barclays Bank base rate from time to time in force and shall accrue at that rate after as well as before any judgment.

2.4 L.Smith Tree Surgery may require payment for materials at time of ordering. The customer will be advised if up front payment is required within the quotation. Payment is due before materials can be ordered, failure to settle the payment when requested, may result in delay in delivery and delay on the start of works, The remaining outstanding balance will be invoiced on completion of works.

V.A.T - Registration: 331071547

### 3. Insurance

3.1 L.Smith Tree Surgery are fully insured with £5,000,000 Public Liability Insurance, £10,000,000 Employers Liability, £500,000 Professional Indemnity Insurance and Tool and Plant Hire insurance. Proof of insurance is available on request.

3.2 Our insurance broker is Trust Insurance Services Ltd.

### 4. Provision of Services

4.1 The work will be undertaken by L.Smith Tree Surgery in a competent manner and in accordance with the terms of the quotation submitted by L.Smith Tree Surgery.

4.2 L.Smith Tree Surgery will use its best endeavours to complete the works in the time allowed. However, time is not of the essence in completing the contract and L.Smith Tree Surgery shall not be responsible for failing to complete any contract due to circumstances beyond its control including but not limited to adverse weather conditions.

### 5. Tree Preservation Orders, etc.

5.1 L.Smith Tree Surgery shall be responsible for checking with the local authority as to whether any tree preservation orders are in force. It shall be the responsibility of the client to notify L.Smith Tree Surgery of any covenants or other restrictions affecting the trees on his/her land. When instructed, L.Smith Tree Surgery will apply to the local authority for permission to undertake the proposed work. L.Smith Tree Surgery can accept no liability whatsoever for undertaking work which is contrary to any covenants or other restrictions which have not been brought to L.Smith Tree Surgery's attention in writing.

### 6. Limitation of Liability

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6.1 Whilst operatives will take every care when carrying out stump grinding operations, L.Smith Tree Surgery shall not be responsible for any loss or damage to pipes, wires, cables or other hidden obstacles arising in connection with the performance of the contract unless a plan showing the precise location of the same has been provided to L.Smith Tree Surgery prior to the undertaking of any work. Stump grinding is carried out to a depth of approximately 30 centimetres below ground level.

## 7. Pruning

7.1 Treatment of pruned cuts will be made in accordance with the recommendations set out in British Standards

7.2 Recommendations for Tree Work (BS 3998:2010). Please note that heavy pruning can be detrimental to some trees and as such is not advised unless for reasons of health and safety. If such pruning is requested, L.Smith Tree Surgery cannot be held responsible for any decline in the health of the tree as a result of this pruning.

## 8. Additional Services.

8.1 Any additional services provide while on site, may be charged, in addition to the quoted sum.

## 9. Stump Cutting & Grinding

9.1 Stumps will be cut as close to ground level as possible except where adjacent obstacles or hidden obstructions within the tree prevent us doing so.

9.2 Stump grindings cannot be disposed of as biomass and therefore will be left on site unless specifically stated otherwise.

9.3 It is responsibility of the home owners to notify L.Smith Tree Surgery of any utilities that run underground, prior to works commence. Failure to do so, means that L.Smith Tree Surgery will not be held liable for any damages, and subsequent issues should we hit any utilities during the stump removal. Short notification, or notification, on arrival may result in works being postponed, but you may still be charged.

## 10. Preparing Work Area

10.1 Please ensure that all work areas and access areas are cleared of any articles which may possibly suffer damage in the execution of work. Where pet fouling is present, please clear prior to our arrival. Where applicable, enough room should be made available in driveways etc. for L.Smith Tree Surgery's vehicles and machinery and cars should be moved from under or around work areas.

## 11. Tree Ownership

11.1 Where work is agreed on trees located outside the boundary of your land, L.Smith Tree Surgery will require you to obtain and pass on to them, written consent from the owner(s) of the tree(s) agreeing to the works specified in the quotation before any such work is carried out.

## 12. Debris

12.1 All lengths of timber referred to in the quotation are approximate only. Debris will be disposed of in accordance with the quotation. Material produced from stump grinding would normally be left on site. This can often be spread on the garden or composted. Alternatively, and if requested it can be removed to ground level for an additional charge.

## 13. Cancellations & Aborted Visits/Works

13.1 If the clients request is for work to be carried out urgently; this will be clearly stated and agreed. The Consumer Contracts Regulations 2013 give a right to cancel. If works are planned within 14 days of quotation acceptance, we deem them to be urgent, and the client waives their right to cancellation protection. The contractor reserves the right, in instances where a quotation has been accepted and the works scheduled in good faith (after the 14 day 'Notice of the Right to Cancel' period) to recover reasonable costs that the Contractor has incurred, should the client cancel with fewer than 48 hours' notice.

13.2 These costs can include, but are not limited to: administrative costs, fuel, (should the works be cancelled after a team has arrived on site) any time on site or works already undertaken prior to cancellation and any reasonable,

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potential loss of earnings arising from the Contractor being unable to allocate replacement works at such short notice.

13.3 These terms shall be governed by the laws of England.

## 14. Complaints Procedure

14.1 In the event that you have any cause for complaint please contact the office within 7 days and we will endeavour to correct the situation in a timely manner.

## 15. Wildlife

15.1 'Wildlife and Countryside Act (1981)' and the 'Countryside and Rights of Way Act (2000)' protects bats, badger birds (during nesting season) and other wildlife from being disturbed. Prior to any work being carried out on trees with cavities, or if it falls within the nesting season, we ask you to observe the trees or hedges, and ensure no damage will occur to protected wildlife or their habitats.

15.2 Any urgent work required for safety reasons, will need to be balanced against potential harm to protected species. For further advice please contact Natural England tel: 0300 060 3900, website: <https://www.gov.uk/government/organisations/natural-england>

15.3 Work will be suspended on discovery of a protected species nesting birds or wildlife.

## 16. Customer Information and Data Protection

16.1 Please be assured that we only use your personal information for the purposes of completing your tree work. Our IT systems are secure, and we don't share your details with anyone unnecessarily. We would share your details with the Local Authority if we need to make an application for permission to undertake the work and whilst it is unlikely, in certain circumstances work might need a licence from the Forestry Commission. Please refer to our customer privacy notice for full details.