

# Terms and Conditions of Service

## Tree Work Contracting Acer Tree Services (Hereford) Limited

**The Contractor – the person or business undertaking the works & The Client – the person or business instructing the works  
(And in so doing, and accepting the quote, agrees to / accepts the following terms and conditions)**

- 1) Notice of the Right to Cancel “Cooling off period” – the client has 14 days to cancel the contract (in writing) from acceptance date. In the event of cancellation at short notice (less than 30 days’ notice) costs may be proportionally incurred and payment due.
- 2) GDPR compliance – we will aim to protect your personal data in accordance with GDPR requirement and not to directly market our services to you without your prior permission to do so.
- 3) This quotation/estimate is valid for 30 days and considers any ‘value’, monetary or otherwise, the arisings may have unless stated otherwise.
- 4) All works will be in accordance with the current British Standard 3998:2010 ‘Tree Work Recommendations’ where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 5) In the event of a variation to the quotation as a result of:
  - a. Amendments to works required prior to arriving on site, or b. Changes in site / ground conditions since the original visit, or c. Additional works requested / required whilst on site the quotation will be revised accordingly, either electronically in advance or in a hand written on the day of work, with agreed amendments signed by the contractor and the client.
- 6) Stump-grinding will be to a depth of 9 inches below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. The client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job.
- 7) All arisings (inc. twigs / branches / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of the contractor unless specifically stated otherwise in the quotation.
- 8) Works will be accepted via written confirmation, or signing our quotation provided or by providing Acer Tree Services (Hereford) limited with an order number. By written confirmation, signing the quotation or when providing an order number you are accepting the works and the terms and conditions provided on this page.
- 9) On completion of the works, an invoice will be raised and payment is required within 7 days OR payment is required in full on completion of the quoted works whichever is mutually agreed between the client and the contractor before starting works. (Unsatisfactory completed jobs MUST be immediately notified, in writing to Acer Tree Services (Hereford) Limited within a minimum period of 24 hours.)
- 10) Late payments charges will be incurred if payment has not been received within the agreed payment timeframe. The late payment charge will be 10% of the total value of the quotation. Any problems with payment must be communicated in writing to the office within 5 working days of the invoice date. The email to communicate any problems is [joe.brandt@btconnect.com](mailto:joe.brandt@btconnect.com).
- 11) A minimum of 14 days’ notice must be given if work is needing to be cancelled or postponed. Cancellation charges may occur if work is cancelled without 14 days’ notice and not postponed (unless you are cancelling within the 14 day cooling period – which is 14 days from acceptance date).
- 12) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):
  - a. Whether the tree(s) are the subject of a Tree Preservation Order
  - b. Whether the trees are located within a Conservation Area

The contractor will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions / consultations are required, i.e. Natural England / Environment Agency.

- 13) Acer Tree Services (Hereford) Limited will not charge for carrying out Conservation or TPO area applications on your behalf. An admin fee may only occur if, the works were cancelled by the client once planning permissions were approved and substantial work from the contractor had contributed towards gaining the permissions. An admin or travel fee may be applicable to any client, should Acer Tree Services (Hereford) Limited carry out substantial administration or excessive site visits on works.
- 14) Acer Tree Services (Hereford) Limited reserve the right to increase the cost of works that have been previously scheduled 3 or more months in advance, to accommodate any unpredicted costs such as fuel, wage or inflation of third party prices. Any possible increase in price will be discussed with the client prior to works proceeding.
- 15) Where works are proposed to third party trees, i.e. ‘neighbours’ trees’, the contractor will require written confirmation from the tree owner (‘the neighbours’) that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client’s property then permission is not required but the neighbour should be advised where practicable (please also see 7. above as this may also apply.)
- 16) The contractor has £10 million Public Liability Insurance and a copy of the certificate is available on request. The contractor will operate in accordance with good industry practice, their Health & Safety Policy and Procedures and undertake Site Specific Risk Assessments (the outcomes of which may place constraints on the site whilst works are in progress, i.e. the client can’t access their shed without prior agreement from ground staff.)
- 17) The site will be left generally ‘clean, tidy and safe’ but because of the very nature of the works including the production of wood dust, chainsaw / wood chippings / twigs / leaves and needles etc. and the traversing of site personnel it will not be as it was prior to commencement of works.
- 18) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand. If the customer has not been provided with a clear return date, they must contact the office 01432 860839 to confirm the return date.
- 19) The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:
  - a. Wildlife and Countryside Act 1981
  - b. Countryside and Rights of Way Act 2000
  - c. Conservation of Habitats and Species Regs. 2017

This legislation requires the contractor to assess the impact of the works which may result in works being delayed as a result of nesting birds, roosting bats or similar being present.

- 20) Acer Tree Services (Hereford) Limited reserve the right to stop any works that compromise the Health, Safety or wellbeing of any staff member or third party. Should works need to be stopped due to the client then costs may still occur.