

## Cedardale - Terms and Conditions of Contract.

1. **Payment:** Payment should be made in full within 7 days of receiving the invoice. Failure to do so will result in an interest charge of 2.5% per month, charged on a daily basis, with a minimum charge of £50.00 (fifty pounds).
2. **Inflation:** Our stated prices will remain valid for a period of three months from date of quotation, after this time they may be subject to increases where appropriate.
3. **Complaints:** Any complaint arising from work carried under the contract should be made at the time the contract is carried out or within a period of 7 days from date of invoice. If the contracted work is completed to the client's satisfaction at the time the work is done, then it will be deemed that the contract has been completed.
4. **Tree Preservation Orders and Conservation Areas:** Where trees come under these restrictions, Cedardale will, under normal circumstances, apply for consent on the client's behalf, chargeable at £130.00 + VAT (non-refundable). If we deem this not to be practical then it will be the client's responsibility to acquire the necessary written consent from the Local Authority for the work to be carried out, and provide a copy to Cedardale prior to commencing works.
5. **Site Access:** The working area should be free from any obstructions ie. Children's play equipment, flower tubs etc. If Cedardale have to clear such items then current hourly rates will be charged, at the discretion of Cedardale. Where removal of debris / or access is through a restricted route, it is the clients responsibility to protect any property or protect/remove shrubs or plants from possible damage.  
**Obstructions.** If the client has not removed any obstructions before work has commenced then they will be asked to do so. If they are unable to carry this out due to infirmity then Cedardale will remove any objects under supervision of the client. Cedardale will not be held responsible for any damages.  
**Tidying.** Whilst every effort will be made to ensure the site is left in a clean and tidy condition, damage may occur to plant material. Where loose surfaces are encountered i.e. gravel drives, paths, or mulch covered boarders, it is inevitable that some minor debris will be left on site
6. **Additional Work:** Any additional work not appearing on our quotation will be assessed as a separate item. If additional work has been quoted for by telephone, the price will be verified on site before commencement of work and signed for by the client. If the client is not present we will endeavor to contact the client by telephone to verify the quote.
7. **Power Lines or Telephone Cables:** Charges made by these utilities for disconnection of services will be passed on to the client.
8. **Underground Services and Man Holes Covers:** These must be drawn to our attention, otherwise Cedardale cannot and will not be held responsible for any damage caused.
9. **Fence Lines:** Removal and re-erection of fence lines are not included in this quotation. If Cedardale have to carry out such work, then current hourly rates will be charged, at the discretion of Cedardale. We will not accept any liability when re-erecting fence lines that are in a poor condition.
10. **Stump Grinding:** No liability will be accepted by Cedardale for any damage to underground services (see 8/ above). In all cases stump grindings will be left on site. The work, by its nature, creates flying debris and measures are taken to prevent subsequent damage to property. If damage to property occurs after these protective measures have been put in place then Cedardale will not be held liable. There will be no guarantee that planting can be undertaken at the same spot. The client will need to verify that an access width of 77cm or 30inches is available for the stump grinding equipment.
11. **Site Conditions:** Our quotation is based on understanding that the site conditions existing at the date of our site visit will remain unchanged.
12. **Consent:** When trees are situated in properties other than the client's, written consent from the tree owner must be produced prior to commencing the work. It is the client's responsibility to ensure that all trees worked upon, are under the ownership of the client, or that the necessary consent has been obtained. Cedardale will not accept any liability if this is not verified. If the trees are owned by a third party, the debris must be offered back to the tree owner. There is no obligation for the tree owner to accept the debris.
13. **Hygiene:** In the interests of hygiene and the health of our staff, we reserve the right **not to clear debris from areas soiled with animal excrement.** This should be removed by the client prior to our arrival on site.
14. **Felling:** When Cedardale specifies the felling or removal of trees, this does **not** include the removal of the roots. This will be quoted for as a separate item. 'Fell to ground level' is a generic term meaning the tree's stump will be left as low to the nominal ground level as possible, subject to immovable objects close to the stem or contamination of the stem itself.
15. **VAT:** All prices quoted are exclusive of **V.A.T** which **will be charged at the rate applicable when the contract was completed** rather than the rate applicable on the date the contract was awarded.
16. **Cancellation:** In instances **where** our quotation for work has been accepted and the work scheduled, if it is subsequently cancelled through no fault of Cedardale (and not re-scheduled), then an administration fee of £50.00 **plus V.A.T.** will be charged.
17. **Multiple items:** Where a quotation makes reference to multiple, separately priced items, we reserve the right to amend the prices if the quotation is not accepted in its entirety. This would be discussed with the client in advance of any work scheduling.
18. **Standard:** All tree works undertaken to current British Standard BS3998 2010 unless otherwise specified.
19. **Deposit:** We request a non-returnable deposit of 20% to cover administration costs in the event of a client canceling a contract through no fault of Cedardale.
20. **MEWP:** Where we have specified the use of our Mobile Elevated Working Platform and as a result of limitations of the site and machine deem that it is not safe or feasible to continue the work, we reserve the right to consult with the client regarding the hiring of an alternative Mobile Elevated Working Platform to carry out the work at an additional cost.
21. **Hired in Equipment:** If hired in equipment has to be cancelled at short notice due to adverse weather conditions, and has to be re-hired to complete the work, the client will be consulted and if the work is to be completed, any additional hire costs will be chargeable.