



Terms & Conditions

The following terms and conditions apply to all transactions and agreements between 'Thor's Trees' and its clients. These terms are fixed and are offered to demonstrate and keep the continuous high level of service and commitment to our clients. The headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

## 1. Definitions

- 1.1 **Contractor:** Thor's Trees (TT), representing all staff directly or indirectly employed by the company.
- 1.2 **Client:** Person(s) commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party.
- 1.3 **Operative:** Any representative appointed by the Contractor.
- 1.4 **Quotation:** Written specification of the works as discussed on site and sent to the Client
- 1.5 **Works:** Refers to tree surgery, maintenance/removal works, Arboricultural consultancy and publications (Tree surveys and reports) and liaison with local authorities.
- 1.6 **Contract:** Agreement between TT and a client in which the client requires TT to undertake certain specified works and TT agrees to do this for a given remuneration.

## 2. Quotations

- 2.1 All Quotations and cost estimates are **without obligation**.
- 2.2 All Quotations are inclusive of VAT (unless otherwise stated in writing); our VAT number is available upon request and is also listed on every invoice for your records.
- 2.3 Quotations are valid for 28 Days from their date of issue, after which time the Contractor is entitled to draw up a new Quotation/amend costs.
- 2.4 All lengths measured are approximate.
- 2.5 When instructed by the Client, TT will check with the Local Planning Authority (LPA) whether the tree(s) are the subject to a Tree Preservation Order (TPO) or whether the trees are located within a conservation area. If a planning application is required, TT will apply on your behalf to the relevant authority. Please note that this may take up to eight weeks from the first date of the application and is subject to a £180.00 administration fee (unless otherwise stated in writing).
- 2.6 Accepted Quotations will only be carried out where suitable research into restrictive provisions (TPO etc.) has been made by TT or Clients. Clients accepting Quotations who have sought their own restrictions consent, must provide copies of all consents or agreements from the local authority, 24 hours prior to TT undertaking the works, and be liable for all eventualities should the works/permission be the result of a claim against TT. **Failure to do so may result in section 4.1 of the T&Cs being triggered.**
- 2.7 The Contract price is based on the site conditions remaining unchanged and as existing at the time of the Quotation consultation, unless otherwise stated in writing.

## 3. Entering an agreement / execution of commission

- 3.1 The Contract takes effect on acceptance by the Client, either **verbally or in writing**, of the Quotation submitted by the Contractor.
- 3.2 The Contractor commits itself to executing the works to the **best of its ability**, thereby employing **qualified professionals with appropriate knowledge, skills and experience**, with due regard to the Client's requirements and in compliance with reasonable care and skill.
- 3.3 A **25% deposit of the total Quotation balance is required of the Client** to secure a booking for the works to be carried out. This is 100% refundable should the Client wish to withdraw/cancel the booking up to 72 hours prior to TT undertaking the works. The outstanding balance is payable seven days from the final invoice date.
- 3.4 **Stump Grinding** will be to a depth of **300mm below the immediately adjacent ground level** and will not include the lateral roots or stump chippings unless otherwise specified. The Client must notify the Contractor of all underground services prior to the works being undertaken. The Contractor does not accept liability for any damages to (underground) services that the Client did not advise them of, in writing (via email/text) prior to commencement of the works.
- 3.5 **Bamboo removal** – TT cannot guarantee the 100% removal of bamboo on the first visit. Although TT will try our best to remove all roots and stems; bamboo has a very vigorous and complex root structure, a lot of which cannot be seen. Multiple visits may be necessary for complete removal. Should TT be Contracted to return, this will be at additional cost, separately quoted, to the Client unless agreed in writing prior to the works commencing. The Client is to not cut/prune any of the bamboo between time of quotation and time of arrival to carry out the works - This is so we can be sure to see all the bamboo that needs removing.

## 4. Alteration / withdrawal / end of Contract

- 4.1 Scheduled works should be **cancelled/amended by the Client no later than 3 working days** before the works are due to be commenced. If the Client fails to do so, a minimum charge of **25%** will be levied.
- 4.2 All discrepancies or confusion of specifications must be dealt with in writing **within 48 hours** prior to TT undertaking works. All work will be carried out in accordance with TT interpretation of the specification. If the Client wishes to supervise the works then he/she must be on site at all times to do so. The Client must deal with any discrepancies about the work, in writing, within 48 Hours of TT leaving the site or the discrepancy shall be deemed void.
- 4.3 Costs of any **additional works** requested by the Client, falling outside of the original Quotation, will be specified in an additional Quotation and must be compliant to the full terms and conditions.
- 4.4 **The Contractor reserves the right to delay or cancel works** that: (a) are deemed a potential hazard (b) are affected by inclement/dangerous

weather (c) interfere with the safe retention of wildlife habitats (d) are compromised by unforeseen circumstances.

- 4.5 Where the date and/or time for works to be carried out is agreed between the Contractor and the Client, the Contractor shall use reasonable endeavours to ensure that the Operative shall attend on the date and at the time agreed. However, the Contractor accepts **no liability in respect of the non-attendance or late attendance** on site of the Operative or for the late or non-delivery of materials.
- 4.6 In the event of a **Contract being withdrawn by the Client after works have commenced**, the Client will pay the Contractor 75% of the remuneration agreed upon, at the start of the Contract.
- 4.7 In the event of a **contract being amended by the client** after the works have commenced, providing TT agree to the change in specification, the client will pay the contractor 100% of the remuneration agreed upon, **at the start of the contract**. Unless considered to be **additional works**, in which case section 4.2 of T&Cs is applicable. In the event of **bankruptcy or liquidation of the Client**, the Contractor is entitled to delay the Contract, ask for immediate payment of the remuneration agreed upon or to annul the Contract.
- 4.8 In the event of a **force majeure**, including all exterior causes (foreseen or unforeseen) over **which the Contractor has no influence** and which prevents it from meeting its obligations, the parties will agree to either suspend or annul the Contract to which the security deposit is 100% refundable.
- 4.9 **The Contractor's contractual obligations end upon receipt of the total balance paid by the Client, of which approval of all works undertaken is satisfactory. The Client's contractual obligations end upon receipt of the remuneration.**
- 4.10 All customers are entitled to a 14 day cooling off period following acceptance of the quotation and after this period, in the event of a cancellation at short notice, we may charge a percentage of the quotation to cover our costs.
- 4.11 All Clients who book in works within 14 days of the start date surrender the rights of section 4.10 of the T&Cs. All other T&Cs to this contract are to be applied.

## 5. Liability

- 5.1 **The Contractor is responsible solely for damage that is the direct and demonstrable result of a shortcoming for which the Contractor can be held accountable.**
- 5.2 The Contractor is fully insured to carry out all tree works specified in the Quotation supplied, for up to £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 and safety policy and procedures and undertake site specific risk assessments.
- 5.3 **The Client must notify the Contractor of any underground services prior to the works being undertaken.** The Contractor does not accept liability for any damages to (underground) services that the Client did not advise them of, in writing (via email/text message) prior to commencement of the works. TT shall be under no liability for any damage caused, as a result of work performed under the Contract, to pipes, wires, cables, or for the damage of the property as a result of not being provided with the relevant information. The Client, therefore, shall be **solely liable** for any such damage.
- 5.4 The Client is responsible for **informing neighbours** in the event where works need to be carried out on the neighbours' part of the tree and which necessitates access to their property.
- 5.5 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.
- 5.6 The Client is bound to indemnify the Contractor from **any claims from third parties** arising after completion of the works.
- 5.7 When applicable, any charges required for the **removal of powerlines and/or telephone cables** will be the **responsibility of the Client**. Unless otherwise agreed in writing with the Contractor.
- 5.8 Where trees are to be felled, it is assumed that they are free of metal, concrete, stone or other hidden obstructions. In the event of any of these causing TT additional work and/or damaging TT equipment, **extra charges may be made** to cover costs.
- 5.9 **Any notice required or permitted to be given by either party to the other, under these conditions, shall be in writing addressed to the other party at its registered office or principal place of business or other such address, as may be relevant at the time.**
- 5.10 The Client is responsible to have their garden free from any pet waste (Dog/Cat poo) prior to Operative arrival. TT reserve the right to refuse commencement of works until we accept the garden is clean enough for operatives work in a safe manner. Failure to do so may result in the Contractor to cancel the works and a minimum charge of 25% will be levied.

## 6. Payment

- 6.1 The Contract price considers factors such as travelling time, site conditions, complexity of the works, parking and travel costs, arrangements and communication with local authorities regarding the safeguarding of the area, manpower required, access, further consultation requirements with both Client and/or third parties, and the need for hired equipment.
- 6.2 **Invoices should be paid on completion of works**, unless agreed otherwise, which must also be in writing from the Contractor. **The Contractor reserves the right to charge interest on fees outstanding for more than seven days**

- at the rate of 5% per week from the agreed date of payment.
- 6.3 Payments must be made by cheque, bank Transfer, cash, or card payment over the phone (we do not accept American Express). Tree reports, Surveys and consultancy must be paid in full prior to receipt. TT will not release the report unless full payment has been received.
- 6.4 All goods and materials will remain in the ownership of TT until receipt of full payment for the specific works undertaken.
- 6.5 In the event an account remains outstanding, we will refer the matter to our debt collection agents, which will incur further costs of 20% + VAT. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree upon booking our services that you will be legally liable to pay us that surcharge upon completion, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for, under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgement of the court, and continues to accrue.
- 6.6 Following the release of a publication, if it becomes necessary to amend due to inadequate information not being provided prior to the report being completed, an hourly rate of £60.00 p/h amendment fee will apply with a minimum fee of £60.00.

## 7. Service and Disputes

- 7.1 TT pride themselves on delivering an unmatched level of service, believing in creating great value for their clients every time. If there is any level of concern or the Client feels the service provided is unsatisfactory, TT will do their best to resolve the matter in hand. The complaint must be made in writing within 48 hours from which the works have been completed. Complaints received after this period will be handled under the discretion of TT's obligations to the Contract, or may be subject to a dispute (see 7.3 and 7.4).
- 7.2 During any tree works operation carried out by TT, some denting to lawn areas or a general disturbance to the garden may result, this includes light scratches to painted surfaces and patio stones. It is the Client's liability to make good after the works have been completed, unless agreed in writing with TT 48 hours prior to the works commencing. Please be advised this is a realistic result of tree works, although reasonable care and attention will be applied by TT to minimise disturbance.
- 7.3 Any dispute, question or difference arising under or in connection with this Contract, shall in the first instance be submitted to adjudication in accordance with clause 7.4, and thereafter to the exclusive jurisdiction of the English Court.
- 7.4 The Client and the Contractor shall have the right to have the dispute or difference referred to such person or persons as the parties may agree to appoint. The complaints procedure will be the initial path undertaken, whereby TT will try to resolve the matter in house. If the parties fail to agree upon a resolution, 14 days after either party has given written notice to the other, to concur the appointment of an independent adjudicator, the Complaints Committee of the Arboricultural Association shall, upon request from either party, offer an adjudicator. The adjudicator shall act as expert and shall not be bound to follow the principles of law but may decide the matter submitted to him/her according to what he/she considers fair and reasonable in all the circumstances. The costs of the proceedings shall be borne by both parties or as otherwise agreed with the adjudicator.
- 7.5 The Client shall not assign, delegate or otherwise deal with any of his rights and obligations under the Contract without the prior written consent of the Contractor.
- 7.6 As a progressive company we are in touch with all research relating to arboriculture. All observations, recommendations and works are based on the current standards, in particular: BS 3998: 1989 (British Standard Recommendations for Tree Work); BS 5837: 2005 (Trees in Relation to Construction): A Risk Limitation Strategy for Tree Root Claims (unpublished: London Tree Officers Association); Arboricultural Advisory and Information Service (A.A.I.S) research notes, the Environmental Protection Act 1984 and the Control of pollution Act 1974. All tree safety, hazard and structural assessments undertaken during surveys or inspections either on single trees or multiples of trees, use the methodology 'Tree Risk Management' (Smiley, Fraedrich, Hendrickson 2002), and Principles of Tree Hazard Assessment & Management (HMSO Lonsdale 1999) and as a basic, employ the VTA Methodology suggested by (Mattheck 1997). TT also consider NHBC 4.2 (Building near trees) where applicable. This format may be specifically detailed in text related to reports on single and smaller groups of trees but will be implicit for large scale surveys unless specified to the contrary by the client.

## 8. Contract Sum

- 8.1 The Contractor shall provide the Quotation in writing specifying the works to be carried out and a breakdown of the cost of the works.
- 8.2 The Quotation shall remain open for acceptance 28 days (or such other

period as may be agreed in writing) from the date it is provided by the Contractor. If the Quotation is not accepted by the Client in writing within this period, the Quotation will lapse and be deemed to have been withdrawn.

- 8.3 If the Client accepts the Quotation in writing within the period stipulated in clause 8.2, the price contained in the Quotation shall become the 'Contract Sum', except when extra unforeseen work becomes necessary. A binding Contract will come into existence when the Client accepts the Quotation in writing as soon as the booking deposit is paid.
- 8.4 The Client may issue to the Contractor reasonable instructions to vary and modify the quality and quantity of the works. All instructions given by the Client must be given in writing. The Contractor is not under any obligation to carry out a verbal instruction until it is confirmed in writing, except in the case of an instruction being issued by the Client in an emergency e.g. health and safety matters. All instructions issued in an emergency shall be confirmed in writing within three days and the Contractor shall be entitled to be paid for work properly carried out, in accordance with any such instruction.
- 8.5 If the variation will alter the cost of carrying out the works, the Contractor will provide a written Quotation and cost breakdown for the cost of carrying out the variation and the effect it will have on the completion date. The Client and the Contractor will agree an adjustment to the Contract Sum in writing. If the Client receives the amended Quotation and wishes to proceed, the Client shall confirm his instruction to proceed in writing, accepting the new Quotation and the extended completion date.
- 8.6 Where any additional or substituted work is of a similar nature to the works, such works should be valued to the cost breakdown set out in the Quotation; otherwise such works shall be valued at fair rates and prices agreed prior to execution. Any additional payment due to the Contractor or any extension to the completion date shall be added to the Contract Sum and completion date respectively.
- 8.7 For ease of transaction and your experience at Thor's Trees, deposit payments are taken by card (debit or credit) and card details securely stored on our two layer security Point-of-Sale ("POS") software system for the purpose of balance payments or in the event that the deposit payment is not processed immediately due to any technical reason. Transactions will only be processed following your express permission.

## 9. Legal system applicable

- 9.1 The law of the United Kingdom applies to all legally binding transactions between the Client and the Contractor. The Contract constitutes the entire agreement between the parties, and supersedes any previous agreement or understanding, and may not be varied except in writing between the parties. All other terms and conditions expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 9.2 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Court.
- 9.3 This Contract is made for the benefit of the parties to it and (where applicable) their successors in title and permitted assigns, and is not intended to benefit or be enforceable by anyone else pursuant to the Contracts (Rights of Third Parties) Act 1999 or analogous legislation.
- 9.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provision of these conditions and the remainder of the provision in question, shall not be affected.
- 9.5 TT reserves the right to change and/or revise any of the above Standard Terms and Conditions without notice. It is the Clients' interest to ensure they possess a current copy of Terms and Conditions, which the company will provide on request.



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