

# TERMS AND CONDITIONS

We are very keen to provide a quality service and a high level of customer satisfaction. Please take a few minutes to read the terms and conditions of our contract. Further information about our company is available on our website [www.ringrosetrees.co.uk](http://www.ringrosetrees.co.uk) or by contacting us direct.

**Standard of work:** All work shall be completed in line with BS3998 (Recommendations for Tree Work) where appropriate unless instructed otherwise by the customer. We shall undertake the work in a competent manner in compliance to the specification and price contained in our quotation.

**How long will the quotation last?** Quotations are valid for 60 days.

**Acceptance of the contract and programming of the work:** All customers are entitled to a 14-day cooling off period following acceptance of the quotation. When you accept the quotation, we will start the work planning process which may include dealing with permissions from the Local Authority. We will advise you of the estimated completion date for your work. In the event of a cancellation, we may charge a percentage of the quotation to cover any preparatory work already undertaken and any other costs already incurred. If the contract is cancelled within 24 hours of the job commencing and the work is not rescheduled a cancellation fee of 50% of the contract will be charged.

**Complaints procedure:** In the unlikely 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. Please be assured that as a TrustMark registered company we offer an alternative dispute resolution (ADR) service to our customers.

**When do I pay?** When the job is completed, the team leader will ask you to sign the job sheet to confirm your satisfaction. Please only sign this when you are satisfied that all items are completed. Please raise any queries with the team leader or the office before signing the job off. The office will invoice 'signed off' jobs within 14 days. All contracts and instructions are accepted on the basis of payment of full invoice price within 30 days of the date of invoice. Where applicable, value added tax (VAT) shall be charged at the current rate.

**Disposal of waste; do you take everything away?** Most customers require removal of all arising waste material from site and this will normally be specified in the quotation. Woodchips make useful garden mulch and we are increasingly finding clients requesting that the chips are left for their own use. Timber may also be left for firewood, but it is not normally left in sizes 'ready for the fire' unless specified in the quotation. Log splitting is very time consuming and we do offer a log splitting service as an extra service. We would be more than happy to quote for this separately.

**Stump grinding:** Stump grinding is normally carried out within a few days of felling rather than on the same day. We will call you to arrange a convenient time to undertake this work. Stump grindings are normally used to backfill the resulting hole as they decompose rapidly. The grindings can be removed from site but this will incur a further charge. We can in most situations grind to a depth of 150mm depending on the situation. The grindings can be removed from site but this would incur an additional cost. If, in the process of stump grinding, we uncover buried asbestos waste, we will cease the operation immediately. Once a specialist contractor has removed the asbestos we will then return and resume our stump grinding service. The customer will meet the costs of the specialist asbestos removal.

**Do I need to treat the stump after felling?** The majority of trees will cease to grow following felling and will decay naturally. Some deciduous species will send up shoots. We try to avoid the use of chemicals but on request will apply a single treatment to manufacturer's specification. Further treatments (if required) will attract an additional cost.

**Will my neighbours be affected?** Sometimes it is necessary to have access to a neighbouring property, particularly when branches overhang. It would be very helpful if you could inform them of your intention to carry out work and the date on which it will take place.

Vehicles parked close to our chipping machines can inadvertently get sprayed in a minor way with wood dust please ensure neighbours are aware of the work and that they may have to move their vehicles to avoid dust.

**Do I need to protect my walls or lawns?** Whilst our staff will operate with care and diligence often our work entails the carrying of large amount of material over lawns and past features. Please make sure that vulnerable surfaces (such as white walls) are adequately protected (builders polythene is a good method) and that fragile objects are moved (such as pots etc). Our staff will be more than happy to move heavier objects for elderly or disabled clients. Lawns tend to recover rapidly but very wet weather can give rise to very muddy conditions. We can provide boards to protect the lawn. However, this is not a standard procedure and may incur an additional cost. If in doubt, please discuss with our office.

**What time will the team arrive?** Most jobs are completed efficiently and on time. However, occasionally a job will over-run or the weather will prevent us from working to time. The earliest time the team will arrive is 8.00-9.00 am. However, in the case of smaller contracts, we are not able to estimate an arrival time until late afternoon of the previous day and can only then advise either am or pm arrival. We will of course make every effort to please clients who particularly require a morning or afternoon visit.

**Do I need permission?** The trees within this contract specification may be in a Conservation Area or be subject to a Tree Preservation Order (TPO). Upon acceptance of our quotation, we shall check for the presence of legislative protection. We would be happy to make an application on your behalf but would advise that a charge may be made for this service but no additional charges shall be applied to this work without first seeking your acceptance. Investigation of Private Covenants shall be the responsibility of the Owner and no liability shall attach to Ringrose Tree Services Ltd for a breach any such Covenant.

**Site condition:** The quotation is based on the site conditions existing at the time of preparation of the quotation. If the site conditions change thereafter, there may be an extra charge to deal with the changed site conditions. This may require an additional quotation.

**Decompaction and root feeding:** Decompaction (soil aeration) and root feeding around a trees roots to a maximum depth of 1m can be carried out depending on the location of underground services around the base of trees. See below.

**Underground and overhead services:** Although every reasonable effort shall be made to locate the presence of underground services, unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to us by the owner of the land or his agent prior to the formation of the Contract; we shall be under no liability for any damage caused as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to property resulting there from, and the owner of the land or his agent shall be solely liable for any such damage. Any charge for the removal of power lines or telephone cables shall be the responsibility of the owner, unless otherwise agreed in writing with us.

**Measurements:** All measurements mentioned in any correspondence are approximate.

**Insurance:** All work carried out by us shall be covered by a £15,000,000.00 Public Liability Insurance. A copy of our insurance can be sent with your quotation.

**General:** Ringrose Tree Services Ltd shall not be liable in damages or otherwise because of non-performance of a Contract arising on account of adverse weather conditions, strikes, lock-outs, war and civil commotion; or lack of adequately skilled labour due to causes beyond our control. Further, we retain the right in such circumstances to cancel the Contract in whole or in part. Completion dates shall be contingent upon weather conditions.

Quotations for felling are based upon the assumption of trees being free from metal, stone or other hidden obstructions. In the event of a tree being impossible to fell in the normal way, Ringrose Tree Services Ltd reserves the right to re-quote accordingly.

The Contract price is based on the site conditions existing at the time of the preparation of the quotation remaining unchanged.

Ringrose Tree Services reserves the right to cancel the contract at any time and for any reason and shall not be liable for any penalties or costs. Reasons for cancellation may be diary error; IT error; client error; third party error; changes in circumstances, misunderstanding, unreasonable or antisocial behaviour of the customer.

Customer information and data protection: Please be assured that we only use your personal information for the purpose of completing your tree work. Our IT systems are secure and we don't share your details with anyone unnecessarily. We 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 circumstance work might need a license from Forestry Commission. Please ask for a copy of our customer privacy notice for full details.

## Technical wording

**Crown Reduction:** This operation reduces the overall size of the crown. To avoid ambiguity, the specified end result will be stated either as the tree-height and branch-spread which are to remain, or the average equivalent in branch length (in metres). End results shall be specified for individual branches if the growth pattern of the tree creates a need for this, or where clearance from a specific object is required.

**Crown Thinning:** In crown thinning, an even density of foliage is removed to create a well-spaced and balanced branch structure which could, if required, provide an adequate framework for a possible future crown reduction. If the objective is to lessen the overall loading on a defective branch or stem, crown reduction and reshaping should be chosen in preference to crown thinning. The percentage of the leaf-bearing twig structure to be removed in crown thinning should be kept to the minimum required to achieve the objective and, in any case, should not exceed 30%. The percentage shall be stated in the work specification. Material shall be removed systematically from throughout the tree rather than from the inner crown only. Cutting branches back to the main stem will generally be avoided, although structurally weak or hazardous branches shall be removed if there is no alternative.