

# Terms & Conditions

## INFORMATION FOR CLIENTS

Big Heart Tree Care provides a professional tree surgery service and adheres to legal requirements that govern the arboricultural industry.

**The “contractor”** – the business undertaking the works.

**The “client”** – the person/business instructing the works

(and by accepting the quote, agrees to/accepts the following terms and conditions).

### Accepting your quotation:

- Quotations are valid for 90 days.
- ‘Notice of the Right to Cancel’ – the client has the right to cancel acceptance of a quotation. No charge is made for this but we do ask for reasonable notice.
- In the event of a variation to a quotation as a result, but not limited to, the following conditions; the quotation will be revised accordingly, either electronically in advance or hand written on the day of work.
  - Amendments to works required prior to arriving on site
  - Changes in site/ground conditions since the original visit
  - Additional works requested/required whilst on site
- Following written/verbal acceptance of a quotation from the client, the contractor will check if the following apply with the Local Planning Authority (LPA);
  - Whether the tree(s) are the subject of a Tree Preservation Order
  - Whether the trees are located within a Conservation Area

**NB: Please note, if the client wishes the contractor to undertake any necessary LPA application, an administrative charge of £30 + VAT will be made.**

- Where works are proposed to third party trees, i.e. ‘neighbours trees’, confirmation from the tree owner (‘the neighbours’) will be obtained before work commences. If works only apply to overhanging branches that can be pruned from within the client’s property, then permission is **not** required, although the neighbour should be advised.

### Completion of work specified:

- The contractor has £10 million Public Liability Insurance and a copy of the certificate is available upon request. The contractor will operate in accordance with good industry practice, their Health & Safety Policy and Procedures and undertake a Site Specific Risk Assessment (the outcomes of which may place constraints on the site whilst works are in progress, i.e. the client may not access their shed without prior agreement from staff).
- Staff are fully trained and experienced. 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.

- The contractor will undertake the works as scheduled but is aware of/may be constrained by ecological and wildlife legislation including:
  - Wildlife and Countryside Act 1981
  - Countryside and Rights of Way Act 2000
  - Conservation of Habitats and Species Regs. 2012 (amendment)

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.

- All waste produced through the outlined work (inc. twigs/branches/woodchips/logs/trunks/ foliage etc) will be removed from site and become the property of the contractor unless stated otherwise in the quotation. The contractor is a licensed waste carrier.
- The site will be left 'clean, tidy and safe' as much as is reasonably possible given the nature of the work. The production of wood dust, wood chippings, twigs, leaves and needles and the traversing of site by personnel will prevent the site remaining exactly as it was before work commenced.
- If the works spread over multiple days the site will be left safe, as appropriate, over night.

**Payment for services:**

- On completion of works, an invoice will be raised and payment is required within 7 days OR payment can be made in full on the day that works are completed. Bank transfer, cash or cheque are accepted.
- In the unlikely event that you are unsatisfied with completed works, concerns MUST be immediately notified to the contractor or in writing/by email within a minimum period of 24 hours.

Please contact us if you have any questions.

We thank all clients for the opportunity to provide a quotation and trust that they meet requirements.