



STALEYS TREE SOLUTIONS
LTD

And garden services

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions apply to all transactions and agreements between Staleys Tree Solutions LTD (STS LTD) and its clients. Your acceptance & instruction to proceed with work confirms your acceptance of these terms.

All work carried out by STS LTD is covered by **Public Liability Insurance of £5,000,000**. Work is conducted in accordance with **British Standard 3998 'Tree Work Recommendations'** where possible and unless specified otherwise.

Definitions

Contractor: Staleys Tree Solutions LTD (STS LTD), representing all staff directly or indirectly employed by the company

Client: person commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party

Quotation: written specification of the works as discussed on site and given or sent to the client

Works: refers to tree surgery, stump grinding, liaison with local authorities, lawn care, landscaping, hedges and any other tasks specified by the client

Contract: agreement between Staleys Tree Solutions LTD (STS LTD), and a client in which the client requires Staleys Tree Solutions LTD (STS LTD), to undertake certain specified works and Staleys Tree Solutions LTD (STS LTD), agrees to do this for a given remuneration

Quotations & Expiry

All quotations and cost estimates are without obligation. Typically we are prepared to hold our quote for a maximum of 3 months. After 3 months you may need to request a requote. For information, our prices generally rise over time with inflation.

Service Specification

The signed quote and service specification includes the limit and scope of works agreed to be undertaken.

Any dimensions and percentages specified are by nature approximate. Most works are undertaken to the nearest appropriate pruning or access point.

Changing the Quotation

If things change then the quote will change too. This might include:

- Changes to the work needed to be done
- Changes to the site or tree condition since the quote visit
- Additional works you ask for whilst we are on site

Changes in advance will need to be notified to us and confirmed electronically.

Changes on the day of work will be recorded on the quote document and countersigned by the contractor and client as 'additional works requested on the day' with a note of any cost implications.

Deposit

Staleys Tree Solutions LTD (STS LTD), require a booking deposit to reserve the service for the day and allow for the resourcing of planning and logistics. Depending on the scale of work and circumstance this is between 10% and 90%.

Staleys Tree Solutions LTD (STS LTD) Working Practices

Tree Preservation Orders and Conservation Areas

Following client agreement to carry out work and payment of the required deposit Staleys Tree Solutions LTD (STS LTD), may check with the Local Planning Authority to see if any trees are subject to a Tree Preservation Order . In the event that the client cancels a proposed service then a consultancy fee of £150 will be charged for this work undertaken.

Stump Grinding

Where specified, stump grinding will be to a level approximately 6" below the adjacent ground and will not include any lateral roots unless specified. Arisings will be left on site and backfilled into the stump hole as a mulch. Note: stump grinding is NOT included as part of any felling or removal job unless specified in the quotation. You undertake to notify the contractor of any underground services in the grinding areas.

Your responsibilities

- **Underground services:** You must notify Staleys Tree Solutions LTD (STS LTD), of the position of any underground services crossing the site where the work is to be undertaken and provide a plan showing the locations of underground services. You agree to indemnify and hold harmless Staleys Tree Solutions LTD (STS LTD), for any damage to underground services as a result of negligence howsoever caused.
- **Power lines, telephone and other cables:** You must remove or cause to be rendered safe any power lines, telephone or other cables which may interfere with the work or which may cause injury or damage to any Staleys Tree Solutions LTD (STS LTD), employees or sub-contractors. Failure to do so implies full and complete responsibility of you the appointing client and all incurred costs.
- **Ownership:** You must inform Staleys Tree Solutions LTD (STS LTD), if any of the trees, shrubs or hedges affected by or included in the service specification are not owned by you the appointing client.

- **Neighbors:** You must inform neighbor, where appropriate, of any specified work at boundary locations. You will be responsible for any claims resulting from such works.
- **Children and pets:** it is your responsibility to keep the working area free of children and pets.
- **Site hygiene:** We're unable to work on sites littered with dog or animal faeces. It's your responsibility to clear such mess before we arrive or incur an additional fee for cleaning or clear up on the day. If this is not possible you may incur a rebooking callout fee.
- **Landlord Access:** You must ensure that any tenants provide access to Staleys Tree Solutions LTD (STS LTD), on the scheduled date of work. In the event of ATS being unable to gain access you may incur a charge of 50% of the value of the proposed works.
- **Permissions:** It is your responsibility to ensure appropriate consent to carry out the specified work has been obtained.
- **Waste material:** Cuttings, wood, chipping's etc may be removed as part of the service where specified. Waste remains the property of the customer until full payment for the service has been received. Failure to pay will oblige Staleys Tree Solutions LTD (STS LTD), to return waste material to the site of work.

Our responsibilities and liabilities

- **Site:** Staleys Tree Solutions LTD (STS LTD), take all reasonable precautions to avoid damage to fences, gates, walls, paths and the site in general. This does not include damage to the site occurring through reasonable and proper execution of the work.
- **Maintenance:** Subsequent maintenance of trees and the site after completion of the work is not included unless specified in the quotation.
- **Tree death:** Staleys Tree Solutions LTD (STS LTD), will not be liable for the failure of any trees, shrubs or plants which fail to take for reasons beyond our control or for any tree which dies following heavy reduction or pollarding.
- **Subcontracting:** Staleys Tree Solutions LTD (STS LTD), reserve the right to subcontract all or part of the commissioned works. Such works remain subject to these terms and conditions.

Cancellations & Delays

Staleys Tree Solutions LTD (STS LTD), reserve the right to delay or cancel works that are: deemed hazardous, affected by inclement weather, likely to interfere with wildlife habitats, or otherwise compromised by events or failure to act on your responsibilities.

In the case of force majeure the contract may be suspended or cancelled.

As the customer you have the right to cancel this contract within 14 days without giving any reason; the cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, the customer must inform The Manager, Staleys Tree Solutions LTD, 30 Lister Road Sheffield S6 5AG.

Gillon@staleystreesolutions.com of their decision to cancel this contract by a clear statement e.g. a letter sent by post or email. If you have requested that the work starts within the 14 day period then there is no statutory right to cancel.

If you cancel scheduled works after 14 days but before the scheduled start date you will lose the deposit paid which was taken to reserve the service for the day and allow for the planning and logistics of the job.

If you have requested on the booking form, in person or within any means of contacting us an 'urgent start date' within 14 days and cancel within this period you will lose the deposit paid which was taken to reserve the service for the day and allow for the planning and logistics of the job.

Payment – 5 working days

On completion of the quoted works, payment is due within 5 working days. You'll usually be presented with an invoice on the day. Payment can be made via bank transfer or receipted cash on the day.

Late payment

Where invoices are overdue and payment has not been received, ATS reserves the right to charge daily interest on the debt at a rate of 8% over the Bank of England base rate on a weekly basis. In the event an account still remains outstanding, we will refer the matter to our debt collection agents, which will incur further costs of 20% + VAT. Any fixed fee costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate.

Complaints or concerns

Any complaints or concerns after completion of works must be notified, in writing or by email to ATS within a period of 48 hours. Complaints should be sent to Ashley Tree Services, 16 Greenstone Drive, Manchester, M6 6RJ. ashleytreeservices@gmail.com

General

The headings used in these Terms and Conditions are for convenience only and not necessarily part of their interpretation.

The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties.

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.

United Kingdom law applies to all legally binding transactions between the client and the contractor