



**BROWNS TREE SOLUTIONS LTD, T: 0800 8620863 E: INFO@BROWNSTREESOLUTIONS.CO.UK
WWW.BROWNSTREESOLUTIONS.CO.UK**

Terms and Conditions

The Contractor/person or business undertaking the works and the Client/person or business instructing the works (and in so doing, and accepting the quote, agrees to/accepts the following terms and conditions)

Estimates

- 1) The quotation is valid for 90 days and takes into account any 'value' monetary or otherwise, unless discussed on a bespoke basis.
- 2) Notice of the right to cancel – The client has a minimum of 7 days to cancel the contract in writing (either by post or email) from the acceptance date.
- 3) If the contract gets cancelled any time after the 7 days there will be a 15% charge of the total amount of works payable. Browns Tree solutions will consider all circumstances and in exceptional cases this charge may be reduced or cancelled at our discretion.
- 4) All of Browns Tree solutions quotations will be in writing which will then be agreed with the customer/contractor. The written quotation is the amount payable, this amount may be revised in the following circumstances:
- 5) A) If after submission of the estimate the customer/contractor instructs Browns Tree solutions (whether verbally or in writing) to carry out additional works not referred to in the quotation. Once provisionally agreed these amendments to the quote and to the price must be confirmed in writing. B) If after submission of the quotation it is discovered that further works need to be carried out which were not anticipated when the quotation was prepared. This will again be agreed in writing from both parties and potentially will not be completed on the same day.
- 6) **It is vital that you read through the quote and fully understand what is being proposed. If there are any questions or queries regarding the quote you must disclose them at the earliest opportunity before acceptance. Another quotation or discussion may be necessary.**

Acceptance

- 7) Acceptance of the quotation has to be in writing via email or by contacting the office on 0800 8620863 by doing this you are therefore accepting these terms and conditions which will accompany the quote.

Protection

8) It is vital prior to the teams completing the tree works that any items/ornaments of value should be removed or protected. If this is not appropriate, then it is the customer's responsibility to discuss this with the office so this can be documented and highlighted to the tree team prior to them commencing works. Any accidents/breakages that occur on the day of works Browns Tree solutions will not be held fully responsible if this accident or breakage could have been prevented by the customer. If this had been illustrated to the team as stated above, then Browns Tree solutions will accept responsibility. You must also ensure that driveways and access are clear for our vehicle/s and tree surgeons on the day so there are no restrictions.

On occasions if there are certain site restrictions on the day and we must work around this, that CAN then pave way for some accidental damage to shrubs, hedges, gardens and surroundings. We complete a risk assessment for every site and will always aim to avoid this. It is therefore the customers responsibility to enable us to have the best access possible so accidents and damages can be avoided, and risk minimised.

Deposit

9) We ask for a 30% deposit of the total amount payable upon acceptance for any domestic works worth over £500 this is to confirm mutual agreement to the completion of the works and full payment being received. Payment can be made over the phone or by BACS transfer.

Site Variations

10) In the event of a variation to the quotation as a result of: (A) Amendments to works required prior to arriving on site see (5A), or (5B) Changes in site/ground conditions since the quotation will be revised accordingly, either electronically in advance or hand written on the day of work, with agreed amendments signed by the Browns Tree solutions representative and the /contractor/customer.

11) If there are any variations to the agreed work or if the site changes in any way this will be subject to a separate quotation/negotiation. Depending on the size of and the nature of the works, a return visit may be necessary to carry out any additional works. 12) All works will be in accordance with the current British Standard 3998 and BS 5837 'Tree work Recommendations' where possible unless specified otherwise. Dimensions specified are approximate and wherever possible, will be to the nearest appropriate pruning point.

13) Stump grinding will be to a depth of 250/300mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots, but will not include lateral roots unless otherwise specified. The client will advise the contractor/client of any underground services in the vicinity of the stump prior to starting the job. Browns Tree solutions will always endeavour to achieve this element of your job on the same day, however there will be occasions where it is advisable to return on another day and complete the works separately. Please note that there are occasions that complete stump removal is not achievable due to ground conditions. Browns Tree solutions will always aim to achieve the best stump removal possible in the given condition/s. Chippings that have arisen from the grinding works will remain as once the ground has settled this will be absorbed. If you wish to have these chippings removed please inform the office so a price can be obtained.

14) All arising's (including twigs, branches, woodchips, logs, trunks, foliage etc.) from the tree work will be removed from the site and become the property of Browns Tree solutions unless specifically stated otherwise in the quotation.

Payment

(15) On completion of the works, an invoice will be raised and the full or remainder payment is required immediately unless previously agreed in writing with Browns Tree solutions Payment terms are available on our invoice. Unsatisfactory completed jobs MUST be immediately notified, in writing/by email, to Browns Tree solutions within a minimum period of 48 hours. All commercial contracts must be paid within 14 – 30 days.

If you are having grinding works, please note this will be carried out on a separate day and we will be invoiced separately.

(16) If payment is overdue by 14 days then a late payment fee of 5% may be added to the total cost.

Insurances

(17) Browns Tree solutions has 5 million Public Liability insurance and a copy of the certificate is available to view online on our website. Browns Tree solutions will operate in accordance with good industry practice, their Health and Safety policy and procedures and undertake site specific Risk assessments (the outcomes of which may place constraints on the site whilst works are in progress, i.e. the client can't access their shed without prior agreement from ground staff)

Site

(18) We ask all domestic and commercial owners to ensure that any animal faeces to be removed prior to us completing any works. This is to ensure that our staff and equipment are protected at all times. Our staff have the right to refuse to complete any tree works if there is any animal faeces present on the day.

(19) The site will be left generally 'clean and tidy and safe' but because of the very nature of the works including the production of wood dust, chainsaw/wood chippings/twigs/leaves and needles etc. and the traversing of site personnel it will not be as it was prior to commencement of works.

(20) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand.

(21) Browns Tree solutions applies herbicide free of charge and cannot guarantee complete poisoning of the roots as some are more stubborn to poison. If the roots re appear then Browns Tree solutions can return to poison the roots but a minimum fee of £15 will be applied. (please note this amount may increase depending on the nature or area of the job)

Restrictions

(22) Browns Tree Solutions will undertake the works as scheduled but is aware of/may be constrained by ecological and wildlife legislation including: a) Wildlife and Countryside Act 1981 b) Countryside and rights of way act 2000 c) 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.

(23) Following written/verbal instructions from the client, Browns Tree solutions will check with the local planning authority (LPA) (A) Whether the tree(s) are the subject of a tree preservation order (B) Whether the trees are located within a conservation area. Browns Tree solutions will also consider whether a felling licence is required from the Forestry commission (FC) or if any other permissions/consultations are required i.e. Natural England/Environment agency. N.B Please note, if the contractor undertakes the necessary LPA application/notification an appropriate administrative charge of £35 will apply. Similarly a charge may be incurred for obtainment of a FC felling licence. (24) Where works are proposed to third party trees, i.e. 'neighbours trees', Browns tree solutions 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

Completion

(25) Upon completion of the tree works, if you are at the property/site on the day then please ensure that you check the tree works completed to confirm that you are happy with the work. If you are not available on the day of the works and are unable to look at the works then if there are any concerns with the tree works this must be discussed with the office within 2 working days so we can potentially check this and rectify.

(26) All tree works will be carried out to ensure a healthy establishment of the area, however responsibility for the care of the trees/bushes thereafter is the responsibility of the customer. Browns Tree solutions are happy to advise

(27) Complaints procedure If you are unhappy with the works that Browns Tree solutions carried out then please contact the office where we will register your complaint and deal with it accordingly.