

Terms and Conditions of Service for

Fencing and Landscaping Work by Stephenson Trees and Landscapes Ltd

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

- 1) 'Notice of the Right to Cancel' – the client has a 14 day to cancel the contract (in writing) from acceptance date. Any cancellation beyond this may incur a fee particularly if the start date is within 7 calendar days.
- 2) The contractor reserves the right to withdraw a quotation or cancel a contract at any time up to the start of works.
- 3) This quotation/estimate is valid for 30 days (unless otherwise stated) and takes into account any 'value', monetary or otherwise, the arisings may have unless stated otherwise.
- 4) All works will be in accordance with the quotation. Dimensions specified are approximate and subject to change should ground conditions demand
- 5) In the event of a variation to the quotation as a result of:
 - a. Amendments to works required prior to arriving on site, or
 - b. Changes in site / ground conditions since the original visit, or
 - c. Additional works requested / required whilst on sitethe quotation will be revised accordingly, either electronically in advance or hand written on the day of work, with agreed amendments signed by the contractor and the client (where possible).
- 6) Stump-grinding will be to a depth of 100mm 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 of any underground services in the vicinity of the stump prior to starting the job.
- 7) All arisings will be removed from site and become the property of the contractor unless specifically stated otherwise in the quotation.
- 8) On completion of the works, an invoice will be raised and payment is required within 7 days unless otherwise stated. (unsatisfactory completed jobs MUST be notified, in writing / by email, to the contractor within 24 hours.)
- 9) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority for conservation area restrictions. It is the responsibility of the client to notify the contractor of any other planning restrictions which may affect the proposed works.
- 10) Where works are proposed to property boundaries, e.g. 'garden fencing', the contractor will assume that by requesting a quotation / authorising works that you have sought permission where required, the works are agreed and where necessary, that access is permitted. If permission is not required the neighbour should be advised where practicable to prevent delays whilst on site. The contractor accepts no responsibility for neighbourly disputes or financial loss to the client through the inability to have the work completed due to lack of permission. The contractor reserves the right to charge for time lost and / or materials due to disputes which could have been foreseen and managed.
- 11) The contractor has £10 million Public Liability Insurance and a copy of this, and other certificates are available on request. The contractor will operate in accordance with good industry practice, their Health & 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.)
- 12) The site will be left generally 'clean, tidy and safe' but because of the very nature of the works including the production of wood dust, chainsaw chippings, spoil from holes, etc. and the traversing of site personnel it will not be as it was prior to commencement of works.
- 13) If the works spread over multiple days, the site will be left appropriately tidy and safe and as agreed with the client beforehand
- 14) The contractor 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.