

These Terms and Conditions apply to all transactions and agreements between ACE Total Tree Work LTD and its clients.

Definitions

1. Contractor: ACE Total Tree Work LTD, representing all staff directly or indirectly employed by the company
2. Client: person commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party
3. Quotation: written specification of the works as discussed on site and sent to the client
4. Works: refers to tree surgery, arboricultural advice and liaison with local authorities
5. Contract: agreement between ACE Total Tree Work LTD and a client in which the client requires ACE Total Tree Work LTD to undertake certain specified works and ACE Total Tree Work LTD agrees to do this for a given remuneration

Quotations

6. All quotations and cost estimates are without obligation
7. All quotations are inclusive of VAT
8. Quotations are valid for six weeks from their date of issue, after which time the contractor is entitled to draw up a new quotation/amend costs

Entering into an agreement, execution of commission

9. The contract takes effect on acceptance by the client, either verbally or in writing, of the quotation submitted by the contractor
10. The contractor commits itself to executing the works to the best of its ability, thereby employing sound professional knowledge, skills and experience, with due regard to the client's requirements and in compliance with all relevant regulations and standards
11. The contractor shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works

Alteration/withdrawal/end of contract

12. Scheduled works should be cancelled by the client on a 24 hours' notice basis. If the client fails to do so, a minimum charge of 60% will be levied
13. Costs of any additional works requested by the client falling outside of the original quotation will be specified in an additional quotation
14. The contractor reserves the right to delay or cancel works that: (a) are deemed a potential hazard (b) are affected by inclement/dangerous weather (c) interfere with the safe retention of wildlife habitats (d) are compromised by unforeseen circumstances
15. In the event of a contract being withdrawn by the client after works have commenced, he/she will pay the contractor 75% of the remuneration agreed upon at the start of the contract
16. In the event of bankruptcy or liquidation of the client, the contractor is entitled to delay the contract, ask immediate payment of the remuneration agreed upon or annul the contract
17. In the event of a force majeure, including all exterior causes (foreseen or unforeseen) over which the contractor has no influence and which prevents it from meeting its obligations, the parties will agree to either suspend or annul the contract
18. The contractor's contractual obligations end upon receipt of a written statement by the client approving the works undertaken. The client's contractual obligations end upon receipt of the remuneration by the contractor

Liability

19. The contractor is responsible solely for damage that is the direct and demonstrable result of a shortcoming for which the contractor can be held accountable
20. The contractor does not accept liability for any damages to (underground) services that were not advised of by the client prior to commencement of the works
21. The client is responsible for informing neighbours in the event where works need to be carried out on their tree and which necessitates access to their property
22. The client is bound to indemnify the contractor from any claims from third parties arising after completion of the works

Payment

23. The contract price takes into account factors such as travelling time, site conditions, parking costs, arrangements with local authorities regarding the safeguarding of the area, manpower required and the need for hired equipment
24. Invoices should be paid on completion of works, unless agreed otherwise. The contractor reserves the right to charge interest on fees outstanding for more than 14 days at the rate of 10% per week from the agreed date of payment

Legal system applicable

25. The law of the United Kingdom applies to all legally binding transactions between the client and the contractor