



## **SANDY TREES: TREE SPECIALISTS**

### **TERMS & CONDITIONS**

#### **INTRODUCTION**

The business was established in 2013 by Richard Sandy. Sandy Trees aims to deliver an exceptional level of service whilst maintaining the highest standards of technical competence in the arboricultural industry.

#### **DEFINITIONS**

**The Client:** Being the person or persons who has requested a quotation for works/authorised the works to proceed and will normally be the owner of the trees specified or will be the owner's representative in whatever capacity with regard to said trees.

**The Estimator:** Being Richard Sandy.

**The Quotation:** Being the written specification and costing for works as inspected and/or discussed on site and sent to the client. Quotations are valid for six months from their date after which period the Contractor reserves the right to amend costs/submit a new quotation.

**The Works:** Being the tree work operations as detailed in the Quotation.

**The Contract:** Being the works in the Quotation requested/accepted/agreed by the Client.

**The Contractor:** Being Richard Sandy.

#### **GENERAL**

**Tree Preservation Orders/Conservation Areas:** If the trees detailed in the Quotation are covered by individual or group Tree Preservation Orders or are located within a Conservation Area the Contractor can/will obtain any necessary Local Authority consents for work on behalf of the Client on written acceptance of the contract.

Richard Sandy Tree Surgeon has Public Liability Insurance and Employers Liability Insurance.

**Additional Works:** If, during the execution of the contract additional works are requested by the Client which are outside of the original Quotation, then their cost can be agreed on site or an additional quotation can be prepared which may necessitate a further site inspection(s) by the Estimator.

**Emergency call out:** Set rates apply and are chargeable from time of instruction.

**Cancellation:** 24 hours' notice of cancellation of scheduled works is required.

**Neighbouring Trees:** If works are to be carried out on a Client's neighbour's trees which necessitate access to their property then written consent from the owner will be required. Any works carried out on a Client's neighbour's trees which do not necessitate access to their property do not need written consent but it is deemed prudent to inform them of proposed works. All the above are the sole responsibility of the Client.

**Payment:** Payment is due upon the satisfactory completion of the contract, unless otherwise agreed. Cheques should be made payable to 'R E Sandy' and passed to the foreman on site. Payment must be made within 14 days from receipt of invoice, unless otherwise agreed with by Sandy Trees.

**Complaints:** Any complaints/queries relating to the satisfactory completion of works must be raised with our head office within 48 hours of receipt of invoice; otherwise the contractor reserves the right to charge additional fees for further works/attendance/amendments.

**Settlement of disputes:** The Contractor will do everything possible to resolve any misunderstandings arising from contract works to the satisfaction of both parties.

**Parking:** Where Residents Parking bays apply with regard to the contractor's vehicle parking requirements, then the client must either provide a valid visitor's parking permit or pay for the cost of suspending the bays.

**VAT:** Richard Sandy Tree Surgeon is not a VAT registered company.

## **THE WORKSITE**

**Site Conditions:** The Contract price is based on site conditions as inspected by the Estimator. The Contractor reserves the right to levy additional costs subject to the degree of additional obstruction or to delay, postpone or rearrange works as necessary. The works area must be accessible prior to commencement of works. The Contractor does not accept any responsibility for any damage or loss incurred through the need to clear access for works. If the work necessitates access to and from the site through the property it is the responsibility of the owner to ensure that any breakable items are removed prior to the commencement of the works and the Contractor will not be held liable or responsible for any breakages of items which should have been removed.

**Services:** The Contractor will, upon written acceptance of the Contract, make any necessary arrangements with relevant authorities to make safe any external/overhead power services. Any costs will be chargeable to the Client.

It is the responsibility of the Client to inform the Contractor of any underground services within the proposed area of works prior to commencement. The Contractor will not accept liability for any damage to services not informed about and reserves the right to cancel works deemed a potential hazard. Any injury to operatives caused through contact with undisclosed services will remain the responsibility of the Client.

**Weather conditions:** The Contractor reserves the right to delay, postpone or cancel works affected by inclement/dangerous weather conditions and to resume works as soon as conditions allow.

**Wildlife and Countryside Act: 1981/2000 – Crow Act (2000) Bats:** The Contractor shall take all reasonable steps to ensure the safe retention of any wildlife habitats and reserves the right to delay, postpone or cancel works accordingly and to resume works as soon as practical.

**Site Clearance:** The Contractor shall take all reasonable steps to ensure the worksite is left clear and safe at the end of the day and on completion of all works.

## **EXPLANATION OF TERMS**

Clean out crown: Being the removal of dead wood, dying, diseased, weak, suppressed, split, broken, hanging crossing and rubbing branches and epicormic growth (small shoots emanating from the main trunk and stems) from the crown.

Remove dead wood: Being the removal of all major dead wood.

Formative prune: Being the minimal pruning of, usually, young trees to maintain optimum initial branch structure and crown balance in order to pre-empt potential future problems.

Trim: Usually refers to hedging and shrubs both evergreen and deciduous. Being the use of mechanical trimmers to prune back, to flatten off or round off of growth to contain spread and maintain control/optimum visual appearance and shape.

Crown lift: Being the complete removal of lowest branches to main trunk and/or the reducing back in length of lowest branches thus increasing the height of the main crown line above ground level. Usually expressed in metres.

Crown thin: Being the removal of all branches as in 'Clean out crown' and the removal of further smaller diameter branches evenly throughout crown in order to lessen the crown density and thus improve light through the tree. Crown thinning will not result in any major alteration in the outline of the tree. Usually expressed as a percentage.

Crown reduction/reshape: Being the all-round reduction of the crown size of the tree unless otherwise specified. Usually expressed as a percentage. In some cases only partial crown reduction is specified in order to clear buildings, street furniture etc. usually expressed in metres.

Pollard: Being the removal of all growth back to main trunk or trunk knuckles, unless otherwise specified.

Fell: Being the complete removal as near to ground or surrounding soil level as possible of the tree, leaving a stump. Involves either the dismantling of the tree in sections or where site conditions allow felling the tree from the base.

Grind down stump: Refers to the stump at or near ground level. Being the mechanical chipping out of the stump to approximately 15cm below ground level only. The trees' radial root spread remains intact unless otherwise specified.

Grind out stump: In some cases, usually with smaller shallow stumps, it would be possible to grind out the whole stump. On larger stumps the grinding of radial roots down to a certain diameter may be specified.

Grub out: Refers to the stump and roots of a tree. Being the physical/manual digging out of a stump and its root system. Usually applies to smaller trees.

Treat stump to prevent regrowth: Being the poisoning of the stump at ground level following felling work effectively to prevent the tree from resprouting.