OUR TERMS AND CONDITIONS

DEFINITIONS

- “We” / “Us” / “Our” / “Contractor” / “Contractors Surgeons” – D M Tree & Landscape Contractors Ltd who are undertaking or carrying out the work.
- "Customer"/ "Client"– The individual, Council or the business or company who is commissioning or instructing the works.
- “Quote” “Quotation” – A written description of the work required.
- “Work/s" Tasks instructed by the customer and carried out by the contractor.
- Contractor. D M Tree & Landscape Contractors Ltd and or our staff.

QUOTATIONS AND ESTIMATES

- All quotes are valid for 1 year.
- We charge VAT at the current rate and specify this on all quotes and invoices.
- The Quotes are always plus VAT and never include VAT.
- We participate in the US forces VAT-free programme.

THE AGREEMENT

- Acceptance of quotations verbally over the phone or in writing by email, which enters the client and contractor into a contract. The client agrees to pay the contractor upon completion of the work in the accepted quotation.
- It is the client’s responsibility to read the terms and conditions outlined below. By accepting the quote, you are agreeing to the terms and conditions on our website.
- Due to our work’s nature, a small amount of mess and minor disturbance is inevitable and unavoidable.
- If the contractor is working over multiple days, the site may still have wood/ timber, brush, and debris at the end of each day unless specified in the quote that the site is to be cleaned at the end of each day.

CANCELLATIONS AND ALTERATIONS

- If the client accepts a quotation but then wishes to make changes or requires additional work, they must inform the contractor as soon as possible. Changed job specifications and extra work may be itemised in a revised written quotation or simply agreed upon verbally.
- The contractor's obligation ends when the client has confirmed they are satisfied with the work. If you are not happy with the result, you must notify the contractor as soon as possible.
- If an unforeseen event prevents the contractor from completing the agreed work, the client must pay for the work that has already been done.
- The contractor reserves the right to postpone or cancel any work due to adverse weather or changes to the site/tree condition that would make the job too hazardous to proceed, such as if a tree is deemed unclimbable.
- If the contractor has provided a quotation based on pictures the client has provided, we reserve the right to void the agreement if the photographs are misrepresentative, misleading or do not show the correct amount of work, access or size.
- Any unfixed or unused goods or materials that may remain when the job is completed will remain our property. We will remove them from the site, and no credit will be given for such unfixed or unused goods.
- Timber is a natural product and, as such, is liable to cracking, warping, waning, shrinkage, and splitting. These may appear as soon as the timber is exposed to the elements or may take some time. Please note that this is not a defect, and in most cases, it will not affect the strength of the timber and will stabilise over time.

LIABILITY FOR ALL WORKS

- The customers are responsible for keeping pets and children away from the work being carried out at all times.
- If necessary/required, it is the customer's responsibility to inform neighbours and third parties of the proposed works.
- The customer is responsible for making arrangements with their neighbours, tenants, or third parties to allow the contractor access if necessary/required.
- The contractor and the customer are responsible for checking if the tree/s are subject to a TPO (Tree Preservation Order) and if the work is taking place within a conservation area. If you commit to D M Tree & Landscape Contractors Ltd carrying out the work, if necessary, we can apply for and obtain all the relevant council permissions free of charge. However, if we submit an application and you cancel the contract, we will withdraw the application.
- If the customer has obtained Council permission for tree work, they are responsible for providing copies to the contractor before any work occurs.
- If free or "pay and display" parking is not within a suitable distance from the worksite, the customer is responsible for providing parking permits for our

vehicles/machinery. It is not the contractors' responsibility to obtain parking permits in controlled parking zones; parking inability may prevent us from completing the work.

- The contractor is not liable for any property damage resulting from working in poor/adverse weather conditions.
- The customer is responsible for clearing their property of garden ornaments, washing lines, garden furniture, potted plants, etc., from the proposed working area to allow the contractor access to complete the agreed work. If you require help moving your property/obstacles, you must make us aware at the quotation stage.
- The customer must ensure the working area and access to it are free from dog products. It is not the contractors' responsibility to create a hygienic working environment. We reserve the right to cancel or postpone the work until the worksite is dog product-free and suitably clean enough to operate.
- The customer must inform the contractor of changes to the worksite from the time of quotation that could slow down, affect, or prevent the planned work. We reserve the right to amend or annul the contract as a consequence of changes to the worksite.
- D M Tree & Landscape Contractors Ltd will not be liable for any failure of any trees or shrubs following heavy reduction, pollarding, or even trimming. Trees are natural living things and are subject to various pests, diseases and a limited life span.
- Should we need third-party access, it is the client's responsibility to obtain this.
- Subsequent maintenance of trees or monitoring of the trees worked on and/or the site after completion of the work is not included unless specified in the quotation.
- Unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to D M Tree & Landscape Contractors Ltd by the owner of the land/Property or his agent prior to the start of the contract, the contractor shall not be liable for any damage caused as a result of work performed under the contract, to such pipes, wires or cables, or for any damage to property resulting therefore and the owner of the land or his agent shall be solely liable for any such damage.

STUMP GRINDING SPECIFICALLY

- We will leave the mulch/chippings from the grindings in situ and not take them away unless specified in the quote. This is normal.
- The contractor is not responsible for damage to any underground utilities or services such as water pipes or cables unless the customer identifies/highlights them at the quotation stage and provides a plan showing the exact position of

pipes, services sewers, and cables of any sort then marks the position prior to the works starting.

- The customer is responsible for keeping pets and children away from the stump grinder/worksite. We suggest keeping pets and children inside.
- We grind stumps to a depth of 250 mm below the ground level immediately adjacent to the stump as standard.
- If you intend to lower the adjacent ground level once we have completed our grinding, please bring this to our attention at the quotation stage.
- We grind the buttress (main body of the stump) but not the lateral roots (extending away from the body). Stump grinding is not as effective as removing the stump with an excavator, as it does not remove the entire root system. However, it is far less likely to cause damage to services and the surrounding area, so most customers prefer it. Also, there is no massive stump to get rid of, just chippings/soil left.
- We can grind deeper than 250mm, including lateral roots and removal grindings, but we must agree to this at the quotation stage, and the processes may incur additional costs.
- Where we state grind stumps in any quote we may grub or pull the stumps out at our discretion if this is more efficient for us or for any reason again at our discretion. This could be for various reasons. It won't be any cheaper or dearer if we grub out the stumps.
- When we leave the grindings, it will be very low grade and with soil/stones in the mix.
- When we grind stumps, we do not guarantee that there will be any mulch left in situ as we may have grubbed the stumps.

FENCING AND TIMBER PRODUCTS, SPECIFICALLY

- All fencing and timber are liable to some shrinkage, cracks, and movement. This is normal as it is a natural product. All fencing has a one-year materials and labour guarantee, but this excludes some shrinkage, cracks, fading, and movement, which is quite normal for timber products outside in the weather.
- We normally build/ fix the fence conventionally, as well as the posts and rails inside your property.
- Any unfixed or unused goods or materials that may remain when the job is finished will remain our property. When we remove such goods from the site, we will not give credit for them, like excess timber or fastest concrete mix. To explain, we often bring more materials than are needed to fix a fence, for instance, to make sure we have enough on site.
- We will not be liable for non-completion of work on a set date due to adverse weather conditions.

- We retain the right to rearrange a job at short notice for health and safety reasons with the customer's agreement. We always do our best not to damage any garden plants, trees, and shrubs when undertaking fencing, but we must be able to cut back any material as necessary so that we can access the area and erect the new fence. Please ensure that we are aware of any material, trees, and shrubs that may need protection, and we accept no responsibility for damage to them.
- Where the customer supplied their own fencing materials, D M Tree & Landscape Contractors Ltd will not be liable for any deficiencies, faults or defects in the same materials or to the effect on the overall fence/structure.
- Unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to D M Tree & Landscape Contractors Ltd by the owner of the land/Property or his agent prior to the start of the contract, the contractor shall not be liable for any damage caused as a result of work performed under the contract, to such pipes, wires or cables, or for any damage to property resulting therefore and the owner of the land or his agent shall be solely liable for any such damage.

SITE AND OR GARDEN CLEARANCE SPECIFICALLY

- We will not allow for the removal of any hazardous waste or asbestos material. We will not allow for the removal of hard standings, concrete bases, shed bases, old paths, roadways, hardcore or similar unless specifically itemised and mentioned in the quotation.
- Also, we will not allow for removal of ponds cesspits, filling in of voids, cellars or cesspits unless specifically mentioned in the quotation.
- Similarly, we will not remove/demolish sheds, outbuildings, lean-tos or temporary buildings unless specifically asked for and then itemised in the quotation.
- Unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to D M Tree & Landscape Contractors Ltd by the owner of the land/Property or his agent prior to the start of the contract, the contractor shall not be liable for any damage caused as a result of work performed under the contract, to such pipes, wires or cables, or for any damage to property resulting therefore and the owner of the land or his agent shall be solely liable for any such damage.

PAYMENT FOR ALL WORKS

- Full payment is due upon receiving the invoice.
- We prefer an online transfer.
- We accept payment via BACS (Bank Transfer) credit card or Cheque.
- VAT is chargeable at the current rate.

Email: dmtrees.landscape@gmail.com
Telephone: 01638 438511
Use of the website dmtrees.landscape@gmail.com

If you use our website, you agree to comply with and accept the following terms and conditions. Which, in conjunction with our privacy policy, dictates our relationship with you on this website. You are subject to the following terms if you continue to use this website:

- This website's content and its pages are for general information only, and content is subject to change without notice.
- Neither nor any third parties provide any guarantee or warranty as to the timeliness, performance, completeness, accuracy or suitability of the materials and information offered or found on this website for any use or purpose. You acknowledge that such materials or information may contain errors or inaccuracies, and we exclude any liability for errors or inaccuracies to the fullest extent permitted by law.
- Your use of any materials or information on this website is wholly at your own risk, for which we shall not be liable. You are responsible for ensuring that any services, products or information available through this website meet your specific demands.
- This website contains material which is licensed to or owned by us. This material includes, but is not limited to, the look, layout, design, graphics and appearance. Reproduction of content and material found on the website is prohibited other than in accordance with the copyright notice, which is a part of these terms and conditions.
- All trademarks reproduced on this website, which are not the property of or licensed to us, are acknowledged and credited.
- Your use of our website and any dispute arising from this use are subject to laws in England, Scotland, and Wales.
- You are forbidden to create links to this website from any other websites, documents or sources without prior written consent from us.
- Unauthorised use of this website may constitute a claim for damages or be a criminal offence.

- This website includes links to other websites/sources for your benefit, which may provide helpful information. We do not endorse any linked website and have no responsibility for the content found on such website/s.
- Our website may use cookies. Please do not use our website if you disagree with this policy.

For clarification or to discuss these terms and conditions, please contact us, and a member of the team will be more than happy to help.