



Terms & Conditions, Cancellation, Complaints & Insurance

These terms and conditions set out the agreement between the contractor (the person or business undertaking the works) and the client (the person or business instructing the works) and are accepted upon the client's acceptance of the quote. The client is the person or company commissioning specified works to whom the quotation has been sent.

Upon acceptance of the quotation, if the client is acting on behalf of a third party, this must be clearly stated and confirmed with the third party. If the third party does not confirm, the person or contractor commissioning the works is liable for any payment. Correct invoicing details must be provided by all parties, including business contractors, at the time of commissioning the works. We reserve the right to charge an administrative fee of £12.50 if there is a request to change details of the invoice after completion of works. If incorrect invoicing details are given and we are not informed, we reserve the right to charge £25.00.

Please note that we have full Arboricultural Association accreditation, including CHAS and SSIP, which can be found on our website under "qualified and insured." This accreditation covers the training matrix for our arborists and insurance and training information for our subcontractors. A request for paperwork completion which duplicates this information will incur a £200 fee.

1. Notice of Right to Cancel - Cooling-Off Period: The client has the right to cancel the contract by giving notice in writing within 14 days from the acceptance date or by completing the attached form on Page 6.
 - i. If the client cancels the contract at short notice, or if the client expressly requests work to be carried out within less than 14 days from acceptance to the scheduled date of works, the client may be liable for costs proportionate to the amount of work that has been done.
 - ii. If we are unable to mitigate any losses incurred as a result of short notice cancellation, which means cancellation within 48 hours or less of the scheduled date of works, the client may be liable for up to 100% of the total contract cost.

It is therefore in the client's best interests to let us know at their earliest opportunity if they wish to cancel the work.

2. In the event that the client postpones or cancels work, the client will be invoiced for any costs incurred by the contractor as a result, in accordance with the provisions set out in clause 1 above. Such costs shall include, but not be limited to, the following circumstances:
 - i. Where, prior to or during work, there are obstructions that prevent the safe execution of the work;
 - ii. Where the contractor is unable to access the site at the agreed time or where access to the site becomes restricted, and as a result, the work cannot be carried out without delay; and
 - iii. Where the contractor cannot carry out the works free from harassment or obstruction.



3. The Contractor shall undertake the works as scheduled but may be constrained by ecological and wildlife legislation including:

- i. Wildlife and Countryside Act 1981.
- ii. Countryside and Rights of Way Act 2000.
- iii. Conservation of Habitats and Species Regulations 2012 (amendment).

This legislation requires the contractor to assess the impact of the works which may result in works being delayed due to nesting birds, roosting bats or similar being present.

4. Where possible, in the event of a variation to the quotation due to changes in site or ground conditions since the original visit the quotation will be revised accordingly, either verbally, electronically or hand written on the day of work, with agreed amendments made by the contractor (or an operative on behalf of the contractor) and the client but otherwise will be charged at a fair price based on the variation.

- i. No addition to the commissioned quote shall be made above the value of £100.00 without a formal addition made to the quote through the office.

5. The Contractor shall make all reasonable efforts to complete the works within any period of time specifically agreed between the Contractor and the client, but this will not form the basis of the contract and the Contractor shall not be held liable for any delays caused by circumstances beyond its control, including but not limited to inclement weather and delays in the supply of materials from third-party suppliers. In such circumstances, the parties shall mutually agree to either suspend or terminate the contract, and neither party shall be liable to make any payments to the other.

6. If the client wishes to make any changes or additions to the works, they must notify the Contractor in writing or orally through the office. The Contractor will confirm the variation, and if the order is not rescinded within seven days, it will be considered confirmed.

7. Following written or verbal instructions from the client to carry out the work, it is the client's responsibility to ensure that they are complying with all local planning laws and they cannot rely on the Contractor to know:

- i. Whether the tree(s) are the subject of a Tree Preservation Order
- ii. Whether the trees are located within a Conservation Area

When informed by the client that planning consent is required, the Contractor will obtain the necessary permissions and consider whether a Felling Licence is needed from the Forestry Commission (FC) or if any other permissions or consultations are necessary, such as from Natural England/Environment Agency. Please note that if the Contractor handles the necessary LPA application/notification, an administrative charge of £75 may be applicable if the work is not subsequently carried out by the Contractor. Similarly, a fee may be incurred for obtaining an FC felling licence.

8. As the Contractor, we shall ensure compliance with all applicable statutes, statutory instruments, rules, orders, regulations, and bye-laws relevant to the works. We shall also provide any necessary notices as



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required by law and pay all fees and charges legally recoverable from us in relation to the works. However, if the client fails to inform us of any regulations that are specific to their property, we shall not be held liable for any non-compliance or associated fees or charges.

9. In cases where works are proposed on trees belonging to a third party, such as neighbour's trees, and permission is not required from the neighbour, the client must still inform the neighbour and bring their attention to terms 7, 9, and 10 in our terms and conditions.
10. Neighbouring Trees - If access to a neighbour's property is required to carry out work on their tree, the client must obtain any necessary consent from their neighbour and the client is bound to indemnify the Contractor from any claims from third parties arising after completion of the works. If the Contractor perceives that the necessary consent has not been obtained from neighbours or other relevant parties, no work will be carried out. In such circumstances, the client will remain responsible for full payment of the contracted work. Upon acceptance of any quotation, it is the client's responsibility to obtain explicit consent from their neighbour. The Contractor will not be held accountable for any liability resulting from a failure to obtain necessary consent.
11. The quotation considers any 'value', monetary or otherwise and all materials, including twigs, branches, woodchips, logs, trunks, foliage, and any other arising's, will be removed from the site and become the property of the Contractor, unless otherwise specified in the quotation.
12. The client is responsible for ensuring that any pipes, drains, or cables are not impacted by the proposed work. The Contractor will not be held liable for any unforeseen site conditions that were not apparent during the initial survey and were not discovered without opening up the existing structure or groundworks.
13. Operatives will endeavour to avoid any breakable items in the vicinity of the works (including the interior of the property if access to the site is gained via the interior) which are capable of being moved. However, it is the client's responsibility to ensure that prior to the start of works such items are moved away from the vicinity in which the work is being carried out. This is to include items in neighbouring properties or items in public areas where they fall within the vicinity of the work being carried out. Exceptionally, if requested or given permission, or it is deemed necessary to continue with the work safely they may move items within the vicinity.
14. GraftinGardeners Ltd accepts no liability for any damage caused to render, paint, or brickwork resulting from the removal of Ivy, specifically when applied to already deteriorating structures. Well-built and new structures are generally unaffected by Ivy. It is important to note that the removal of Ivy will be performed exclusively using hand tools. The price quoted for the service does not cover jet washing or the cleaning of marks left by small aerial root remnants.
15. The site (including the interior of the property if access to the site is gained via the interior) will be left generally 'clean, 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 always be possible to leave the site as it was prior to commencement of works. Although efforts will be made to clear arising's it will not be possible to clear traces of fine material (i.e. stump grindings and sawdust) especially when wet.



- i. As fine arising's can travel over a wide area the client should take precautions to lessen any impact the work may have (such as moving vehicles from the vicinity) and advise neighbours to do the same.
16. In the event that the works are carried out over multiple days, the site will be left in an appropriate, safe and agreed condition with the client at the end of each day's work.
17. All works will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
18. Stump-grinding will be to a depth of either 150/200/250/300mm or as stated 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 is responsible for informing the Contractor of any underground services or utilities in the area of the stump before work commences. While the Contractor will endeavour to prevent regrowth of the stump through treating it, this is not always guaranteed to be successful on the first attempt and may require further visits. Any additional visits will be charged at the standard minimum call-out fee.
19. Removal of trees where specified will not include any subsequent root or stump removal unless otherwise stated.
20. In addition to its statutory obligations the Contractor guarantees the works against faulty materials and workmanship upon completion as follows:
 - i. All branches, timber, and debris will be cleared and removed from the site, unless otherwise agreed upon by the client. The exception to this being fine debris and arisings from the grinding of stumps, unless otherwise stated.
 - ii. Trees planted will be guaranteed for 10 years excluding failures due to lack of proper watering, drought, malicious acts or Acts of God.
21. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse.
22. This guarantee is not transferable unless requested in writing and agreed to by the Contractor, and is subject to an administration fee, which will be advised by the Contractor at the time of the request.
23. Notice of any claim under this guarantee must be made in writing to the Contractor within fourteen days of the alleged defect becoming apparent. The written notice must include a detailed description of the defect and the circumstances under which it occurred.
24. The contractor has £10 million Public Liability Insurance and a copy of the certificate is shown on our insured and qualified page. 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.)

25. On completion of the works, an invoice will be raised, and payment is required within 3 days of completion of the quoted works, unless otherwise agreed. Unsatisfactory completed jobs MUST be immediately notified to the Contractor within a minimum period of 48 hours. The invoice will be sent to the same address as supplied for the quotation (whether email or letter) and it is the client's responsibility to ensure that these are still correct and inform the Contractor immediately if there is any reason why they would not receive communication at the previously given address as invoices sent will be deemed received. The Contractor shall be entitled to charge interest on all outstanding monies at the prevailing rate set by UK courts rate at the time the monies are due and to levy a charge of £12.50 for each reminder given (including those given by email, phone or voicemail) up to a total of three reminders. A copy of our debt policy is available on request.
26. The contract price includes factors such as travelling time, site conditions, parking costs, arrangements with local authorities for the safeguarding of the area, manpower required, and the need for hired equipment, unless agreed otherwise. The Contractor reserves the right to request immediate payment for any such goods upon delivery, parking costs, arrangements with local authorities for the safeguarding of the area, and/or hired equipment, as opposed to 3 days after completion of all works.
27. If you have a complaint, please refer to Page 7 of our terms and conditions for our complaints procedure.
28. In the event of any dispute arising during the course of or subsequent to completion of the contract the client will not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute. All withheld payment is subject to relevant receipts being provided to us.
29. The Contractor reserves the right to charge £25.00 for administration of unsigned/unpaid cheques or returned cheques.



Section 7: Notice of the Right to Cancel

As part of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- The customer has a right to cancel this contract starting 14 days from the day this contract is made and to have any deposits returned provided the customer has informed the trader in writing or by using the cancellation form below.
- If a customer has agreed in writing to the service being started within the 14-day cancellation period they can still cancel but the trader shall be entitled to payment for all works completed up until the date of cancellation.

CUSTOMER CANCELLATION NOTICE FORM

To cancel your booking, please complete the form below and return it to us by email or post.

I / We hereby give notice that I / We wish to cancel my / our contract / appointment.

Estimate number:

Customer Name:

Address:

Phone Number:

Email:

I understand that by cancelling my booking, I may be subject to a cancellation fee as outlined in the terms and conditions of Graftingardeners Ltd. I confirm that I have read and understood the terms and conditions.

Signature: _____

Date: _____



Our complaints procedure

We are committed to providing good quality services. We realise, however, that we may sometimes get things wrong or make mistakes. To deal with this we have a complaints procedure.

How we will deal with your complaint

We do not look on a complaint as unwanted, but rather as a learning opportunity, as it may help us to see where our services or procedures might be improved.

How to complain

This involves up to three steps:

Step 1: Let us know of your concerns as soon as you can.

If the team is currently carrying out the work or has just completed the work and are still with you, it is often best to speak with the Lead Climber. If they are unavailable or unable to resolve your complaint satisfactorily, please email photos at your earliest convenience to info@graftingardeners.co.uk. We normally reply within five working days.

Step 2: Taking your complaint further.

We hope you will only feel the need to make a formal complaint as a last resort and after you feel that the person dealing with the matter first has not taken the opportunity to put things right.

If you are still dissatisfied, the next step is to put your complaint in writing, explaining what you think went wrong and what you think would put things right.

Once received, your complaint will be acknowledged in writing within five working days of receipt and the letter will say when you can expect a full response. This should normally be within three weeks, unless the matter is complex, such as when other contractors or suppliers need to be contacted. Where this is the case, we will still inform you of the actions being taken and when we expect to provide you with a full response.

Step 3: The next stage

If you are not satisfied with our internal decision as a Which? Trusted trader we use Ombudsmen Services Ltd for dispute resolution. In the first instance please contact Which? Trusted Traders.