



Terms & Conditions, Cancellation, Complaints & Insurance

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. For clarity, the client is the person or Company commissioning specified works to whom the quotation has been sent.

Upon acceptance of the quotation if he/she 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 then 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 we have full Arboricultural Association accreditation, including CHAS and SSIP and this can be found on the 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 the Right to Cancel “Cooling off period” – the client has 14 days to cancel the contract (in writing) from acceptance date or by completing the attached form on Page 4.
 - I. In the event of cancellation at short notice or where there has been an express request for work to be carried out within less than 14 days from acceptance to the scheduled date of works, costs may be proportionally incurred by the client.
 - II. Where we are not able to mitigate any of the subsequent losses for short notice cancellation (i.e. less than 48 hours) this could be up to 100% of 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) The client will be invoiced in accordance with 1 above for the cost of postponing or cancelling work in the following circumstances
 - I. Before, at the start of, or during work there are found to be obstructions to safely carrying out the work.
 - II. Before, at the start of, or during work the Contractor is not able to gain access to the site at the appointed time or access to the site is or becomes restricted and the work cannot be carried out without delay.
 - III. Before, at the start of, or during work the work the Contractor cannot carry out the works free from harassment or obstruction.
- 3) The contractor will 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 / 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 use its best endeavours 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 liable for any delays caused by reasons beyond its reasonable control, including but without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers. In such circumstances the parties will agree to either suspend or annul the contract and there will be no payment due from either party.
- 6) When the client would like a variation or addition to works, they should contact the office either orally or in writing. This variation will be confirmed by the Contractor, and unless the order is rescinded within seven days shall be treated as 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. The Contractor will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions or consultations are required, i.e. Natural England/Environment Agency. Please note, if the Contractor undertakes the necessary LPA application/notification, an appropriate administrative charge of £75 may be incurred if the work is not subsequently carried out by the same Contractor. Similarly, a charge may be incurred for obtainment of a FC felling licence.

8) The Contractor shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it except where the client has failed to inform the Contractor of any regulation specific to their property.

9) Where works are proposed to third party trees, i.e. 'neighbour's trees', and permission is not required from the neighbour they should nevertheless be advised and attention drawn to our terms 7, 9 and 10.

10) The client is responsible for gaining any necessary consent from their neighbour to carry out work on their neighbour's tree which necessitates access via their neighbour's property 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 necessary agreement has not been given by neighbours or other relevant parties no work will be carried out and the client will be responsible for full payment of the work contracted. Upon acceptance of any quotation it is the client's responsibility to obtain explicit consent for their own benefit as the Contractor will not be held accountable for any liability

11) The quotation considers any 'value', monetary or otherwise and arisings (Inc. twigs / branches / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of the Contractor unless specifically stated otherwise in the quotation.

12) It is the client's responsibility to ensure that pipes, drains or cables will not be impacted by the work being carried out and the Contractor will not be liable to the client for any unforeseen site conditions not apparent at time of survey and 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) 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 not capable of being moved. It is the client's responsibility to ensure that prior to the start of works such items are given adequate protection and cover. 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 protect items within the vicinity.

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 arisings it will not be possible to clear traces of fine material (i.e. stump grindings and sawdust) especially when wet.

I. As fine arisings 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) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand.



- 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 will advise the Contractor of any underground services in the vicinity of the stump prior to starting the job. Treating the stump to prevent regrowth is not always guaranteed to work the first time and may require return visits. Return visits will be charged at the standard minimum call-out charge.
- 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 arisings to be cleared and removed from site unless otherwise agreed (The exception to this being fine arisings and arisings from the grinding of stumps unless otherwise stated)
 - II. Trees planted will be guaranteed for 10 years other than failure to water in, drought, malicious acts or Acts of God.
- 21) Notice of any claim under this guarantee must be made in writing to the Contractor within fourteen days of the alleged defect becoming apparent.
- 22) This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse.
- 23) 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.
- 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 considers 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 unless otherwise agreed. The Contractor reserves the right to immediate payment for any such goods upon delivery, parking costs, arrangements with local authorities regarding the safeguarding of the area and/or hired equipment as opposed to 21 days after completion of all works.
- 27) In the event of a complaint please see Page 5 for our complaint 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

Name: Graftingardeners Ltd

Address: 45 Swanwick Close, London SW15 4ES

Tel: 0208 123 7653

Email: info@graftingardeners.co.uk

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

Quotation No:

Name of customer:

Address of customer:

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 that are carrying out the work or have just carried out the work and are still with you then often the best way is to speak to the Lead Climber. If they are not available or cannot deal with your complaint satisfactorily then please email the Contractor with photos as applicable at your earliest convenience. We will 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 unhappy, the next step is to put your complaint in writing to the Contractor setting out the details, explaining what you think went wrong and what you feel 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 complicated, such as where other contractors or suppliers need to be contacted. Where this is the case, we will still let you know what action is being taken and tell you 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.