



**thomson trees**  
SPECIALIST TREE SERVICES

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## THOMSON TREES TERMS AND CONDITIONS

### 1. DEFINITIONS

The “**The Contractor**” shall mean Peter Thomson trading as Thomson Trees, having a place of business at Kaimes House, West Linton, Peeblesshire, EH46 7BX.

The “**Client**” shall be the person or persons who has requested a quotation for tree services / authorised the tree services to proceed. The Client will normally, but need not necessarily be the owner of the land or tree(s) or will be the owner’s representative. Where the “Client” is comprised of more than one person, those persons will be jointly and severally liable for all sums due to the Contractor.

The “**Tree Services**” shall mean the tree work operations or planting as detailed in the quotation.

The “**Contract**” shall mean the agreement between the Contractor and the Client for tree services as described in the quotation as requested / authorised by the client in writing, of which these Terms and Conditions form part.

### 2. GENERAL

**Planning Restrictions:** The trees detailed in the quotation may be covered by Tree Preservation Orders, located in a Conservation Area or linked to a Listed Building. Upon written receipt of the Client’s written acceptance of the quotation, the Contractor will take all reasonable steps to obtain necessary Local Authority consents on behalf of the Client before any tree work operations begin. Should the Local Authority refuse to grant the necessary consents in order to complete the work instructed, the Client shall remain liable for payment in respect of such work as was instructed and carried out, including all work in connection with attempting to secure the necessary consents.

**Insurance:** All Tree Services carried out by the Contractor are fully covered by Employers Liability and Public/Products Liability cover. Copies are available on request.

**Payment:** All instructions and quotations are accepted on the basis that payment of the full invoice will be made within 7 days of the date of invoice. Interest will be charged on any late payments in line with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts (Scotland) Regulations 2002, or any other subsequent amending legislation.

**Additional Tree Services:** If, during the execution of the Contract, additional works are requested by the Client, which are outside the remit of the original quotation, then their cost can be agreed on site and signed in confirmation by the Client on the original quotation or alternatively an additional quotation can be prepared. Unless expressly agreed by the Contractor and Client, no additional works will be carried out.

**Amendment:** All trees appearing on the schedule of work have been inspected from ground level and recommendations have been made on this basis. If while carrying out the schedule of work, the Contractor discovers a defect not previously detected and in the Contractor’s opinion is a threat to public safety the

Contractor will report this defect to the Client who can agree on any variation to the quotation at an agreed additional cost. Should the Contractor require to carry out any additional work immediately to make safe the trees or surrounding area, the Client shall be liable for the reasonable cost of such work, whether or not agreed in advance.

**Out of Hours Rate:** Works undertaken at the weekend, on Bank Holidays or out of normal working hours (7.30am – 6pm) are subject to a 25% surcharge.

**Value Added Tax:** The contractor is not registered for Value Added Tax (VAT) and therefore VAT will not be charged.

**Complaints:** Any complaints/queries relating to the satisfactory completion of works must be raised must be made within 7 days from the date of invoice, otherwise the Contractor reserves the right to charge additional fees for further works, attendance and amendments.

**Settlement of Disputes:** The Contractor will do everything possible to resolve any misunderstandings arising from contract works to the satisfaction of both parties. If agreement cannot be reached then it is possible to contact the Arboricultural Association for mediation / resolution purposes.

**Expiry of the Quotation:** Three months after the submission of the quotation, the Contractor reserves the right to withdraw or re-price work, unless otherwise agreed in writing on acceptance of instructions from the Client.

**Cancellation:** 24 hours notice of cancellation of scheduled works is required, otherwise a minimum call out charge of £90.00 will be levied.

### 3. THE WORKSITE

**Underground Services:** Unless a plan showing the exact location of underground pipes, wires, cables and other service media has been forwarded to the Contractor by the Client prior to the formation of the Contract, the Contractor shall be under no liability for any damage caused as a result of work performed under the Contract to such pipes, wires, cables or service media, or for any damage to property resulting therefrom and the client shall be solely liable for any such damage.

**Site Conditions:** The Contract price is based on the site conditions, existing at the time of visiting the site for the purposes of quoting, remaining unchanged. The Contractor reserves the right to levy additional costs subject to the degree of additional obstruction.

**Neighbouring Trees:** If works are to be carried out on a Client's neighbour's trees which necessitate access to their property then the Client will be responsible for obtaining written consent from the owner. 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 that the Client informs them of proposed works and the Client shall inform their neighbour accordingly.

**Parking:** Where Residents Parking or Pay and Display bays apply with regard to the Contractor's vehicle parking requirements then the Local Council parking suspension costs will be chargeable to the Client.

**Hidden Obstructions:** Quotations for felling are based on the assumption that trees are free from metal, stone or other hidden obstructions. In the event of a tree being impossible to fell in the normal way, the Contractor reserves the right to re-quote accordingly.

**Completion of the Contract:** The Contractor will not be liable in damages or otherwise because of non-performance of a Contract arising on account of adverse weather conditions, strikes, lock-outs, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, we retain the right in such circumstances to cancel the Contract in whole or part. Completion dates shall be contingent upon weather conditions.

**Wildlife and Countryside Act 1981:** The Contractor shall take 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.

**Stump Grinding:** Stump grinding involves the removal of the tree stump, but does not include the removal of lateral root or stump chippings unless specified.

**Enforceability:** Should any part or clause of the Contract be held to be unenforceable, the remaining parts or clauses of the Contract shall continue in full force and effect.

**Governing Law:** The Contract between the Contractor and the Client shall be governed and construed in accordance with the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.