

TERMS AND CONDITIONS OF CONTRACT

Arboricultural Standards

Oakland agrees to carry out the work in a competent manner according to British Standard 3998 and all current research or directives, in compliance to the specification set out in the Quotation.

All Contracts

All Contracts are accepted on the basis of payment of full invoice price including VAT within 7 days of the date of the invoice. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 4 per cent per annum above Lloyds Bank plc base rate from time to time in force and shall accrue at the rate as well as before judgement.

Amendments

Amendments to the contract must be made in writing.

All trees appearing on the Quotation have been inspected from ground level and recommendations have been made on this basis. If while carrying out this Quotation **Oakland** discovers a defect not previously detected and in our opinion, a threat to public safety, we will report this defect to the Client, who can then agree on any variations to the Quotation.

Private Covenants

Investigation of Private Covenants shall be the responsibility of the owner and no liability shall attach **Oakland** for a breach of any such Covenant.

Tree Preservation Orders and Conservation Areas

The trees concerned in the Contract may be subject to a Tree Preservation Order or situated in a Conservation Area. Upon receipt of the owners written acceptance of the Contract, **Oakland** will obtain the necessary permission to carry out the work from the relevant authority. If **Oakland** is not contracted to undertake the tree works following obtaining the permission an administration charge will be imposed.

Site Conditions

The Contract price is based on the site conditions, existing at the time of the Quotation, remaining unchanged.

Underground Services

Oakland shall not be responsible for any loss or damage to pipes, wires, cables or other hidden obstacles arising in connection with the performance of the contract unless a plan showing the precise location of the same has been provided to **Oakland** prior to the undertaking or any work.

Pruning Cut

As wound painting has no recognised beneficial effect on a pruned tree, it will only be carried out at the Owners request and will be charged for.

Debris

All lengths quoted are approximate. All debris created will be removed unless specified in the Quotation. Stump grinding chippings are not removed from site, see below.

Stump Grinding

Stump grinding involves the removal of the tree stump 30cm below ground level but does not include the removal of lateral root or stump chippings debris unless specified otherwise.

Hidden Obstructions

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

Completion of Contract

Oakland shall not be liable in damage 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 in part. Completion dates shall be contingent upon weather conditions.

Complaints

Any complaints which may arise from work carried out under any Contract arising from the acceptance of the Quotation, must be made within 48 hours from the date of the invoice.

Expiry of Quotation

Three months after the submission of the Quotation, the Contractor reserves the right to revise the price if necessary.

Cancellations

All cancellations will be charged for.

Insurance Cover

All work carried out by **Oakland** is covered by £5 million full Third Party and Public Liability Insurance for damage to persons or property that may result in the implementation of the Contract..

Confidentiality

Oakland takes your privacy seriously. We only use the personal data you have given to us to manage your account with us and to provide you with the service that you have requested from us. We will not share your personal data with any other third party not related to your Contract without your prior permission.

Your data will be held for the duration of our contract with you or for the statutory 6 financial years that we are legally obliged to retain accounting documents.