

Tree Squadron Ltd Terms and Conditions:

These Terms and Conditions apply to all transactions and agreements between Tree Squadron Ltd and its clients. Please take a few minutes to read the information below as this forms the terms and conditions of our contract.

Quotations:

- 1.1** - Quotations are valid for 90 days from the date of issue, Tree Squadron Ltd are entitled to draw up a new quotation/amend costs after this period.
- 1.2** - All quotations and cost estimates are free and without obligation.
- 1.3** - All quotations are inclusive of VAT.

Entering into an agreement:

- 2.1-** The contract/agreed work with Tree Squadron Ltd takes effect on acceptance by the client, either verbally or in writing, of the quotation submitted by Tree Squadron Ltd.
- 2.2-** All work will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified otherwise.
- 2.3-** Tree Squadron Ltd commits itself to executing the work required to the best of its ability, thereby employing sound professional knowledge, skills, and experience, with due regard to the client's requirements and in compliance with all relevant regulations and standards.

Alteration/Cancelations/End of agreement:

- 3.1-** During the 14-day cancellation (or cooling off) period, a client can cancel their booking for any reason. As set out in the Consumer Contracts Regulations.
- 3.2-** Should the client need to cancel the booked work, Tree Squadron Ltd require 48 hours prior to the due date of the work being carried out, failing this Tree Squadron Ltd would need full payment on agreed work for the booking. This is due to having our staff and machinery ready for your booking and our overhead costs.
- 3.3-** If Tree Squadron Ltd cannot access the required areas on the dates arranged, resulting in the work not being carried out, the quoted price must be paid in full. This is also due to having our staff and machinery ready for your booking and our overhead costs.

-This will also apply for any stump grinding work where access to the garden is limited and we have to take machinery through the house.

3.4- Costs of any additional work requested by the client above the original quotation will be specified in an additional quotation and agreed upon with the client prior to carrying out any of the extra work.

Examples may include-

- Stump grinding, when a quote is given for felling/removing a tree, the stump will not be removed, this would require further work and machinery to carry out this task, separate quotes or additional costs for this can be discussed.
- Previously unmentioned bush removal/trimming/shaping which the client would like to be added onto the work being carried out.

3.5- Tree Squadron Ltd can delay work needed without notice to the client, although informing the client on the day if-

- Weather conditions are too dangerous to carry out work safely and securely.
- Any unforeseen hazards to the working area arise.
- Any wildlife that's habitat may be disrupted.
- Any unforeseen circumstances arise.

3.6- Tree Squadron Ltd will undertake any work as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:

- Wildlife and Countryside Act 1981.
- Countryside and Rights of Way Act 2000.
- Conservation of Habitats and Species Regs. 2012 (amendment).

General work practice/requirements:

4.1- Tree Squadron Ltd shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works.

4.2- Arisings (inc. twigs / branches / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of Tree Squadron Ltd unless specifically stated otherwise in the quotation or mentioned during the work by the client.

4.3- Stump-grinding will be up to a depth of 360mm 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 excess spoil which is created during stump grinding will be left on top of the stump site, unless otherwise specified.

4.4- Tree Squadron Ltd will operate in accordance with good industry practice, their Health & Safety policy and procedures, plus undertake site specific risk assessments before and during any work being carried out. These assessments may affect work being carried out on any given day but the client will be informed of anything which may involve them.

4.5- All work shall be completed in line with BS3998 'Recommendations for Tree Work' where appropriate unless agreed otherwise with the client.

Liability:

5.1- Tree Squadron Ltd is responsible solely for damage that is the direct and demonstrable result of a shortcoming for which Tree Squadron Ltd can be held accountable.

5.2- The client is required to inform any neighbours of the work to be carried out and the date it will be carried out on, with the possibility of Tree Squadron Ltd entering neighbours' gardens to clean or carry out work on overhanging items.

5.3- Tree Squadron does not accept liability for any damages to (underground) services that were not advised of by the client prior to commencement of the work. Injury or damage occurring to plants, equipment, underground structures or staff will be the responsibility of the client should any such information not be disclosed.

5.4- It is the obligation of both the client and Tree Squadron Ltd to check with the Local Planning Authority (LPA): Whether any tree(s) to be taken down are the subject of a Tree Preservation Order or if the trees are located within a Conservation Area.

5.5- Tree Squadron Ltd has £5 million Public Liability Insurance and £10 million Employers Liability Insurance, a copy of the certificate is available on request.

5.6- The client is responsible for informing Tree Squadron Ltd of any changes to the site from the time of quotation that may affect the planned processes. Tree Squadron Ltd reserves the right to amend or annul the contract as a result of site changes.

5.7- The client is responsible for making arrangements with their tenants (if applicable) regarding access requirements for the work to be carried out.

Complaints procedure: Please refer to our complaint's procedure file. Summarised here:

6.1- Procedure:

1. A customer complaint is received, and the customer is informed that the complaint will receive immediate attention and that a manager will contact them **within 2 working days**.
2. The complaint is logged **immediately** following receipt of the complaint.
3. All evidence, site documentation and correspondence is added to the case file in the incident management folder.
4. The complaint is referred **immediately** to Philip Boniface for information.
5. Philip Boniface, or Samuel Trewin contacts the customer to discuss the complaint **within 2 working days** of receipt of the complaint.
6. If following discussion with the customer, Philip Boniface or Sam Trewin deems it to be necessary, steps 8, 9 and 10 are undertaken **within 2 working days** of the phone call or at a time agreed with the customer.
7. The incident log is updated **immediately** following the phone call.
8. Sam Trewin visits the site if deemed to appropriate.
9. Site photographs and any other evidence is added to the case file.
10. The incident log is then updated.
11. Sam Trewin agrees appropriate corrective action with the customer.
12. The agreed corrective action is undertaken **at a time agreed with the customer**.
13. The log is updated **immediately** following completion of the corrective action.
14. The case is run through the incident log columns to ensure that the root cause is established, and preventive actions are implemented.
15. The case closed once is confident that the corrective action has been successful and the preventive action is in place.

Customer Data Security and Use

7.1- Tree Squadron Ltd values the privacy and security of our customers' data. In accordance with the General Data Protection Regulation (GDPR) regulations, outlined below are the terms and conditions regarding the security and use of customer data:

1. **Data Collection:** Tree Squadron Ltd collects minimal personal data from customers solely for the purpose of providing our services and enhancing the customer experience.
2. **Data Security:** Industry-standard protocols ensure your data is safe from unauthorized access or misuse.
3. **Data Use:** We only use your data for service enhancement, support, and internal analysis. We do not share customer data with third parties.
4. **Retention Policy:** We keep your data only as long as necessary, in compliance with legal requirements.
5. **Customer Rights:** You have the right to access, correct, or delete your data, which you can exercise by contacting us.

6. Privacy Policy Reference: For more details, refer to our Privacy Policy on our website.

By using our services, you agree to these terms regarding your data's security and use. We may update them as necessary to align with regulations or business practices.

Additional Notes:

8.1- Please make sure that vulnerable surfaces (such as white walls) are adequately protected (builders polythene is a good method) and that fragile objects are moved (such as pots etc.). Our staff will be more than happy to move heavier objects for elderly or disabled clients.

8.2- Please leave adequate parking available for us outside your home or driveway, with this we can provide a much more efficient service.

8.3- Lawns tend to recover rapidly but very wet weather can give rise to very muddy conditions. We can provide boards to protect the lawn. However, you must let us know before we arrive.

8.4- The time our team will arrive is usually between 8-9am, unless otherwise stated with the client. We will of course make every effort to please clients who particularly require a morning or afternoon visit.

8.5- Dog owners are expected to ensure the working area is free from dog mess. If our team arrive and they deem the space unworkable they will leave site on health and safety terms and the full cost will be invoiced to the client.

Payment:

9.1- The agreed quotation price takes into account 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.

9.2- The client will settle the agreed fee in full, within 14 days (28 for commercial clients) of receiving the invoice, unless agreed otherwise agreed.

9.3- Invoices will be emailed across on completion of work with bank details on for online transfers.