

TERMS AND CONDITIONS OF CONTRACT

The terms and conditions of contract as laid out below encompass the activities of professional tree care services as undertaken by:

Tonks Brothers Tree Services

1. This quotation contains the only terms and conditions upon which Tonks Brothers Tree Services (hereinafter referred to as "contractor") will do business with the customer and shall prevail notwithstanding any printed or other conditions contained in any order acceptance of quotation or otherwise brought to the contractor's notice. No other agreement representation promise or understanding of any kind unless expressly accepted in writing by the contractor shall alter, vary, supersede or operate as a waiver of these terms and conditions.
2. The customer may cancel no order which has been accepted by the contractor unless the contractor gives his written agreement to the cancellation and on terms the customer shall indemnify the contractor in full against all loss including loss of profit costs (including all labour and materials) and expenses incurred by the contractor as a result of cancellation.
3. The price of the work and any goods supplied shall be the contractors quoted price. All prices are valid for sixty days only.
4. Where the customer requires extra work or a variation in the work specified a revised or additional quotation shall be supplied by the contractor. The customer's written or verbal acceptance of this quotation shall be a binding agreement to carry out the additional or revised work on the terms and conditions contained herein.
5. The price quoted covers the charge for normal adequate supervision for the delivery of goods, or completion of works. If, for any reason, the customer requires additional advisory or supervisory work, the contractor reserves the right to make an additional charge. (See Clause 4 above).
6. The customer shall make payment in full on completion of the work, or within 14 days of receipt of invoice following completion of work. Cheques to be made payable to Tonks Brothers Tree Services, BACS payments to Tonks Brothers Tree Services, Sort code 40-28-18, account number 81371940.
7. Any date quoted for commencement of services is approximate only and the contractor cannot be held liable for any delay in commencement however caused.
8. The customer shall be responsible for notifying the contractor of the position of any services crossing the area covered by the contract. Unless the customer shall have provided the contractor with a plan showing the exact location of underground pipes, wires or cables, the contractor shall be under no liability for any damage caused as a result of work performed under the contract. Damage to such pipes, wires or cables or any damage to property resulting therefrom shall be solely the responsibility of the customer and shall indemnify the contractor in respect of all claims, damages and costs in respect of the same.
9. The customer shall be responsible for investigating the existence of Tree Preservation Orders or Conservation Areas relating to trees included in the contract and must obtain permission for any work from the Local Planning Authority where necessary. However upon written/verbal request by the customer the contractor shall carry out any investigations and applications relating to the above matter.
10. The cost of the removal of power lines or telephone cables shall be the responsibility of the customer unless agreed in writing with the contractor.
11. The quotation is based on the site conditions existing at the time of preparation of the quotation. If the site conditions change therefore the contractor shall be entitled to charge for any extra work involved in dealing with the changed site condition. This may require an additional works agreement in writing.
12. The contractor will take reasonable precautions to prevent damage to gates, fences, walls and paths. The contractor does not accept responsibility for ruts, wheel marks and other damage caused to the customer's property in the proper and reasonable execution of the work and service.



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13. The contractor shall be under no liability for subsequent maintenance work following completion of the work and services provided herein unless specified.
14. All trees, shrubs, plants and other materials are supplied in good condition and of a quality consistent with the standard specified by the customer or stated in the quotation.
15. The contractor shall not be responsible for the replacement of any trees, shrubs or plants which fail to take due to adverse weather conditions, vandalism, damage, lack of adequate care by the customer or for any other cause except poor condition when supplied or negligence by the contractor.
16. The risk of damage to or loss of the goods shall pass to the customer upon delivery to the customer's site.
17. Any claim or complaint by the customer must be made within seven working days from the completion of works, failing which the contractor shall be under no liability to the customer and any claim or complaint concerning the contractor's work shall be deemed to be waived and absolutely barred. The contractor shall be provided with the opportunity to inspect the site to consider the claim or complaint. If the contractor accepts the claim or the complaint he shall carry out such work as is necessary to remedy the matter as soon as reasonably practicable free of charge. Thereafter the contractor shall have no further liability to the customer.
18. The contractor shall not be responsible for any loss or damage or delay to the work to be performed due to circumstances beyond the control of the contractor, including without limitation, strikes, lock-outs, disputes, the acts of faults or delays of other contractors, inclement weather or for any cause or consideration whatsoever which is beyond the control of the contract.
19. The contract shall be governed by the Laws of England.



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