

TERMS AND CONDITIONS

Your Guide to Working with HMA Tree Care.

We are very keen to provide a quality service and a high level of customer satisfaction. Please take a few minutes to read the information below as this forms the terms and conditions of our contract. Further information about the company is available on our website www.hmatreecare.co.uk. HMA Tree Care agree to perform the work in a competent manner in compliance to the specification and quotations contained in our quotation.

Acceptance of the contract and programming of the work: Acceptance of the contract and programming of the work: When you accept the quotation we will start the work planning process which may include dealing with permissions from the Local Authority (see the clause below in respect of 'do I need permission'). We will advise you of the estimated completion date for your work. All customers are entitled to a 14 day cooling off period following acceptance of the quotation and after this period, in the event of a cancellation at short notice, we may charge a percentage of the quotation to cover our costs.

Standard of work. All work shall be completed in line with BS3998 'Recommendations for Tree Work' where appropriate unless agreed otherwise with the customer.

Do you take everything away? All arisings from the works we conduct will be removed from site unless agreed otherwise.

Felling trees and stump grinding. When felling trees we will take the tree down to as near to ground level as possible dependant on ground level and foreign objects around the base of the tree. Stump grinding can be arranged at an additional cost. Stump grinding is normally carried out on the same day. Stump grindings are normally used to backfill the resulting hole as they decompose rapidly. The chippings can be removed from site but this would incur an additional cost.

Will my neighbours be affected? Sometimes it is necessary to have access to a neighbouring property, particularly when branches overhang. It would be

very helpful if you could inform them of your intention to carry out work and the date on which it will take place.

Do I need to protect my walls or lawns? Whilst our staff will operate with care and diligence often our work entails the carrying of large amount of material (brushwood/ logs) over lawns and past the house. 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.). Lawns tend to recover rapidly but very wet weather can give rise to very muddy conditions. We are able to provide boards to protect the lawn. However, this is not a standard procedure and may incur an additional cost. If in doubt, please discuss with our office.

When do I pay? When the job is completed, the Crew Leader will ask you to sign to confirm your satisfaction. Please only sign this when you are satisfied that all items are completed. Please raise any queries with the Crew Leader before signing the job off. The office will invoice 'signed off' jobs the same day. All contracts and instructions are accepted on the basis of payment of full invoice price on receipt of invoice. Unless other terms have been agreed in writing. Where applicable, value added tax (VAT) shall be charged at the current rate. Amendments to the contract must be made in writing. Any complaints, which may arise from work performed under any contract, arising from acceptance of the estimate must be made within the period of 7 days from the date of invoice, unless agreed in writing to the contrary. All invoices are due for payment by return. Any invoice outstanding beyond this period will be referred to a dept collections agency and charges may be applied.

Reductions: Where a reduction is required a photo and picture may be supplied with quotation. The quotation will be given in meterage. This is only a guide but can help both the Customer and the arborist work towards an end result. The climber will aim to prune to the most ideal point, usually a smaller secondary branch. Thinning is different from reducing. Thinning involves removing a percentage of materials from the tree without actually reducing its size (more details of specification can be found on our website).

What time will the team arrive? The earliest time the team will arrive is 8:00 a.m. However, in the case of smaller contracts, we are not able to estimate an arrival time can only then advise either a.m. or p.m. arrival. We will of course make every effort to please clients who particularly require a morning or afternoon visit.

Do I need permission? The trees within this contract specification may be in a Conservation Area or be subject to a Tree Preservation Order. Upon acceptance of our quotation, HMA Tree Care shall check for the presence of

legislative protection (Tree Preservation Orders etc). We will be happy to make an application on your behalf (agent) but would advise that a charge may be made for this service but no additional charges shall be applied to this work without first seeking your acceptance. Investigation of Private Covenants shall be the responsibility of the Owner and no liability shall attach to HMA Tree Care for a breach any such Covenant.

Do you replace trees/shrubs that die? We endeavour to obtain good quality plants that comply to BS3936: Part 1: 1992 - Nursery Stock – ‘Specification for Trees and Shrubs’ which are handled with care and planted to industry standard. It is important however that you look after your new plantings and ensure that they are regularly watered and maintained. Trees and shrubs that fail due to circumstances beyond our control shall not be replaced. Please ask our staff for guidance on how to look after new trees if in doubt. Do I need to treat (poison) the stump after felling? The majority of conifers will cease to grow following felling and will decay naturally. Some deciduous species will send up shoots. We try to avoid the use of chemicals but on request will apply a single treatment to manufacturer’s specification. Further treatments (if required) will attract additional cost.

Underground and overhead services: Although every reasonable effort shall be made to locate the presence of underground services, unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to us by the Owner of the land or his agent prior to the formation of the Contract, HMA Tree Care shall be under no liability for any damage caused as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to property resulting there from, and the Owner of the land or his agent shall be solely liable for any such damage.

Measurements: All measurements mentioned in any correspondence are approximate.

Insurance: All work carried out by HMA Tree Care shall be covered by a £5,000,000 Third Party and Public Liability Insurance for damage to person’s property that may result in the implementation of the Contract.

General: HMA Tree Care shall 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 in part. Completion dates shall be contingent upon weather conditions. Twelve months after the submission of the quotation, HMA Tree Care reserves the right to withdraw and re-price work, unless otherwise agreed in writing on acceptance of

instructions from the Owner. Quotations for felling are based upon 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, Company reserves the right to re-quote accordingly. The Contract price is based on the site conditions existing at the time of the preparation of the estimate remaining unchanged.

Complaints: We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction. As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

Registered Office: 55 North View Fold, Wrea Green, Preston, Lancashire,
PR42EQ