



Terms and conditions.

Application and entire agreement

1. These Terms and Conditions apply to the provisions of the services detailed in our quotation by Hazelwood Tree Services, a company registered in under number 15448013 whose registered office is at 101 Hazlemere road, Benfleet, Essex, SS7 4AG.
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the services and these Terms and Conditions and our quotation are the entire agreement between us.

Definitions

Contractor: Hazelwood Tree Services, representing all staff directly or indirectly employed by the company.

Client: person commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party.

Quotation: written specification of the works as discussed on site and given or sent to the client.

Works: refers to tree surgery, stump grinding, liaison with local authorities, fencing, landscaping and any other tasks specified by the client.

Contract: Agreement between Hazelwood Tree Services and a client in which the client requires Hazelwood Tree Services to undertake certain specified works and Hazelwood Tree Services agrees to do this for a given remuneration.

Quotations & Expiry

All quotations and cost estimates are without obligation. Typically we are prepared to hold our quote for a maximum of 3 months. After 3 months you may need to request a requote. For information, our prices generally rise over time with inflation.

Service specification

The signed quote and service specification includes the limit and scope of works agreed to be undertaken.

Any dimensions and percentages specified are by nature approximate. Most works are undertaken to the nearest appropriate pruning or access point.

Changing the Quotation

If things change then the quote will change too. This might include:

- Changes to the work needed to be done
- Changes to the site or tree condition since the quote visit
- Additional works you ask for whilst we are on site

Changes in advance will need to be notified to us and confirmed electronically.

Changes on the day of work will be recorded on the quote document and countersigned by the contractor and client as 'additional works requested on the day' with a note of any cost implications.

Stump Grinding

Where specified, stump grinding will be to a level approximately 6" below the adjacent ground and will not include any lateral roots unless specified. Arisings will be left on site and backfilled into the stump hole as a mulch. Note: stump grinding is NOT included as part of any felling or removal job unless specified in the quotation. You undertake to notify the contractor of any underground services in the grinding areas.

Cutting stumps to "ground level"

Hazelwood Tree Services and any contractors will make a conscious effort to cut stumps to as low to the ground as possible, however if there are objects prohibiting the operator from cutting ground level, the stump will be cut to an appropriate height decided by the staff on site.

Your responsibilities

- Underground services: You must notify Hazelwood Tree Services of the position of any underground services crossing the site where the work is to be undertaken and provide a plan showing the locations of underground services. You agree to indemnify and hold harmless Hazelwood Tree Services for any damage to underground services as a result of negligence howsoever caused.
- Power lines, telephone and other cables: You must remove or cause to be rendered safe any power lines, telephone or other cables which may interfere

with the work or which may cause injury or damage to any of Hazelwood Tree Services employees or subcontractors,.

- Ownership: You must inform Hazelwood Tree Services if any of the trees, shrubs or hedges affected by or included in the service specification are not owned by you the appointing client.
- Neighbours: You must inform neighbours, where appropriate, of any specified work at boundary locations. You will be responsible for any claims resulting from such works.
- Children and pets: it is your responsibility to keep the working area free of children and pets.
- Site hygiene: We're unable to work on sites littered with dog or animal faeces. It's your responsibility to clear such mess before we arrive or incur an additional fee for cleaning or clear up on the day. If this is not possible you may incur a rebooking callout fee.
- Landlord Access: You must ensure that any tenants provide access to staff on the scheduled date of work. In the event of Hazelwood Tree Services being unable to gain access you may incur a charge of 50% of the value of the proposed works.
- Permissions: It is your responsibility to ensure appropriate consent to carry out the specified work has been obtained.
- Waste material: Cuttings, wood, chippings etc may be removed as part of the service where specified. Waste remains the property of the customer until full payment for the service has been received. Failure to pay will oblige Hazelwood Tree Services to return waste material to the site of work.

Our responsibilities and liabilities

- Site: Hazelwood Tree Services take all reasonable precautions to avoid damage to fences, gates, walls, paths and the site in general. This does not include damage to the site occurring through reasonable and proper execution of the work.

- Maintenance: Subsequent maintenance of trees and the site after completion of the work is not included unless specified in the quotation.
- Tree death: Hazelwood Tree Services will not be liable for the failure of any trees, shrubs or plants which fail to take for reasons beyond our control or for any tree which dies following heavy reduction or pollarding.
- Subcontracting: Hazelwood Tree Services reserve the right to subcontract all or part of the commissioned works. Such works remain subject to these terms and conditions.

Cancellations & Delays

Hazelwood Tree Services reserve the right to delay or cancel works that are: deemed hazardous, affected by inclement weather, likely to interfere with wildlife habitats, or otherwise compromised by events or failure to act on your responsibilities. In the case of force majeure the contract may be suspended or cancelled.

As the customer you have the right to cancel this contract within 14 days without giving any reason;. To exercise the right to cancel, the customer must inform **Hazelwood Tree Services, 101 Hazlemere road, Benfleet, Essex, SS7 4AG** hazelwoodtreeservices@gmail.com of their decision to cancel this contract by a clear statement e.g. a letter sent by post, fax or email.

If the customer decides to cancel within 48 hours of the scheduled start date of the works agreed, the customer will be obliged to pay 50% of the total job worth.

Payment – 7 working days

On completion of the quoted works, payment is due within 7 working days. You'll usually be presented with an invoice on the day. Payment can be made via bank transfer or receipted cash on the day.

Complaints or concerns

Any complaints or concerns after completion of works must be notified, in writing or by email to Hazelwood Tree Services within a period of 48 hours. Complaints should be sent to **Hazelwood Tree Services, 101 Hazlemere road, Benfleet, Essex, SS7 4AG** hazelwoodtreeservices@gmail.com

General

The headings used in these Terms and Conditions are for convenience only and not necessarily part of their interpretation.

The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected.

United Kingdom law applies to all legally binding transactions between the client and the contractor