

## **1. For the purpose of these terms & conditions the following words shall have the following meanings:**

- (a) "The Contractor" shall mean Roman River Tree Care, and all staff directly or indirectly employed by Roman River Tree Care.
- (b) "The Customer" shall mean the person or organisation for whom the Contractor agrees to carry out works and/or supply materials.
- (c) "The Operative" shall mean any representative appointed by the Contractor.
- (d) "Quotation" or "Quote" shall mean written specification of the works as discussed on site and sent to the client.
- (e) "Works" shall mean tree surgery, surveys, arboricultural advice and work, liaison with local authorities, and any other work indicated in a written Quotation.
- (f) "Contract" shall mean the agreement between Roman River Tree Care and a Customer in which the Customer requires Roman River Tree Care to undertake certain specified works and Roman River Tree Care agrees to do this for a given remuneration.

## **2. Discretion to accept or reject work**

The Contractor reserves the right to refuse or decline work at its own discretion. Where the Contractor agrees to carry out works for the Customer those works shall be undertaken by the designated operative of the Contractor at its absolute discretion.

## **3. Written Quotation**

All quotations and cost estimates are without obligation. Quotations are valid for one month from their date of issue, after which time the Contractor is entitled to draw up a new quotation/amend costs

## **4. Entering into an agreement, execution of commission**

The Contract takes effect on acceptance by the client, either verbally or in writing, of the quotation submitted by the Contractor.

The Contractor commits itself to executing the works to the best of its ability, thereby employing sound professional knowledge, skills and experience, with due regard to the Customer's requirements and in compliance with all relevant regulations and standards.

The Contractor shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works (unless agreed otherwise in writing on Quotation).

All of the Contractor's work is by written quotation agreed with the Customer. Where a written quotation has been supplied to the Customer the total charge to the Customer referred to in the quotation should be the amount payable, but may be revised in the following circumstances:—

- (i) if after submission of the estimate the Customer instructs the Contractor (whether verbally or in writing) to carry out additional works not referred to in the quotation.
- (ii) if after submission of the quotation it is discovered that further works need to be carried out which were not anticipated when the quotation was prepared .
- (iii) if after submission of the quotation it is discovered that there was a manifest error when the quotation was prepared. At which time the Customer will be contacted before works are carried out. The Contractor shall not be bound by any quotations given orally or in which manifest errors occur.

## **5. Customer responsibilities**

The Customer accepts full responsibility to ensure all work space is cleared of animal faeces.

The Customer is responsible for moving or removing of any objects such as garden furniture that could be damaged.

## **6. Invoices and Payment**

Invoices are due for payment upon completion of work within 7 days of delivery to the Customer (unless otherwise agreed in writing prior to works beginning). We require payment to terms, payment must be made on time, in full, and without any deduction, offset or counter claim. Where invoices are overdue and payment has not been received, Roman River Tree Care reserves the right to charge daily interest on the debt at a rate of 8% over the Bank of England base rate on a weekly basis. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree upon booking our services that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgement of the court and continues to accrue.

## **7. Fixed Dates/Times**

Where the date and/or time for works to be carried out is agreed by the Contractor with the Customer, then the Contractor shall use its best endeavours to ensure that the Operative shall attend on the date and at the time agreed. However the Contractor accepts no liability in respect of the non-attendance or late attendance on site of the operative or for the late or non-delivery of materials.

## **8. Customer Liability**

The Customer shall accept sole liability to discharge the Contractor's account unless s/he discloses to the Contractor when initially instructing them to carry out work and/or supply materials that s/he is acting on behalf of a third party including, but not limited to, a Limited Company or partnership and is in receipt of a written quotation clearly showing the name of the third party on whose behalf the work is being undertaken.

## **9. Cancellation**

If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with an administration fee of £50.00.

## **10. Notification for Remedial Works**

If the Contractor shall have carried out the works and the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 6 months to the Contractor and shall afford the Contractor and its insurers the opportunity of inspecting such works and carrying out any necessary remedial works if appropriate. The Customer accepts that if s/he fails to notify the Company within 6 months from the date the work was carried out the Contractor shall not be liable in respect of any defects in the works carried out.

## **11. Contractor Liability**

The Contractor will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault to property.

The Contractor will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the operative.

The Contractor shall not be held liable or responsible for any damage or defect resulting from work not fully insured or where recommended work has not been carried out.

The Contractor is responsible solely for damage that is the direct and demonstrable result of a shortcoming for which the Contractor can be held accountable.

The Contractor does not accept liability for any damages to underground services that were not advised of by the Customer prior to commencement of the works.

The Customer is responsible for informing neighbours in the event where works need to be carried out on their tree and which necessitates access to their property.

The Customer is bound to indemnify the Contractor from any claims from third parties arising after completion of the works.

## **12. Terms and Conditions Prevail**

These Terms and Conditions may not be released, discharges, supplemented, interpreted, varied or modified in any manner except by in writing signed by a duly authorised representative of the Contractor and by the Customer. Further, these Terms and Conditions shall prevail over any Terms and Conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Contractor.

By entering into a contact with the Contractor the Customer agrees irrevocably to waive the application of any such Terms & Conditions.

## **13. Retention**

Title to any goods, supplied by the Contractor to the Customer, or hired goods and/or tools left at the site of the works shall not pass to the Customer but shall be retained by the Contractor. If the provision of goods is part of the contract with the intention that such goods shall pass the Customer then title to goods supplied by the Contractor shall not pass until payment in full for such goods has been made by the Customer to the Contractor.

Until such time as title in the such goods has passed to the Customer:

(i) the Contractor shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Contractor (ii) the Contractor shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods.

## **14. Delay**

The Contractor shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Contractor shall be entitled to a reasonable extension of the time for performing such obligations.

## **15. Website Content & Intellectual Property Rights**

Roman River Tree Care and [www.romanrivertrees.co.uk](http://www.romanrivertrees.co.uk): its products and content is protected by national intellectual property. You are only allowed to use content found

on this Website as expressly agreed by Roman River Tree Care. Any reproduction or redistribution of our products and content may result in civil and criminal penalties. In addition to these intellectual property rights, the content, defined as: graphics, photographs, image rights, works carried out, sounds, music, audio or text are to the best of our knowledge accurate and complete, however we cannot promise it is error-free. [www.romanrivertrees.co.uk](http://www.romanrivertrees.co.uk) cannot promise the functions within the site i.e. html, flash, content and functional aspects are error-free. This also relates to viruses and other things harmful to your Computer; we always recommend that you should have an up-to-date and complete virus-checking software to protect yourself. You should also agree that no joint venture, partnership, employment or agency relationship exists between yourself and Roman River Tree Care or [www.romanrivertrees.co.uk](http://www.romanrivertrees.co.uk). You will not express yourself as an employee, agent or representative of Roman River Tree Care or [www.romanrivertrees.co.uk](http://www.romanrivertrees.co.uk) and we are not liable for any representation, act or omission on your part.

#### **16. Liability Limitation**

The Contractor shall only be liable for rectifying works completed by the Contractor and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

#### **17. Waiver**

If you breach these Terms and Conditions and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

#### **18. Governing Law and Jurisdiction**

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of the English courts, as do we.

#### **19. Customer Support**

Assistance and Sales Support:

- Telephone: Monday to Friday from 9.00am to 5.00pm (GMT); 01206 625772 from within the UK, or 0044 1206 625772 from outside the UK.
- E-mail: **[gordon@romanrivertrees.co.uk](mailto:gordon@romanrivertrees.co.uk)**

Thank you for taking the time to study our Terms and Conditions. Should you have any further enquiries please contact us.