

Consultancy Terms and Conditions

1. These terms are published for the guidance of Clients of Dryad Tree Specialists Ltd. They refer to requests and commissions by Clients for services provided by Dryad which will be based on current Arboricultural best practice and provisions for consultation, advice, completion of surveys and reports (including legal documents); each known and referred to throughout these terms as an 'Assignment'.

A. Quotation

2. The quotation has been given on the basis of the site conditions prevailing when the quotation was given. Dryad reserves the right to amend the price prior to commencement of works in the event of significant changes to the site conditions.

B. Provision of Services

3. Any commission of an Assignment given to Dryad by a client is done so on the understanding that Dryad may refuse to take on the Assignment at any time throughout the work process, if disagreeable circumstances arise or become apparent that were not originally disclosed. Costs incurred up to that point will be charged at the normal rate and settled as item **F** in these terms.
4. All work completed by Dryad will be duly certified as correct, subject only to information which is provided by the client. Dryad cannot be held responsible for information not being divulged by the client.
5. Payment is to be made as item **F** of these terms irrespective of the findings and outcome of the Assignment.

C. Cover

6. All work carried out by Dryad is covered by a £10 million Public Liability Insurance, £10 million Employer's Liability Insurance and £2 million Professional Indemnity Insurance policies.
7. Dryad cannot be held responsible or accept liability for any works undertaken by other companies or contractors.
8. Assignments where appropriate, will conform to BS 5837: 2012 'Trees in relation to Design, Demolition and Construction'.
9. All tree works must conform to BS 3998: 2010 'Tree Work - Recommendations' where applicable.

D. Assignments

10. Should Dryad be unable to complete surveys or site investigations for reasons beyond their control, Dryad reserves the right to charge the Client for costs incurred up to that time.
11. Surveys and site investigations are completed solely for the purpose specified in the quote as preliminary only. More detailed investigations are available on request or as advised by Dryad to the client.
12. Any investigations whereby completion would contravene the Health and Safety at Work Act (1974) and cause the Dryad representative to place themselves in a dangerous situation, or find the site inaccessible, Dryad may not carry out the survey and may abandon the investigation. Dryad reserves the right to charge the client for appropriate costs.
13. Invasive investigations will only take place under specific request from the client as agreed in the quotation.
14. Access to the site is the responsibility of the client or the client's agent. Any specific directions should be conveyed to Dryad. Failure to do so, and in the event of Dryad being unable to carry out the investigation, Dryad reserves the right to charge the client for appropriate costs.
15. Where a tree or site is located outside the boundary of your land, Dryad will require you to obtain and pass on to them, written consent from the owner(s) of the tree(s) agreeing to the works specified in the quotation.
16. Identification of any biological factor, disorder or soil profile is of a preliminary nature based on field observations only and does not include laboratory analysis (unless otherwise arranged).
17. Any alterations made to the Dryad's reports without written consent invalidates the entire report.
18. Dryad's reports and any published works are subject to copyright law 2009 and cannot be copied or distributed to third parties without the express permission of Dryad.
19. No reliance should be made on the report's comments regarding building integrity and state.
20. No part of the Dryad's report represents legal advice or guidance unless otherwise stated.
21. Any natural change occurring in trees within the report should be taken into consideration when evaluating the report. Annual reports are recommended for continual developments.
22. Dryad drawings and plans are produced to scale unless otherwise stated as "Not To Scale". Despite scale plans being accurate, sole reliance should not be placed on the plans when calculating accurate distances.
23. Regular tree inspections are essential for safety purposes. All trees should be re-inspected according to the inspection frequency guide within the report. Failure to do so will invalidate earlier reports.

E. Cancellations & Aborted Visits/Works

24. If the client's request is for work to be carried out urgently; this will be clearly stated and agreed. The Consumer Contracts Regulations 2013 give a right to cancel. If works are planned within 14 days of quotation acceptance, we deem them to be urgent, and the client waives their right to cancellation protection. Dryad reserves the right, in instances where a quotation has been accepted and the works scheduled in good faith (after the 14 day 'Notice of the Right to Cancel' period) to recover reasonable costs that Dryad has incurred, should the client cancel with fewer than 48 hours' notice. These costs can include, but are not limited to: administrative costs, fuel, (should the works be cancelled after a team has arrived on site) any time on site or works already undertaken prior to cancellation and any reasonable, potential loss of earnings arising from Dryad being unable to allocate replacement works at such short notice.
25. These terms shall be governed by the laws of England.

F. Payments & Fees

26. The Price shall be Dryad's quoted price and is exclusive of VAT which shall be due at the rate applicable at the date of Dryad's invoice.
27. Payment of the Price and VAT shall be due within **14 days** of the date of the invoice (or as stated on the invoice if this is different), and time for payment shall be of the essence.
28. Payments made by BACS should be made to sort code: 40-22-26 (HSBC Bank), Account Number: 02586010, Account Name: DRYAD LTD. The Dryad invoice number should be referenced with the payment.
29. Cheques should be made payable to Dryad Tree Specialists Ltd and posted to Hesters Yard, Oak Hill, Guildford, GU3 3ET. The Dryad invoice number should be referenced with the payment.
30. In accordance with Late Payment of Commercial Debts Regulations (2002), Dryad reserves the right to charge interest on any outstanding amount after the payment due date. We reserve the right to charge interest at 4% over bank base rate on overdue invoices.
31. It is the policy of Dryad to recover all debts, associated costs, and legal fees incurred in so doing.

G. Customer Protection and Data Protection

32. Please be assured that we only use your personal information for the purposes of completing your tree work. Our IT systems are secure, and we don't share your details with anyone unnecessarily. We would share your details with the Local Authority if we need to make an application for permission to undertake the work and whilst it is unlikely, in certain circumstances work might need a licence from the Forestry Commission. Please refer to our customer privacy notice for full details.