

## Terms and Conditions of Trading

These conditions shall apply to all contracts for the provisions of services by Dryad to the client to the exclusion of all other terms and conditions which the client may purport to apply. No variation may be made to these conditions unless agreed in writing by Dryad.

### A. Quotation

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.

Dryad shall have the right to withdraw any quotation which has not been accepted within three months from the date of submission.

### B. Price and Payment

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.

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.

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 4 per cent per annum above HSBC Bank base rate from time to time in force and shall accrue at that rate after as well as before any judgment.

### C. Provision of Services

The work will be undertaken by Dryad in a competent manner and in accordance with the terms of the quotation submitted by Dryad.

Dryad will use its best endeavours to complete the works in the time allowed. However, time is not of the essence in completing the contract, and Dryad shall not be responsible for failing to complete any contract due to circumstances beyond its control, including but not limited to adverse weather conditions.

### D. Tree Preservation Orders, etc.

Dryad shall be responsible for checking with the local authority as to whether any tree preservation orders are in force. It shall be the responsibility of the client to notify Dryad of any covenants or other restrictions affecting the trees on his/her land. When instructed, Dryad will apply to the local authority for permission to undertake the proposed work. This will be carried out free of charge; however, if the client cancels the work after the application has been submitted to the Local Authority, an admin charge of £60+VAT will apply. Dryad can accept no liability whatsoever for undertaking work that is contrary to any covenants or other restrictions which have not been brought to Dryad's attention in writing.

### E. Limitation of Liability

Whilst operatives will take every care when carrying out stump grinding operations, Dryad shall not be responsible for any loss or damage to pipes, wires, cables or other hidden obstacles arising in connection with the performance of the contract unless a plan showing the precise location of the same has been provided to Dryad prior to the undertaking of any work. Stump grinding is carried out to a depth of approximately 30 centimetres below ground level.

### F. Pruning

Treatment of pruned cuts will be made in accordance with the recommendations set out in British Standards Recommendations for Tree Work (BS 3998:2010). Please note that heavy pruning can be detrimental to some trees and as such is not advised unless for reasons of health and safety. If such pruning is requested, Dryad Tree Specialists cannot be held responsible for any decline in the health of the tree as a result of this pruning.

### G. Stump Cutting & Grinding

Stumps will be cut as close to ground level as possible except where adjacent obstacles or hidden obstructions within the tree prevent us from doing so.

Stump grindings cannot be disposed of as biomass and, therefore will be left on site unless specifically stated otherwise.

### H. Preparing Work Area

Please ensure that all work areas and access areas are cleared of any articles which may possibly suffer damage in the execution of work. Where pet fouling is present, please clear prior to our arrival. Where applicable, enough room should be made available in driveways etc. for Dryad's vehicles and machinery and cars should be moved from under or around work areas.

### I. Tree Ownership

Where work is agreed on trees 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 before any such work is carried out.

### J. Debris

All lengths of timber referred to in the quotation are approximate only. Debris will be disposed of in accordance with the quotation. Material produced from stump grinding would normally be left on site. This can often be spread on the garden or composted. Alternatively, and if requested it can be removed to ground level for an additional charge.

### K. Cancellations & Aborted Visits/Works

If the clients 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. The contractor 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 the Contractor 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 the Contractor being unable to allocate replacement works at such short notice.

These terms shall be governed by the laws of England.

### L. Complaints Procedure

In the event that you have any cause for complaint, please contact the office within 7 days, and we will endeavour to correct the situation in a timely manner. Please be reassured that as a TrustMark registered company, we offer an alternative dispute resolution (ADR) service to our customers.

[www.trustmark.org.uk/if-things-go-wrong/](http://www.trustmark.org.uk/if-things-go-wrong/)

### M. Customer Information and Data Protection

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.