



ACME ARB Ltd - TREE MANAGEMENT
Arboricultural Association Approved Contractors

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OGA VAT Number: 226 3309 28

Company Number: 09497878

Terms and Conditions of service for Acme Arb LTD

The Contractor – the person or business undertaking the works & The Client – the person or business instructing the works (and in so doing, and accepting the quote, agrees to / accepts the following terms and conditions.)

- 1) 'Notice of the Right to Cancel' – the client has 14 days to cancel the contract (in writing) from acceptance date. If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail or post) this to the person named below. You may use the form below if you want to, but you do not have to. The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.
- 2) This quotation is valid for 90 days and considers any 'value', monetary or otherwise, the arisings may have unless stated otherwise.
- 3) All works will be in accordance with the current British Standard 3998 (2010) 'Tree Work Recommendations' where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 4) In the event of a variation to the quotation as a result of:
 - a. Amendments to works required prior to arriving on site, or b. Changes in site / ground conditions since the original visit, or c. Additional works requested / required whilst on sitethe quotation will be revised accordingly, either electronically in advance or in a hand written on the day of work, with agreed amendments signed by the contractor and the client.
- 5) Stump-grinding will be to a depth of 150mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. The client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job.
- 6) The contractor will undertake the works as scheduled but where foreign objects are contained and encountered within a tree or tree stump (such as large nails, iron railings or other objects not normally encountered or easily processed using chainsaws or stumpgrinders) a re-quote will be carried out and submitted for client approval before continuing. The re-quote will consider the costs of extra time/tools and repairs required to complete the work successfully.
- 7) Arisings (inc. twigs / branches / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of the contractor unless specifically stated otherwise in the quotation. The site will be left generally 'clean, tidy and safe' but because of the very nature of the works including the production of wood dust, chainsaw / wood-chips / twigs / leaves and needles etc. and the traversing of site personnel it will not be as it was prior to commencement of works.
- 8) On completion of the works, an invoice will be raised and payment is required within 7 days OR payment is required in full on satisfactory completion of the quoted works, 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. Either call us on 01143991733, or write to us at 20 Linden Avenue, Sheffield, S8 0GA or email us at info@acmearb.com and we aim to respond within 5 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.
- 9) Invoices will be provided by Acme Arb Ltd upon completion of the project and are due on receipt. In accordance with the late payment legislation, accounts that remain unpaid 30 (thirty) days after the date of the invoice our company charges debt recovery costs of £70 + VAT and interest on late payments of 8.5%. In the event that payment is not received within a maximum of 45 days, the late payment in conjunction with backdated interest charges and debt recovery fee will be added to the bill. We then reserve the right to pass on arrears to our debt collection agency. Once this has taken place, Acme Arb Ltd are not in a position to accept payment from the Client. Additional fees are applied by the debt collection agency. Acme Arb Ltd have no authority to revert these fees once a debt is passed over to the debt Collection agency

- 10) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):
- Whether the tree(s) are the subject of a Tree Preservation Order
 - Whether the trees are located within a Conservation Area

The contractor will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions / consultations are required, i.e. Natural England / Environment Agency. NB Please note, if the contractor undertakes the necessary LPA application / notification an appropriate administrative charge of £30 will be incurred. Similarly, a charge may be incurred for obtainment of a FC felling licence. *We will inform you up front in writing with an updated quote you can read and agree to.*

- 11) Where works are proposed to third party trees, i.e. ‘neighbours trees’, the contractor will require written confirmation from the tree owner (‘the neighbours’) that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client’s property then permission is not required but the neighbour should be advised where practicable (please also see 7. above as this may also apply.)
- 12) The contractor has £5 million Public Liability Insurance and a copy of the certificate is available on request. The contractor will operate in accordance with good industry practice, their Health & Safety Policy and Procedures and undertake Site Specific Risk Assessments (the outcomes of which may place constraints on the site whilst works are in progress, i.e. the client can’t access their shed without prior agreement from ground staff.)
- 13) The site will be left generally ‘clean, tidy and safe’ but because of the very nature of the works including the production of wood dust, chainsaw / wood chippings / twigs / leaves and needles etc. and the traversing of site personnel it will not be as it was prior to commencement of works.
- 14) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand
- 15) The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:
- Wildlife and Countryside Act 1981
 - Countryside and Rights of Way Act 2000
 - Conservation of Habitats and Species Regs. 2012 (amendment)
- This legislation requires the contractor to assess the impact of the works which may result in works being delayed as a result of nesting birds, roosting bats or similar being present.
- 16) GDPR compliance – we will aim to protect your personal data in accordance with GDPR requirement and not to directly market our services to you without your prior permission

Complete, detach and return this form only if you wish to cancel the contract.

Customer Cancellation Notice

Name & Address of customer: _____

I/We hereby give notice that I/We wish to cancel my/our contract dated:

Customer signature: _____ Date: _____

This notice should be sent to : **Acme Arb Ltd, 20 Linden Avenue, Sheffield S8 0GA**

Work commencing prior to the expiry of the Cancellation Period

I/We agree that: **Acme Arb Ltd**

may commence work on _____ (date), before my cancellation period has expired.

I understand that if I decide to cancel within fourteen working days, I may be asked to pay for any work that has been done prior to my cancellation.

Signed: _____ Date:~ _____



ACMEARB Ltd is a registered company in England and Wales 09497878 Registered Address: 20 Linden Avenue, Sheffield, S8 0GA