

Standard Terms & Conditions of Trading

Interpretation

“Client” means the person named on the proposal document for whom the contractor has agreed to provide the specified service in accordance with these Terms. “Contract” means the contract provision of the specified service. “Contractor” means Ebsford Environmental Ltd. “Specified Service” means the service to be provided by the Contractor for the Client & referred to in the proposal.

Acceptance of Terms & Conditions

The client will be deemed to have accepted these terms & conditions on agreeing the contract, proposal, or any such agreement verbally, in writing or electronically.

The Contractor/Consultant

The Contractor/Consultant agrees to perform the work in a competent manner and in accordance with good practice and known science as applied to arboriculture and ecology, as specified in the proposal document, which forms part of this contract.

Payment

On completion of each stage of the contract an invoice will be submitted for the agreed sum. Unless otherwise agreed in writing, this invoice will fall due for immediate payment with full and final settlement required in 30 days from the date of invoice. Value Added Tax will be charged at the current rate where applicable. Any payments overdue by 60 days may result in suspension of services which would be of serious detriment to any continuous herbicidal treatment programme & an assessment will need to be made as to whether we can commit to the original eradication date. We reserve the right to pass any late payments to a 3rd party debt collection agency where further fees may apply.

Warranties

Where applicable our services are back up by either a 5 year or 10 year warranty issued on completion of the contract. All warranties come in to effect as of the eradication date. We reserve the right to revoke any warranty where the full contract value has not been paid.

Complaints

Any complaints arising from work performed under this contract must be made within 7 days from the date of invoice, unless otherwise agreed in writing.

Disputes

Any disputes arising under these terms & conditions shall be determined by English Law.

Expiry of Quotation

The contractor reserves the right to withdraw and re-price work if the client does not accept the quotation within 30 days of submission, unless otherwise agreed in writing

Cancellation

Any cancellation made outside of 7 days from acceptance of the terms & conditions, but prior to work commencing will be subject to a cancellation fee of 10% of the contract value. Where a contract has commenced & visits undertaken, a cancellation fee of 20% of the remaining contract value staged payments will be charged.

Visit Cancellation

Any cancellation made outside of 7 days from arrangements for access will be subject to a cancellation fee of £250.00 + VAT. Where a contract has commenced & visits are attempted but not possible, a cancellation fee of £500.00 + VAT will be charged.

Completion of Contract

Completion of contract is dependent on weather conditions. Work operations delayed by poor weather will be resumed as soon as conditions allow. Any additional expense incurred by the contractor for changes to the site conditions outside of our control will be charged at our cost price plus 15%. Details of such costs will be submitted in writing prior to work commencing. Any cancellation forced by these additional costs will be subject to the charges detailed in the "Cancellation" section of this document.

Forces Majeure

The contractor will not be liable in damages or otherwise for non-performance of contract because of adverse weather conditions, strikes, lockouts, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, the contractor retains the right in such circumstances to cancel the Contract in whole or in part. Completion dates shall be contingent upon weather conditions.

Insurance Cover

The contractor will maintain a level of £5,000,000 Third Party and Public Liability Insurance & £10,000,000 Employers Liability Insurance throughout the contract period for any damages to persons or property resulting from the implementation of this contract.

Data Protection Act

The client's details will be held on the contractor's computer database. The information will not be made available to external companies.

Tree Preservation Orders & Conservations Areas

Any trees in close proximity to treatment areas on under this contract may be subject to a Tree Preservation Order or in a Conservation Area. It shall be the client's responsibility to notify Ebsford Environmental Ltd.

Private Covenants

Investigation of Private Covenants shall be the responsibility of the client and no liability is accepted by the contractor for a breach of any such Covenant.

Site Conditions

The contract price is based on the site conditions, existing at the time of the formation of the contract, remaining unchanged for the duration of the contract.

General

If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole, or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected. Law shall apply to the contract, and the parties agree to submit to the non-exclusive jurisdiction of the courts.