

## Terms and Conditions:

In these Terms and Conditions the expression “We”, “Contractor”, “Us” and “Our” are reference to Oxford Oak Tree Surgery. The expression “You”, “Client” or “Customer” are reference to the person, business, landowner, or governing body, appointing Oxford Oak Tree Surgery. to undertake works. By accepting our quotation, you accept and agree to be bound by the Terms and Conditions of this agreement. In addition, when providing our services, you shall be subject to any guidelines or rules applicable to such services, this includes access arrangements and payment terms detailed below. We reserve the right to change or amend our Terms and Conditions at any time.

**Quotations:** are valid for 90 days from the written quotation provided. After this, we the contractor reserve the right to re-submit a quotation, amend the costs or withdraw our services. Although, we may choose to honour the initial cost of the quotation provided. The contracted price is based on the site conditions remaining unchanged from the time of the quote and for the duration of the works. Access to site must remain clear or as agreed at the time of quotation with the client and will be detailed within the individual quote if special arrangements have been made.

**Cancellations:** A 14 day cooling off period may be exercised by the client, whereby upon acceptance of a quote; you may choose to withdraw from the contract without penalty or cancellation fees by completing our cancellation form provided or in writing to; Oxford Oak Tree Surgery, Chilling Place Farm, Brill, Aylesbury, HP18 9UH. Or Email to [oxfordoak@aol.com](mailto:oxfordoak@aol.com). This period may be waived under the instruction of Emergency Works or if requested, works be carried out within a nominated time frame which falls within the 14 day cool off period. The following terms apply to all cancellations: Up to **3 days before** programmed works, cancellations are able to be made without penalty or fees by notification in writing to the above address or email provided. Within **48 hours 25%** of the overall cost of works is payable, you must cancel in writing to the above address or email. Within **24 hours of programmed works 50%** of the overall cost of works is made payable, notification in this instance initially can be verbal, however written cancellation must still be provided to the above address or email. This is to cover the cost of mobilisation, labour and machinery hire costs. All above cancellation fees must be settled within 30 days of the cancellation date. Special considerations will be taken into account and percentages payable maybe lowered in exceptional circumstances entirely at our discretion.

**Access:** Failure to provide clear access for the duration of works which results in periods of down-time or slowed progression may incur costs, it is the responsibility of the client to ensure access is made available at all times. Additional charges are to include hire of personnel and machinery if access cannot be made. Where machinery is hired by the day; the whole cost of the machinery will be chargeable.

**If keys are required to access site, this must be raised at time of quotation.**

**Please note it is important due to the nature of our work that emergency services can access our site at all times, failure to comply with this Health & Safety requirement may force us to cease works until access is made available, which may incur further charges.**

**4. Weather Conditions:** Where scheduled works cannot meet deadlines due to factors outside of our control, we will not be held responsible, this includes but is not limited to adverse weather conditions, extreme heat or cold. Breakdown of machinery or equipment or unforeseen events.

**3. Additional Works:** Additional works from the client may be requested whilst on site on the day of works, this will be quoted verbally and if possible undertaken on the same day, if time allows and added to your invoice under additional works. If it is not possible to complete on the same day or if time does not allow, a written quotation will be provided with a view to re-visit. Costs may exceed that of initial costs quoted.

In some instances, it is requested that arisings are left on site to minimise costs to clients or facilitate habitat. Eco piles or stacking of arisings, once performed are considerably more difficult to dismantle than to create, therefore, if it is decided that arisings are to be stacked and left. It may cost considerably more to dismantle and remove / chip the arisings, than the costs that were initially proposed.

**4. Identification of services.** We accept no liability for damage to services caused as a result of work performed under contract to pipes, wires or cables or other wayleaves, or for any damage of the property as a result of not being provided with the relevant information or communication of identified services. The client, therefore, shall be solely liable for any such damage. It is requested that where services are unknown it be stated in writing for us to make our own enquiries.

**5. Payment and Payments:** Our Terms for payment for services rendered is **14 days**, unless specified within the quotation provided. Also, our terms for payments to be made is **30 days**, unless specified by prior arrangement.

**6. Acceptance of Quotation:** All quotes are provided free of charge with no obligation. The contract takes effect on acceptance by the client, either verbally or in writing of the quotation submitted to the client, by the contractor. We ask that all quotations **over the value £200** are accepted in writing. We the contractor commits itself to executing the works to the best of our ability, thereby employing sound professional knowledge, skills and expertise with due regards to the clients requirements as set out by the British Standards and all other relevant regulations and standards.

### Cancellation Form

<b>Name:</b>	<input type="text"/>	<b>Date of cancellation:</b>	<input type="text"/> / <input type="text"/> / <input type="text"/>
<b>Address:</b>	<input type="text"/>		
<b>Postcode:</b>	<input type="text"/>		
<b>Reason for cancellation:</b>	<b>Quote Ref.</b>	<input type="text"/>	
<input type="text"/>			
<b>Client Signature</b>	<input type="text"/>	<b>Contact Tel No.</b>	<input type="text"/>
<b>Date works due to commence</b>			<input type="text"/> / <input type="text"/> / <input type="text"/>
<b>Please forward to:</b> Oxford Oak Tree Surgery, Chilling Place Farm, Brill, Aylesbury, HP18 9UH or complete and send to email: <b>oxfordoak@aol.com</b>			