



Browns Tree Solutions Ltd – Terms & Conditions

By accepting our quotations, you are automatically agreeing to our terms and conditions as stated in this document, we recommend reading this document thoroughly, prior to works.

If you have any queries or issues with our T&Cs, please ensure these are highlighted to managed prior to works being completed.

Mentioned in this document are the terms: You – Our customer (yourself) whether this be a business; commercial client, or a domestic customer. Our, Us & We – Refers to Browns Tree Solutions Ltd.

BROWNS TREE SOLUTIONS LTD

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T: 0800 862 0863

UNIT 10, LOWER RECTORY FARM, MILL LANE, GREAT BRICKHILL, MILTON KEYNES, MK17 9FX

COMPANY REGISTRATION NUMBER: 12060974 | VAT NUMBER: 327 8965 52



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Section 1 – Quotations –

S1 - A) Validity:

Our quotations are valid for 90 days and considers any 'value' monetary or otherwise, unless discussed on a bespoke basis. If you wish to accept after the 90-day period then the job maybe subject to a requote and change in price.

S1-B) Amounts Payable:

All of Browns Tree solutions quotations are subject to VAT (20%) and are put into writing and sent via post or email. The quote can then be discussed and/or agreed with the customer.

The written quotation is the amount payable; this amount may be revised in the following circumstances:

S1-B1) Additional Works - If our quote was accepted and on the day of the arranged works there was instructions, whether verbally or in writing, to undertake additional works not referred to in the accepted quotation, then these amendments will be put into writing and the quotation will be amended as agreed with Browns Tree Solutions and the client and the cost will be amended to reflect this.

S1-B2) Work Complications or Changes - If after acceptance of the quotation and on the day of the works it is discovered that further work needs to be

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carried out, which were highlighted or anticipated when the quotation was prepared. This will again need to be agreed in writing from both parties, this may also cause a delay in the timing for works e.g. If we provided a quotation and you chose to accept, then we arranged a date for the works in a few weeks' time and within that time a shed was erected beside a tree which is to be removed then this could mean extra equipment is required to prevent damages and extra time may be required for the job therefore resulting in extra charges.

S1-D) Quote Queries:

It is vital that you read through the quote and fully understand what is being proposed. If there any questions or queries regarding the quote or anything to do with Browns Tree Solutions and our services, then you must disclose them at the earliest opportunity before acceptance as another quotation or amendment may be necessary.

Section 2 – Acceptance -

S2-A) Quote Acceptance:

Acceptance of the quotation must be in writing via email, post or by contacting the office and by doing this you are therefore accepting these terms and conditions.

S2-B) Right to Cancel Quote Acceptance:

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If you choose to accept our quote and a date has not yet been arranged for the works, then you have the right to cancel up to 7 days after acceptance; this must be put in writing either via post or email. If you wish to cancel after 7 days or after a date for your works has been arranged, then you may be subject to pay a fee of 15% of the initial accepted quote. Browns Tree Solutions will always consider all circumstances and in exceptional cases this charge may be reduced or cancelled at our discretion.

Section 3 – Protection -

S3-A) Items of Value:

It is vital prior to the teams completing the tree works that any items of value and importance for example ornaments or plants, should be removed or protected by the customer. If this is not appropriate, then it is the customer's responsibility to discuss this with the office so this can be documented and highlighted to the tree team prior to them commencing works. Where possible we can provide protection ourselves for example plywood boards to cover lawns, but this does not necessarily mean damage and/or accidents will not occur.

S3-B) Accidents & Damages:

Any accidents and or damage that occurs on the day of works arranged and completed by Browns Tree solutions, will not necessarily be the responsibility of us if this accident or breakage could have been prevented by the customer

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or was not highlighted prior to the works. If it had been brought to our attention, then Browns Tree solutions will accept responsibility.

S3-C) Access:

It is helpful if you can ensure, where possible, that driveways and access is clear for our vehicle/s and tree surgeons on the day so that there are no restrictions which will delay or cause problems for our work. On occasions where restrictions are in place on the day of the work which were not highlighted to us but can be worked around but may in turn cause damage to items in the garden e.g. if we arrive at the property and a BBQ had been placed by a tree we are due to remove and cannot be relocated then the team can try to work around this but we cannot guarantee damage will not occur and will not be liable, refer to [S1-B2](#) and [S3-A](#) for more information.

S3-D) Risk Assessment:

We complete a risk assessment for every site and will always aim to note any restrictions and issues that need to be considered for extra attention or equipment. But it is also the customers responsibility to enable us to have the best access and working area as possible so accidents and damages can be avoided, and risk minimised.

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Section 4 – Deposit -

S4-A) Deposit:

We may request a deposit upon acceptance of our quotation and date arrangement to secure the date and prevent any loss if the works are cancelled or must be rearranged at short notice. A deposit will not be requested where works under the value of £1000. For a deposit we typically request 30% of the total amount payable on the accepted quotation but, this can be discussed and where possible agreed otherwise with the office. The deposit is to create a mutual agreement to the completion of the works and full payment being received upon completion.

Section 5 - Site Variations -

S5-A) Variations:

In the event of a variation to the work and quotation because of:

S5-A1) Ground Conditions - Changes in ground conditions due to weather since the quote, it will be revised accordingly, either electronically in advance or handwritten on the day of work, with agreed amendments signed by the Browns Tree Solutions representative and the customer; a new date may need to be arranged depending on the severity.

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S5-A2) Site Conditions - Changes in site conditions since the quote which were not highlighted to us prior to the works i.e. if we are due to complete works on a building site and when quoting for a tree removal there were no structures nearby but on the day of the works there has been a building erected beside the tree then this may be subject to quote amendment and extra charges may occur which will be discussed and agreed with by the client or works may be placed on hold or cancelled altogether which may result in the deposit being held by us.

S5-B) Quote Amendments & Charges:

If there are any variations to the agreed work or if the site changes in any way this will be subject to a separate quotation and charges or negotiation. Depending on the size of and the nature of the works, a return visit may be necessary to carry out any additional works.

Section 6 – Standards of Work -

S6-A) Standards:

All works will be completed in accordance with the current British Standard 3998 and BS 5837 'Tree work Recommendations' where possible, unless specified and agreed otherwise. Work specified is always approximate and wherever possible, will be to the nearest appropriate point e.g. if we quote to reduce a tree all round by 30%, this will be approximate and not exact.

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S6-B) Good Practice, H&S: Browns Tree solutions will operate in accordance with good industry practice, their Health and Safety policy and procedures and undertake risk assessments for domestic sites and site-specific risk assessments and method statements for commercial works.

Section 7 - Waste Removal & Work Completion -

S7-A) Arisings:

All arising's: including twigs, branches, woodchips, logs, trunks, foliage etc that is produced from our tree works is always removed from the site and become the property of Browns Tree Solutions unless specifically stated otherwise in the quotation and agreed between ourselves and you - the customer.

S7-B) Site Conditions:

The site will be left as clean, tidy, and safe as possible but, because of the very nature of the works including the production of wood dust, wood chippings, leaves and needles etc, and the traversing of site personnel, it will not be as it was prior to commencement of works and some sawdust and chippings may remain as it is not possible to remain 100% of the debris, especially in harsh weather conditions.

S7-C) Site Variants:

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On some occasions our work may be spread over multiple days, the site will be left appropriately and safe each day and will be agreed with the client beforehand.

Section 8 – Payment -

S8-A) Invoicing:

On completion of the works, an invoice will be raised, and the full quotation amount or remaining amount is due immediately, unless previously agreed in writing with Browns Tree solutions. Payment terms are available on our invoice but typically they are 48 hours for domestic customers and 30 days for commercial clients.

S8-B) Overdue Payments:

If payment falls overdue by 14 days, then a late payment fee of 5% may be added to the total cost. From then if payment is still not made then a 5% fee may be added for each week (7 Days) that this falls overdue from the date that it falls overdue by 14 days. For example, if you are a domestic customer and we completed your works on Monday 1st January 2030 then your invoice would be due for payment by Wednesday 3rd January 2030. If the invoice was not paid by Wednesday 17th January, then a 5% fee may be added. Then if the invoice remains overdue from this date, then a 5% fee may be added for each week following Wednesday 17th January.

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Section 9 – Complaints -

S9-A) Completion Checks:

Upon completion of works we will always aim to do a site walk around with the customer to show what has been done and check you are satisfied before leaving and invoicing.

S9-B) Unsatisfactory Work & Complaints:

If you are unsatisfied with our teams work on the day this must be highlighted to them while on site or where this is not possible, we must be notified as soon as possible. If something is brought to our attention more than 48 hours after completion and a return visit is required, then an extra charge may occur.

Section 10 – Stump Grinding -

S10-A) Stump Grinding Specifics:

Stump grinding will be to a depth of approximately 250mm to 300mm below the immediately adjacent ground level, the stump is ground down, when this occurs the wood is shredded up with the soil and there will be a small amount of mulch left in its place. Chippings that have arisen from the grinding works will remain on site, once the ground has settled this will be absorbed. We can quote to include the removal of the mulch produced from the stump, but this must be requested during quotation or prior to works and may be subject to

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an increase in cost. During grinding works, buttress roots will be grinding but, will not include lateral roots - unless otherwise specified.

S10-B) Underground Services:

The client must advise us of any underground services in the vicinity of the stump, prior to starting the job. If something has not been highlighted prior to our works and is damaged during the grinding, then we will not be held liable.

S10-C) Incomplete Removal:

Please note that there are occasions that complete stump removal is not achievable due to ground conditions or root depth. Browns Tree solutions will always aim to achieve the best stump removal possible in the given conditions.

Section 11 – Insurance -

S11-A) Public Liability:

Browns Tree solutions have Public Liability insurance and are covered for damages up to 10 million, and a copy of the certificate is available at request.

Section 12 - Site Conditions – Prior To Works:

S12-A) Animal Faeces:

We ask all domestic and commercial owners to ensure that any animal faeces are removed prior to us completing any works. This is to ensure that our staff and equipment are always protected. Our staff have the right to refuse to complete any tree works if there are any animal faeces present on the day.

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Section 13 – Legislation & Restrictions -

S13-A) Laws & Restrictions:

Browns Tree Solutions will undertake the works as agreed but sites may be constrained by ecological, and work may be constrained by wildlife legislation including:

S13-A1) Wildlife and Countryside Act 1981

S13-A2) Countryside and rights of way act 2000

S13-A3) Conservation of habitats and species regs.2012 (amendment)

S13-A4) Tree Preservation Orders & Conservation Areas.

This legislation requires the contractor to assess the impact it will have on the works and may result in work being delayed e.g. because of nesting birds, roosting bats, planning applications and permission required or similar.

S13-B) Planning & Permissions:

Following written or verbal instructions from the client, Browns Tree Solutions will check with the local planning authority (LPA) (A) Whether the tree(s) are the subject of a tree preservation order (B) Whether the trees are located within a conservation area. Browns Tree solutions 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. N.B Please note, if the contractor undertakes the necessary LPA

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application/notification an appropriate administrative charge of £30 may apply. Similarly, a charge may be incurred for obtainment of a FC felling licence.

Section 14 – Ownership & Permission -

S14-A) Third Parties:

Where works are proposed to third party trees, i.e. ‘neighbours’ trees’, Browns Tree Solutions will require written confirmation from the tree owner, that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches then these can be pruned from within our client’s property, back to boundary lines and permission is not required but, we do advise that you notify the neighbour out of courtesy and respect.

Section 15 - After Care & Vegetation Health and Safety -

S15-A) Vegetation Health and Safety:

All tree works will be carried out to ensure a healthy establishment of the area, however responsibility for the care of the trees or vegetation, thereafter, is the responsibility of the customer though Browns Tree Solutions are always happy to provide advice.

S15-B) Advice & Recommendations:

During quotations we will always provide advice and work recommendations to ensure the health and safety of your vegetation, but you can decide against

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this and request work at your own risk e.g. if we recommend that a hedge should only be reduced by 2ft otherwise it could kill the hedge or regrow in an awkward way but you are happy to accept this risk and want the hedge reduced by 5ft then that is your choice as the customer and owner of the hedge but, we will not be liable if the hedge does die or become an issue down the line.

Section 16 – Complaints -

S16-A) Complaints:

If you have a complaint either about our employees, business or work completed then please contact the office where we will register your comments and deal with; accordingly, we always welcome comments whether it be constructive criticism or actual complaints as this allows us to continually review our business and services and ensure we are providing a high quality service and standard.

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