

CONTRACT FOR TREE WORKS:**Specification & Quotation**

Client Name: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

Site Address: Ruscombe House, 1 Ruscombe Road, Twyford, RG5 4HL

Specification of Works**Quotation GBP**

Location: Rear Garden 900.00

- 1 no. Mature Deodar Cedar. This tree was last pruned in 2014.

Action: Reduce lower lateral branches of tree, which extend East over the neighbouring gardens, by approximately 15% (i.e. by 2.5 - 3.0m) back to appropriate growth points to reduce the oversail above neighbouring gardens and maintain the visual balance of the canopy. Access would likely be required into the adjacent property
If necessary I would be prepared to meet with neighbours to reassure them of our intentions and standards beforehand.

CONDITIONS SPECIFIC TO THIS CONTRACT: 0.00

- THE OWNER OF THE ADJACENT PROPERTY (or his/her agent) MUST GIVE WRITTEN AUTHORISATION IN THE APPROPRIATE SPACE PROVIDED TO ALLOW REPRESENTATIVES OF FUTURE TREE TO ENTER THEIR LAND IN ORDER TO IMPLEMENT THE TREE WORKS AS SPECIFIED AND TO FACILITATE THE REMOVAL OF GENERATED DEBRIS.
 - OPTION 1: Remove arising debris leaving site as clean and tidy as is reasonably practical on completion.
 - OPTION 2: Alternatively, the cut branches could be processed in situ and the resulting wood chippings be utilised as a mulch spread to the base of the cedar tree. This would be beneficial to the welfare of the tree.
- PLEASE EXPRESS YOUR PREFERENCE.

Subtotal 900.00

No VAT 0.00

Total GBP 900.00

I should like to instruct Future tree to carry out the necessary checks / applications with my Local Authority on my behalf. I understand that the decision of the Local Authority may take up to 6-8 weeks, and that approval cannot be guaranteed. I accept that this application process incurs an additional fee of £60.00.

Please delete as appropriate: YES / NO

The Contract for the above specified tree works is hereby authorised:

Signed:

Name (Printed):

Total:

Date:

NEIGHBOURING TREE OWNER CONSENT

FOR COMPLETION BY THE TREE OWNER /AGENT.

PROPERTY 1:

As the Legally recognised owner of the above stated tree(s), I do hereby give my consent for the representatives of FUTURE TREE to carry out the works as specified, and if required to enter my property in order to facilitate the successful completion of the specified works, including debris removal.

Signed:

Name (Printed):

Address:

.....

.....

On behalf of:

(if appropriate)

Date:

FOR COMPLETION BY THE TREE OWNER /AGENT.

PROPERTY 2:

As the Legally recognised owner of the above stated tree(s), I do hereby give my consent for the representatives of FUTURE TREE to carry out the works as specified, and if required to enter my property in order to facilitate the successful completion of the specified works, including debris removal.

Signed:

Name (Printed):

Address:

.....

.....

On behalf of:

(if appropriate)

Date:

Future Tree Terms and Conditions of Contract.

The Contractor and the Contract.

- Future Tree (hereafter the Contractor) agrees to perform the work in a competent manner according to British Standard 3998: 2010 Tree Work, and in compliance to the specification and quotations contained in the estimate.
- All estimates remain Valid for one month from the date of the estimate.
- The Contractor reserves the right to re-quote all or part of a proposed specification should it be felt necessary.
- All work will be carried out in accordance with the Contractors interpretation of the specification.
- All percentages and measurements, where mentioned, are approximate.
- Amendments to the Contract are to be made in writing, and signed by both Client and Contractor.
- All Contracts and Instructions are accepted on the basis of payment of full invoice price upon receipt of invoice, unless otherwise agreed in writing. Thereafter, the Contractor reserves the right to charge interest on the outstanding sum at the rate of 6% above Lloyds base rate for the term of the debt.
- The Contractor will not be liable in damages or otherwise because of non performance of a Contract arising on account of adverse weather conditions, strikes, lockouts, war and civil commotion, or lack of adequately skilled, trained or qualified labour due to causes beyond our control.

Complaints.

- Any complaints which may arise from work performed under any contract arising from acceptance of the estimate must be made in writing within seven days from the date of invoice, unless otherwise agreed in writing prior to the commencement of contracted works.

Tree preservation Orders.

- The trees concerned in the contract may be in a Conservation Area or be subject to Tree Preservation Orders, or Planning Conditions. If the tree(s) is/are covered by a Tree Preservation Order (T.P.O.), or are in a Conservation Area, or is /are subject to Planning Conditions, then permission from your Local Authority will be required in writing before any works can be undertaken. Unless otherwise agreed, the necessary checks and applications are the responsibility of the tree owner. If we receive written instruction to proceed with a proposed Contract, we would be prepared to negotiate with your Local Authority on your behalf for a fee of £60.00.
- Clients operating a Tree Care Management Program shall be exempt from this Charge.
- Unauthorised works to protected trees can result in the imposition of fines up to £20,000 or more.
- The Contractor reserves the right to undertake independent checks with the Local Authority should it be considered prudent.
- The Contractor shall in no way be liable for any consequence experienced by the client as a result of these enquiries.

Private Covenants.

- Investigation of Private Covenants shall be the responsibility of the tree owner and no liability shall be attached to the Contractor for a breach of any such Covenant.

Underground services.

- Unless an accurate plan showing the exact location of underground pipes, wires and cables has been forwarded to the Contractor by the landowner (or his/her agent) prior to the formation of the contract, the Contractor shall have no liability for any damage caused as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to property resulting therefrom. The owner of the land, (or his/her agent), shall be solely liable for any such damage.

Overhead Power Cables or Telephone Lines.

- Any charge for the removal of power cables or phone lines to facilitate the safe completion of the Contract shall be the responsibility of the Owner (or his/her agent), unless otherwise agreed in writing with the Contractor.

Stump grinding.

- Stump grinding involves the removal of the tree stump to the specified depth, but does not include the removal of lateral or surface roots, or the removal of resulting stump chippings/grindings unless specified and agreed in writing with the Contractor.

Hidden Obstructions.

- Quotations for felling and stump grinding are based on the assumption of trees being free from metal, stone, or other hidden obstructions. In the event of such an obstruction rendering a tree impossible to deal with in the normal or anticipated way, the quotation will stand for the removal of as much of the tree as considered reasonable by the contractor. Arrangements to remove the remainder of the tree by different means may then be explored under a different Contract. If a stump is impossible to remove by grinding due to the presence of a hidden obstacle, then the Quotation will stand for the removal of as much of the stump as considered reasonable by the Contractor. Arrangements to remove the remainder of the stump by different means may then be explored under different contract.

Site Conditions.

- The Contract price is based on the site conditions, existing at the time of the preparation of the estimate, remaining unchanged. The Contractor reserves the right to adjust a Quotation accordingly, or cancel a Contract in part or whole in the event that site conditions or circumstances are altered. This is particularly relevant to conditions of access and debris removal.

Variations to the Specification of Works.

- Variations / alterations to the nature, scope or extent of the works Specified within the Contract may be subject to a surcharge which will be itemised within the invoice.

Insurance Cover.

- All work carried out by the Contractor is covered by Third Party and Public Liability insurance to the value of £10,000,000.

Autumn leaves and fruit.

- It is not the responsibility of the Contractor to remove off site leaves or fruits which constitute seasonally excessive debris. Seasonally excessive debris is that which would otherwise not be created if the contract were undertaken during a different season. In the interests of efficient site clearance, seasonal debris may be collected/ gathered together on site, but will not be disposed of by the Contractor.