OAK & YEW 15 Morden Way, Sutton, SURREY, SM3 9PQ

Terms & Conditions

These Terms & Conditions apply to quotations and work carried out by Oak & Yew LTD. By accepting a quotation or asking us to proceed with the work, the Client agrees to these terms. The quotation and these terms together form the agreement for the work.

1. Definitions

Contractor - Oak & Yew LTD, including any subcontractors used to carry out the agreed work.

Client - The individual, company or organisation that accepts the quotation and instructs the work.

Quotation - The written description of the work, price, site address and relevant Client details.

Contract - The agreement between the Client and Oak & Yew LTD for the work shown on the accepted quotation.

Works - The tree surgery, hedge, stump grinding or other arboricultural work described in the quotation.

2. Quotations

All quotations are valid for three months from the date shown, unless the quotation says otherwise. VAT will be charged at the current rate and shown on quotations and invoices where applicable.

Quotations are based on the information and site conditions available at the time. If a quotation has been prepared from photographs or information supplied by the Client, we may amend or withdraw it if the tree, access, site conditions or amount of work is materially different when we attend.

3. The Agreement and Standard of Work

A Contract is formed when the Client accepts a quotation verbally, in writing or electronically, or otherwise instructs Oak & Yew LTD to proceed.

We will carry out the agreed work with reasonable care and skill and, where applicable, in accordance with British Standard BS3998 and accepted arboricultural practice. We will make reasonable efforts to leave the work area clean and tidy when the job is complete.

Tree work is carried out in outdoor working conditions and can involve machinery, timber and heavy material. We will take reasonable care of lawns, driveways, paths, buildings and surrounding areas, but some minor disturbance can occasionally be unavoidable. This does not affect our responsibility for damage caused by negligence.

Any extra work or changes requested after the quotation has been accepted may be charged separately and will be agreed with the Client before the additional work is carried out wherever reasonably possible.

4. Cancellations, Postponements and Changes

If the Client needs to cancel, postpone or materially change the work, at least 72 hours notice must be given. Where less than 72 hours notice is given, Oak & Yew LTD may charge up to 50% of the value of the affected work where this reasonably reflects labour, machinery, subcontractor, booking or other costs that cannot be recovered.

If the Client cancels after work has started, the Client will be responsible for work already completed and any reasonable unavoidable costs. Depending on the stage reached, this may be up to 75% of the quoted value of the work.

Any statutory cancellation rights that apply to a consumer Contract are not affected by these terms.

Oak & Yew LTD may postpone or stop work where weather, ground conditions, access, traffic, equipment limitations or another safety issue makes it unsafe or unreasonable to continue. Where possible, a new date will be arranged.

If the agreed work cannot be completed because of an unforeseen event outside our reasonable control, the work may be postponed, changed by agreement or, if necessary, cancelled. The Client will remain responsible for work already completed and reasonable costs already incurred.

5. Permissions and Protected Trees

Where required and agreed, Oak & Yew LTD can deal with relevant local authority applications or notices for protected trees on the Client's behalf. Our administration charge is £50 plus VAT, payable before the application is submitted. Where stated on the quotation, this payment will be deducted from the final invoice if the quoted work proceeds.

If the Client has obtained any permission, consent or approval themselves, a copy must be provided before work starts. The Client is responsible for giving us accurate ownership and site information. We cannot be responsible for delays, refusals or conditions imposed by a local authority or other third party.

6. Neighbours, Boundaries and Third-Party Property

The Client is responsible for making sure they have the authority to instruct the work. Where branches, trees, fences or access involve a neighbouring property, the Client must notify the neighbour and obtain any permission that is required before work starts.

The Client is responsible for claims or additional costs that arise because incorrect ownership or boundary information was supplied, or because permission that the Client was responsible for obtaining was not obtained.

7. Access, Parking and Site Changes

The Client must provide suitable access to the site on the agreed date and make any necessary arrangements with tenants, occupiers or other people controlling access. If access is not available as agreed, Oak & Yew LTD may charge up to 50% of the quoted value where this reasonably reflects the lost time and costs of the failed visit.

Where a parking permit, visitor permit or parking suspension is required, the Client must tell us in advance and, where agreed, arrange it. If a permit was to be provided by the Client and is not available, reasonable parking costs or charges that result directly from this may be added where no suitable lawful alternative was available.

The Client must tell us about any material change to the site after the quotation, including changes to access, buildings, landscaping, surfaces, parking or services. If a change affects how the work can safely or reasonably be carried out, we may amend the price, method or date, or withdraw from the work if necessary.

8. Underground and Concealed Services

The Client must tell us about any known underground or concealed services, including electricity, gas, water, drainage, irrigation and communications cables, and provide any plans or markings that are available.

Oak & Yew LTD will take reasonable care but cannot accept responsibility for damage to services that were not disclosed, marked or reasonably identifiable before work started, except where damage is caused by our negligence.

9. Liability

If Oak & Yew LTD causes damage to property through negligence or work carried out below the required standard, we will accept responsibility to the extent required by law.

We are not responsible for pre-existing defects, unstable structures, hidden weaknesses, decayed surfaces or other conditions that were not reasonably apparent before work started and which contribute to damage.

Where work continues in poor weather or difficult ground conditions with the Client's agreement, we are not responsible for unavoidable minor marking or disturbance caused despite reasonable care. Nothing in these terms removes liability that cannot legally be excluded.

10. Subcontractors

Oak & Yew LTD may subcontract all or part of the work where necessary. Oak & Yew LTD will remain responsible for the proper performance of the contracted work, subject to these Terms & Conditions.

11. Payment

Unless the quotation or invoice states otherwise, payment is due in full within 14 days of the invoice date. Payment should be made by bank transfer or cheque using the details shown on the invoice.

For overdue business invoices, Oak & Yew LTD reserves the right to charge statutory interest and applicable debt-recovery costs where permitted by law. For consumer invoices, any interest or recovery costs will only be charged where permitted by law.

12. Stump Grinding

Unless the quotation states otherwise, stumps will be ground to approximately 300 mm below the soil level immediately next to the stump, where reasonably practicable.

Buttress roots immediately around the stump are included where accessible. Lateral roots extending away from the stump are not included unless specifically shown on the quotation.

The Client must identify any known underground services before stump grinding starts. The underground services terms above also apply to stump grinding.

Unless removal is specifically included in the quotation, stump-grinding arisings will be left on site in a clean and tidy manner.

13. General

If any part of these Terms & Conditions is found to be invalid or unenforceable, the remaining terms will continue to apply. Nothing in these Terms & Conditions affects any statutory rights that cannot lawfully be excluded or restricted.