



## BushLife Essentials UK

### Terms & Conditions

These Terms and Conditions apply to all transactions and agreements between BushLife Essentials UK (BLE UK), representatives and its customers, both domestic & commercial.

Please note: These Terms & Conditions are updated regularly by BLE UK and all customers will receive a copy and be notified of the same. A copy of the Terms & Conditions is available on our web site and as such may be referred to in any communications.

### Definitions

- 1. Company:** BushLife Essentials UK (BLEUK), representing all staff/Sub contractors/Self employed company assistants directly or indirectly employed by the company
- 2. Client:** Person commissioning specified works, unless it has been clearly stated that he/she/they act on behalf of a third party. The company in this case reserves the right not to deal with a third party. In the case of a third party client, a deposit for works agreed with the primary client for whom the third party acts is essential and is set at 35% of the overall quoted price, to be paid at the latest, 7 working days prior to works commencement.
- 3. Quotation/Estimate:** written specification of the works to be carried out as discussed on site and sent to the client. This will also highlight any specifics
- 4. Works:** refers to tree surgery, arboricultural, horticultural, pesticides, machinery operation, servicing and/or maintenance, requested advice, security services and liaison with local authorities and official bodies

5. **Contract:** agreement between BLE UK and a client in which the client requires BLE UK to undertake certain specified works and BLE UK agrees to do this for a given, agreed & confirmed remuneration

## **Access & Conditions to the works site**

6. Access to all sites agreed in the specified works detail as agreed is to be within 10 meters (Tree, Garden & Estate). Any works that involve distances beyond the 10 meters will be levied accordingly to the works effort and additional time/costs involved

7. Any structure (Fences, buildings including sheds or any other structure), water course (Including ponds, water features ornate or otherwise supporting aquatic life, drains and drain covers), borders, lawns, patios, power or communication lines are to be protected, isolated, removed and refitted/re-built by the client prior to and post works commencement/cessation and stated in the quotation detail of works as required and agreed

8. Stump condition is to be stated clearly by the customer and agreed prior to works whereby the detail is added to the quotation. Choices are: Left level, raised, ground out. Stump grinding incurs an additional charge which can include debris removal (To be agreed between the company and the client at the time of quotation)

9. Whilst the Company will take every care; will not accept any liability for, or guarantee suitability, materials supplied by the customer and will not accept liability for any consequential damage or fault to grounds, property or timed deterioration as a result.

10. The customer is responsible for informing neighbours of the intended works and the dates of such works; to include any notifications/permissions for access or relative maintenance of third party trees (Written permission is required in all cases). The company reserves the right, unless previously agreed, not to deal with any third parties.

11. The customer has absolutely no claim to waste products from the works site when the agreed quotation has stated that all items resulting from the works shall be cleared and disposed of by the company on behalf of the customer. This detail will be clearly written in the works detail

12. The customer shall obtain all permissions, give all notices and pay all fees required under any Act of Parliament or any regulation or byelaw of any local authority or statutory undertaker having any jurisdiction with regard to the works and the customer shall indemnify the company against any claim, proceedings, loss or expense resulting from the customer a breach of this clause in whole or in part.

The customer must produce copies of all relevant approvals to the company prior to the commencement date. If not produced, work should not commence.

## Quotations/Estimates

13. All quotations and cost estimates are without obligation and given in writing and the customer is to reply in writing for acceptance (Email is an acceptable form of written acceptance). Verbal quotes, although not normally given, will be backed up in writing in all cases by the company

14. All quotations are inclusive of VAT at the current rate where materials are required for the specific task. This will be agreed and paid for by the customer in advance of any works commencing

15. Quotations are valid for one month from their date of issue, after which time the company is entitled to draw up a new quotation/amend costs as appropriate after having reviewed the site and updated costs of any materials required

**NB:** *All our quotes are based on our visual evaluation and do not include additional labour or materials which may be required should unforeseen problems or circumstances arise after the work has started. This may include but is not limited to embedded objects, such as metal, stone or concrete and any other object that is likely to endanger or damage cutting equipment. Where machinery is required to enable completion of any works then this machinery use will be included in the quoted price given. Charges for machines used are for maintenance, fair wear and tear and their eventual replacement to maintain the capability provided to you. BLE UK will not enter into using customer owned machinery to effect the completion of works unless these are hired in machines specifically for the task and agreed prior to any works commencing. BLE UK will not pay for the use of the hired machinery, this is down to the customer unless BLE UK are hiring the machinery to effect the works required and agreed and paid for up front by the customer.*

## Entering into an agreement, execution of commission

16. The contract takes effect on acceptance by the client, either verbally or in writing, of the quotation submitted by the company. In all cases, such acceptance must be backed up in writing (email replies accepted)

17. The company commits itself to carrying out the works to the best of its ability, thereby employing sound professional knowledge, proven skills and experience, with due regard to the customer's requirements and in compliance with all relevant regulations and standards

18. The company shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works

19. No 'conditions' will be accepted by BLE UK whereby any sub-works or any other work of any type to be tied-in with or otherwise in relation to the primary quoted & accepted work. As an example – 'The client agrees to BLE UK Terms & Conditions automatically on acceptance of work and as such cannot apply any terms either practically or financially unless an agreement has been reached post site visit & quotation. No 'conditions' are to be applied by the client on any such continuation of any works whereby additional time is needed and agreed upon to complete such primary quoted works'. No primary task as quoted or agreed upon can or will carry any such condition whereby payment will be withheld on completion of any other works previously discussed, agreed or accepted as the same or as a separate strain of work. BLE UK has varying skills, experience and threads of work offered. No two types will ever be mixed unless a prior understanding or agreement is reached which requires/necessitates it to be so in order to complete the prior tasking as quoted and accepted.

### **Change/withdrawal/end of contract**

20. Scheduled and agreed works should be cancelled by the customer on an absolute minimum of '48 hours' notice basis initially verbally backed up in writing, a mobile text message or email will suffice. If the client fails to do so, prior to works commencement a minimum charge of 60% of the overall agreed quotation will be levied

21. Costs of any additional works requested or found necessary for safety reasons by the customer falling outside of the original quotation will be specified in an additional quotation and agreed as either a separate works piece or an amended addition to the original quotation (By agreement). An interim payment may be requested by the company

22. The company reserves the right to delay, cancel or re-schedule works that: (a) are deemed a potential hazard (b) are affected by inclement/dangerous weather (c) interfere with the safe retention of wildlife habitats (d) are compromised by any unforeseen circumstances (e) are found to be in non-compliance with these Terms and Conditions

23. In the event of a contract being withdrawn by the customer after works have commenced, he/she/they will be bound by these Terms and Conditions to pay the company 75% of the remuneration agreed upon at the start of the contract

24. In the event of bankruptcy or liquidation of the customer, the company is entitled to delay or cancel the contract, ask immediate payment of the remuneration agreed upon or annul the contract, observing also terms at 12 & 15 above. Where the customer cannot pay, an agreement in lieu of the contracted and agreed quoted payment and to the closest possible value of the owed payment;

goods, good will gifts or any item agreed upon between the client and the company can be given to settle and agree a debt

25. In the event of a force majeure, including all exterior causes (foreseen or unforeseen) over which the company has no influence and which prevents it from meeting its obligations, the parties will agree to either suspend or annul the contract and back this mutual agreement in writing

26. The company's contractual obligations end upon receipt of a written statement by the customer approving the works undertaken (Hand written, verbal, printed and signed by hand in ink or sent by traceable electronic means. The customer's contractual obligations end upon receipt of the remuneration to the company

## **Liability**

27. The company is fully insured (Employers & Public Liability), responsible solely for damage that is the direct and demonstrable result of a shortcoming for which the company can be held accountable however; the company must be given the opportunity to rectify any such instance prior to any other actions in a fair time scale. This time scale may vary due to time of year and distance from the work site

28. The company does not accept liability for any damages to (underground, over ground or ground level), unidentified or un-notified services of any kind that were not advised of by the customer prior to commencement of the works

29. The customer is responsible for informing neighbours in the event where works need to be carried out on their tree and which necessitates access to their property

30. The customer is bound to indemnify the company from any claims from third parties arising after completion of the works

## **Payment**

31. As this is a small sole trader company, cash flow is of the greatest importance hence, it would be greatly appreciated if the client would kindly pay as soon as possible after invoicing, otherwise to be paid in full within 07 working days of invoice date (Note: Saturday is classed as a 'working' day). Payment options are clearly marked on each invoice. Methods of payment are electronic bank transfer, Paypal or Cash only. Cheque payments will carry an extra charge of £15 due to the admin and waiting time for funds to clear. Late payments will be subject to the current statutory rate, an 8% interest charge per day unless agreed otherwise. Debt Collection Agents, where required will be

charged to the customer, known as a 'surcharge' at the rate of 17% + VAT. To prevent any awkwardness, embarrassment & any possible misunderstanding, in turn preventing any additional costs to BLE UK and eroding profits; 'Gifts in lieu of payment' will not be accepted. The contract price takes into account factors such as Insurances, VAT(In the case of materials purchased up front), travelling time, site conditions, parking costs, arrangements with local authorities regarding the safeguarding of the area, manpower required, special licences, machinery provided by the company to enable the work, fuel/oil, collection and delivery of materials, works in line and to comply with the Road Traffic Regulations, Chapter 8 – Traffic control, municipal or privately licenced waste disposal charges, additional relative machinery hire, costs involved in or created by access distances (if not within the stipulated 10 meters), on site machinery daily occasional maintenance + wear and tear, PPE maintenance or costs of disposable PPE where chemical applications are used, costs incurred by the company for late notification as in clause 12 & 15 above and any other unforeseen costs incurred by the company to enable the agreed contract to be finalised (Discussed with customer at the time & agreed in writing). Quotations are free to include up to 2 site visits where required within a 18 mile circle of the company base; over and above this, site visits will be levied at £0.80p GBP/Mile. An open, honest and polite customer/company interaction on all issues related to the quoted works will be exercised and it is requested that the customer do the same in all circumstances. There is no such thing as a silly question, be bold and ask. Finally, please do not discuss or conduct any financial dealings in front of or with any of the employees. Deal directly with Mr Phil Hawkins the company owner who will be with you.

## **Pets**

32. All pet owners are to ensure the works site is clear of all contamination. Animal faeces will not be tolerated under any circumstance other than farm livestock (Does not include farm dogs) where works are being carried out on the farm. In all cases, specifically dog faeces (This is the most common) contamination will incur a non-negotiable, no notice charge of £25.00 for the contamination of clothing, footwear, PPE, vehicles, personnel and equipment. Disruption to works as a result of having to deal with any contamination can likely lead to works time being extended or in the worst case scenario, hospital attendance, loss of earnings and delayed or cancelled works. Such costs will be billed to the customer found non-compliant. BLE UK has the right to refuse any works if the site is not cleared by the customer. Should the site be contaminated and the works be stopped on the grounds of contamination, the down time will be levied to the customer accordingly.

33. 'Can you just' – While BLE UK maintain and promote good customer relations and take great care to complete a good job and conduct themselves professionally, no. 'Can you just' or 'while you're here' can lead to losing focus on the quoted works, adds time to the quoted works and also can lead to work stresses whereby rushing to get finished induces additional stress, anxiety and

above all; danger to an already highly dangerous job. If time permits at the end of the primary task which has been quoted for and agreed and accepted then, and only then can it be looked at. Separate works, however small will usually be addressed in a separate quotation and allotted time and date. Thank you for your understanding.

34. 'Can I reduce or keep the cost down by helping you myself' – No. For this to be agreed upon (In rare circumstances only), the customer must prove he is experienced, appropriately qualified in the relative discipline and is insured. Proof would be required in all cases. To 'lift a finger to help' you then legally become an employee of BLE UK. This cannot happen in any case unless the above mentioned is proven and agreed well in advance of the works.

Thank you for taking the time to read and digest these T&C's as they have been put in place for both yourself (The Customer) and The Company (BLE UK) for mutual benefit. Please note: In law, ignorance is not accepted as an excuse by any court; no question is or will be regarded as a stupid one and BLE UK will always take the time and be happy to explain and answer any questions you have.

## Law

The Law of the United Kingdom applies

- Late Payment of Commercial Debts Act 2002 (EU Directive 2000/35/EC)
- Late payment of Commercial Debts (Interest) Act 1998
- Consumer Rights Act 2015
- Cancellation and Additional Charges Regulations 2013

Last amended: 11 Mar 2019