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## Terms & Conditions

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*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING YOUR QUOTATION. ACCEPTANCE OF A QUOTATION, WHETHER VERBALLY OR WRITTEN, WILL BE CONSIDERED ACCEPTANCE OF THE TERMS BELOW:*

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### 1. INFORMATION ABOUT US:

- 1.1. These terms relate to Out There Trees Ltd. A company registered in England and Wales, registration number GB 07174891. Our Registered address is 3 Kitsmead Lane, Chertsey, KT16 0EF.
- 1.2. Our Vat Registration number is 996 7730 48.
- 1.3. We can be contacted via 01932 873 777 or on email at [info@out-there-trees.co.uk](mailto:info@out-there-trees.co.uk). Any terms that state 'in writing' includes emails.

### 2. OUR CONTRACT WITH YOU:

- 2.1. Our acceptance of your order/booking takes place when we email you to accept your order/booking, whether placed verbally or in writing. At this point a contract is considered to exist.
- 2.2. Once a quotation is accepted it is assumed that acceptance of these terms and conditions has taken place.

### 3. OUR PRODUCTS AND SERVICES:

- 3.1. We aim to carry out all work within 4 weeks from confirmation of acceptance of this quotation however this may not always be possible.
- 3.2. Costs quoted include removal of all green waste and arisings from site unless specifically stated otherwise.
- 3.3. All work will be carried out to BS3998 standards.
- 3.4. All necessary access & parking arrangements should be made by the client prior to work commencing as well as any fragile items moved elsewhere. Whilst we try to ensure that we operate with the highest level of care and diligence, damage to surrounding plants and lawn can occur due to the nature of the work. We can discuss the best ways to protect the plants and lawn should this concern you.
- 3.5. It may be necessary to access neighbouring properties to carry out work and we may require written evidence of their consent prior to work being carried out.
- 3.6. In the event that a nest of bees, wasps or Oak Processionary Moths (OPM) is found during the course of our work, all work will cease until the nest has been safely removed. This will incur an additional cost to the client.
- 3.7. Plants/trees supplied by us are done so with a limited guarantee – we can only guarantee that they are supplied in a healthy and living state in accordance with nursery standards. Once the trees are delivered and we have left site we cannot guarantee the health of the plants, that they will flower or flower when expected, or that the plants will do as you expect them to. Please inspect plants carefully upon delivery as they cannot be refunded once we have planted them and left site. Trees and plants are affected by many factors, not limited to: the weather and temperature, soil conditions, bacterial and fungal presence in the local environment, animals etc. Once trees and plants have been planted there is no certainty that they will thrive or survive in their new surroundings and as such we and our suppliers offer no guarantee or refund once we have left site should the plants not do as well as hoped for.
- 3.8. Where planting work is quoted for, it is the responsibility of the client to maintain a watering schedule following planting works. No responsibility can be accepted by Out There Trees Ltd. for death or failure of plants following planting whether related to watering or not.
- 3.9. Stump grinding involves removal of the tree stump to approximately 20cm below ground level but does not include removal of the root system. Stump grindings are used to back-fill the resulting hole unless otherwise agreed. Stump grindings can be removed from site at an additional cost. Although we work as carefully as possible, no responsibility can be taken for damage to underground cables/utilities as a result of grinding stumps unless these have been identified and located prior to the work being carried out.
- 3.10. Where TPO applications are managed by Out There Trees Ltd., we cannot guarantee approval by the local authority. Payment for application management covers the cost of the administrative service we provide, not a guaranteed approval.

### 4. CHECKS:

- 4.1. We will check for any TPO protections and Conservation Area restrictions as standard however if you know of or are aware of any other protections or restrictions in place (such as covenants or planning conditions) on your property it is your responsibility to tell us.



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#### 5. PRICE AND PAYMENT:

- 5.1. This quotation remains valid for 6 months from the date issued and an expiry date is clearly stated in the quotation.
- 5.2. If a large value of goods are being supplied we may request a deposit in advance. This will be clearly stated beforehand.
- 5.3. For most goods and services, we will invoice upon completion of any work or delivery of any goods. Payment must be made IN FULL AND WITHOUT DEDUCTION within 14 days of receiving your invoice.
- 5.4. We remain the owner of any goods and plants until we have received payment in full.
- 5.5. We prefer payment by BACS (details of which are included in the invoice) but are able to arrange for payment to be made in cash or by cheque upon request. We do not currently have facilities to accept card payments.

#### 6. CANCELLATION POLICY:

- 6.1. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer. For our full cancellation policy, please see here:  
<https://out-there-trees.co.uk/wp-content/uploads/2023/07/Cancellation-Policy.pdf>
- 6.2. If the contract has been entered into via phone or email you are entitled a 14-day cooling off period where you are entitled to cancel the contract. Please refer to the cancellation policy
- 6.3. Cancellation of work within 24 hours of the scheduled works may result in a fee of up to 100% of the quoted price above if the work is cancelled outside of the 14 day cooling-off period.

#### 7. OTHER IMPORTANT TERMS AND INFORMATION:

- 7.1. Out There Trees Ltd. has Public Liability Insurance valid up to £10,000,000 (ten million pounds). A copy of the certificate is available upon request.
- 7.2. It may be necessary for us to change the date of your work should poor weather conditions be forecast that may affect the safety of our team or should staff absence mean that there are not enough people to carry out the work safely. We will endeavour to give you as much notice as we can and will work with you to reschedule the work for the soonest possible appropriate date.
- 7.3. In the (hopefully unlikely) event that you are not happy with our work or products delivered please contact us immediately either by phone or email. We treat all complaints very seriously and will respond to any complaints correspondence within 3 working days. A full copy of our complaints procedure can be supplied on request.
- 7.4. We treat all our clients with fairness and respect and hope that you will treat our staff the same. We do not tolerate any form of violence, abuse or discrimination. If any such behaviour occurs the contract will be broken and we will cease all work on site. You will be sent an invoice for the full amount as quoted.
- 7.5. For our Privacy Policy including how we manage your personal details, please see here:  
<https://out-there-trees.co.uk/wp-content/uploads/2023/07/Privacy-Policy.pdf>