

Terms and Conditions



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

These Terms and Conditions are the standard terms of engagement for work undertaken by Green Farm Ltd t/as Green Farm Tree Care, a company registered in England and Wales under company number 06413884 whose registered office is Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB.

Definitions

1.1. In these Terms & Conditions, the following definitions apply:

“Agreement/Contract”	means the Agreement between You and Us to carry out the works of which these terms form a part.
‘Goods’	means plants supplied by Us
“Operative”	means the representative appointed by Us to carry out agreed work or supply materials
"Price"	means the price payable for Works
'Parties'	means You and Us, and 'Party' shall mean either one of us
“Quote”	means our letter or other communication to You setting out the details of work to be undertaken and price of the requested works
“Services”	means the services, including any goods, detailed in the Quote
“Us/We/Our”	means Green Farm Tree Care and includes all employees and agents of Green Farm Tree Care.
‘Works’	means the works described in Our Quotation, or any other document or email issued by Us, as may be varied by agreement in writing between the Parties.
“Writing”	includes electronic mail and comparable means of communication.
“You/Your”	means the client; the person/company (including their employees, agents or assigns), organisation for whom We carry out work or supply materials.

2. Acceptance of Works (The Contract)

- 2.1. Any Quotation given by Us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.2. These Terms & Conditions and any Quotation provide by Us constitute the entire Contract between You and Us.
- 2.3. The contract is considered to start when You have confirmed, in writing, your acceptance of Our Quotation and we have confirmed with you a date for the work to begin.
- 2.4. Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with our Quotation and highlighted to You.
- 2.5. Any illustrations, descriptions, imagery either displayed on Our website, in marketing materials (both offline and online), price lists or other are intended merely to present a general idea of works and services provided by Us. No part of these shall form part of any contract.

- 2.6. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

3. Quotations

- 3.1. Any Quotation supplied by Us can be withdrawn by Us at any time before receipt of an unqualified acceptance from You and shall be deemed withdrawn if it has not been accepted within 30 days from its date.
- 3.2. 1 The quotation is based on the condition of the site where the work is to be completed at the time the quotation is prepared. If the condition of the site changes before the work starts, We will advise You in writing and will be entitled to charge for any additional work involved with dealing with the change of condition of the site. Any change to those conditions found to exist as work proceeds may result in additional charges to those initially indicated and We will not be held liable.
- 3.3. The quotation is based on the works being carried out during normal working hours. Should weekend, holiday or other extraordinary hours be required You may incur an additional cost for this.
- 3.4. Any Quotation provided by Us may be revised in the following circumstances:
 - 3.4.1. If after the submission of the Quotation by Us, You instruct Us (whether in writing or orally) to provide additional works or services not referenced or detailed within the estimate.
 - 3.4.2. If following the submission of the Quotation by Us, there is an increase in the cost of materials to be supplied
 - 3.4.3. If following the submission of the Quotation by Us, it is discovered further works and services need to be carried out which had not been anticipated, for example, to bring an existing installation up to standard before any extension or modification can be done.
 - 3.4.4. If following submission of the Quotation or works carried out, it is discovered that there was a manifest error when the Quotation was prepared.
- 3.5. We will not be under any obligation to provide a Quotation to You. We will only be bound to Quotations provided in writing to You, which have also been signed by Our authorised representative. We will not be bound by any Quotations provided orally.
- 3.6. You will reimburse Us for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of a Quotation which You subsequently cancel.

4. Prices and Payment

- 4.1. The Price as stated in the Contract does not include Value Added Tax ("VAT"). All payments are due in Pounds Sterling.
- 4.2. Unless otherwise agreed, invoices will be issued on completion of the work and are payable within fourteen (14) days of the invoice date.
- 4.3. Our preferred method of payment is by BACS/Faster Payment. Our bank details are on Our Invoice.
- 4.4. Where You are represented by a third-party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by You, the third party will be responsible for full payment unless We have agreed otherwise in writing prior to any works commencing.

- 4.5. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved You remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 4.6. If payment of the price or any part thereof is not made by the due date, We may:
- 4.6.1. Cancel the Contract or suspend any further provision of the Works to You with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services,
 - 4.6.2. Charge interest at the rate of 10% per annum on the unpaid amount.
 - 4.6.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to You. We shall be entitled to submit such reminders on a weekly basis once the fees have become overdue.
 - 4.6.4. Seek to recover all costs reasonably incurred by us in collecting payment of any overdue invoices from you.
- 4.7. We will not provide or issue any certificates or other similar documents to You for works, unless payment has been made and received in full.

5. Quality of Goods

- 5.1. It is Our responsibility to supply You with goods that meet Your consumer rights. If You have any concerns that We have not met Our legal obligations, please contact Us.
- 5.2. The terms of these Conditions shall apply to any replacement Goods supplied by Us under clause 5.1 above and section 11 below.

6. Supply of Services

- 6.1. We will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:
- 6.1.1. Wildlife and Countryside Act
 - 6.1.2. Countryside and Rights of Way Act
 - 6.1.3. Conservation of Habitats and Species Regs. (amendment) this legislation requires the contractor to assess the impact of the works which may result in works being delayed as a result of nesting birds, roosting bats or similar being present.
- 6.2. All works are to be completed in accordance with British Standard 3998: Recommendations for tree work, where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point. Sites will be generally left "clean, tidy and safe" but because of the very nature of works, including the production of wood dust, wood chippings etc sites may not be as it was prior to commencement of works.
- 6.3. We will prevent or minimise health and safety risks to You and other people visiting the premises.
- 6.4. If the works spread over multiple days, the site will be left appropriately and safe and as agreed with You beforehand.
- 6.5. We shall take all reasonable precautions to prevent damage to gates, fences, walls and paths on the site where the work is undertaken, but We do not accept responsibility for damage caused to the site, which occurs in the proper and reasonable execution of the work.
- 6.6. We shall ensure affected trees will be subject to a Local Authority search to establish the presence of Tree Preservation Orders or Conservation Area designations both of which afford them legal protection. Please note, if We undertakes the necessary application/notification an appropriate

administrative charge of £50 may be incurred. Similarly, a charge may be incurred for obtainment of a Forestry Commission felling licence if required. We will not be liable for:

6.6.1. Any subsequent maintenance to the site following completion of the work unless this is specified in the quotation.

6.6.2. The replacement of any trees, shrubs or plants which fail to take due to adverse weather condition, vandalism or damage to or lack of care by You or for any other cause unless the failure was due to Our negligence.

6.6.3. For the death of a tree owing to heavy reductions / pollarding, even when this is a repeat operation.

6.7. Stump-grinding will be to a depth of 150/200/250/300mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified.

6.8. The cost of the removal of any waste materials will be included in Our Quotation.

6.9. We will perform the Services using our own staff and may use sub-contractors from time to time.

7. Title and risk

7.1. The risk in the Goods shall pass to You on completion of delivery.

7.2. Title to the Goods shall not pass to You until We receive payment in full from you for the related invoice or for any other of Our invoices for goods or services supplied to you that have become due, in which case title to the Goods shall pass at the time of payment of all such sums.

7.3. If before title to the Goods passes to You, You become subject to any of the events listed in clause 16.1 or fail to make payment for the goods when requested then, without limiting any of Our other right or remedies, we may at any time;

7.3.1.1. require You to deliver up all Goods in your possession which have not been irrevocably incorporated into another product; and

7.3.1.2. if You fail to do so promptly, enter any premises of Yours or of any third party where the Goods are stored in order to recover them.

8. Your obligations

8.1. You shall:

8.1.1. co-operate with Us in all matters relating to the work to be undertaken;

8.1.2. provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises and other facilities, such as power and water, as reasonably required by Us to undertake the work;

8.1.3. Notify Us of the position of any underground services crossing the site where the work is to be undertaken and provide a plan showing the exact locations of underground services. Unless You comply with this clause, 8.1.3, We will not be liable for any damage to underground services as a result of negligence howsoever caused and the You will indemnify, keep indemnified and hold Us harmless from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss, damages, claims, demands, proceedings or legal costs and judgements which We incur or suffer as a result of damage to underground services.

8.1.4. Remove any power lines, telephone or other cables which may interfere with the work or which may cause injury or damage to any of Our employees or sub-contractors.

- 8.1.5. obtain permission for Us to proceed over property belonging to neighbours or third parties if this is necessary. You shall indemnify Us in all aspects of claim from neighbouring/third party properties arising out of Our presence or that of Our representatives.
- 8.1.6. Inform Us if any of the trees affected by the proposals are not in Your ownership. Where works are proposed to third party trees i.e. 'neighbours trees' We will require written confirmation from the tree owner ('the neighbours') that the works are agreed.
- 8.1.7. where the area has restrictions on parking, submit permission or provide a parking permit for Us for such period as the duration of the job.
- 8.2. By instructing Us to proceed with any works as agreed, it is thought by Us that You have sought the necessary permission as set out above. You will be liable to Us for all loss and damage whether indirect, direct or consequential which has been suffered by Us as a result of the failure or delay by You in performing the obligations as detailed above.
- 8.3. If Our performance of any of Our obligations in respect of the work is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (Customer Default):
- 8.3.1. We shall, without limiting Our other rights or remedies, have the right to suspend performance of the work until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations;
- 8.3.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay in performing any of Our obligations as set out in this clause 8.3; and
- 8.3.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

9. Data Protection

- 9.1. "Data Protection Legislation" refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 9.2. All personal information that We may collect (including, but not limited to, Your name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of Data Protection Legislation as defined in clause 13.1.
- 9.3. How We collect, use, and store Your personal information is set out in Our privacy policy.
- 9.4. In certain circumstances, and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in clause 10.1 and should use and hold Your personal information accordingly.
- 9.5. We will not pass on Your personal information to any other third parties for marketing purposes without first obtaining Your express consent.
- 9.6. We may take photographs for Our own promotional use, they may appear on Our social media sites and Website and by agreeing to these conditions You have given Us permission to do so, We will own and retain copyright of any image taken but will happily share with You.

10. Limitation of liability

- 10.1. Our liability shall be limited to:
- 10.1.1. the making good of any defect pursuant to Our undertaking in paragraph 11 below, and subject to paragraph 5 above.

- 10.1.2. the reasonable costs of repair or reinstatement of damage or any loss to Your property, should this result from Our negligence, and You incur such costs.
- 10.2. Nothing in these conditions excludes or limits Our liability for death or personal injury resulting from Our negligence and that of Our employees or agents, or for fraud or fraudulent misrepresentation.
- 10.3. We will maintain Public Liability insurance cover in the sum of £5,000,000.
- 10.4. This clause 10 shall survive termination of the Contract.

11. Defects

- 11.1. Subject to paragraph 5.1 and the exclusions listed below, We undertake to make good any defect in completed work, is reported to Us within one (1) month of the complete date of the same, to the extent that such defect arises from the breach of Our obligations under this contract.
- 11.2. You must notify Us in writing of any defects within this period, and We and Our insurers must be provided the opportunity to inspect the work and any alleged defect.
- 11.3. This inspection shall only apply to work carried out and completed by Us that has been paid in full by You.
- 11.4. Following the inspection and it transpires the alleged defect is not the result of any work or service carried out or provided by Us, We reserve the right to make a charge to You for the inspection visit at Our standard rate.
- 11.5. We reserve the right to not carry out any work where You cannot provide sufficient evidence that the work was originally carried out by Us, or where full payment has not been received for said work.

12. Notice of Your Statutory Right to Cancel (Individuals only)

- 12.1. If You are an Individual (consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting on the day you accepted our estimate.
- 12.2. You should send your cancellation notice to Us in writing via post or email.
- 12.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 12.4. If You has request Us to begin the performance of services during the fourteen (14) day cancellation period and subsequently wish to cancel, You shall pay Us an amount which is in proportion to what has been performed until the time You communicated your cancellation from this contract, in comparison with the full coverage of the contract. A right to cancel will be lost if a request for the service to start during the fourteen (14) day period is made and the work is fully completed within that period.

13. Right of Termination

- 13.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
 - 13.1.1. that You become insolvent or enter into some form of insolvency arrangement.
 - 13.1.2. that You suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of Your business.
 - 13.1.3. that You (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation.

- 13.1.4. that, in Our opinion, Your financial position deteriorates to such an extent you're Your capability to adequately fulfil Your obligations under these Terms has been placed in jeopardy.
- 13.2. If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting Party to indemnify the non-defaulting party against all reasonable damages.
- 13.3. All notices of termination of the Contract should be submitted to the other Party in Writing.

14. Consequences of Termination

- 14.1. On termination of the Contract for any reason:
- 14.1.1. You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
- 14.1.2. You shall return all of Our Goods which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 14.1.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 14.1.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Events Outside of Our Control (Force Majeure)

- 15.1. We will use all reasonable efforts to carry out and complete the works on time but shall not be liable to You or any third party if the works prove impossible due to events or circumstances beyond Our reasonable control, including without limitation acts of God, explosions, terrorism, strikes, lockouts or other industrial disputes, default or delays of suppliers or sub-contractors, breakdown of plant or machinery or any other acts, events or omission beyond Our reasonable Control.

16. Complaints, Communication and Contact Details

- 16.1. If You wish to contact Us with questions, or to make a complaint, please contact Us by telephone 07968 824213 or by email at will@greenfarmltd.com
- 16.2. We strive for excellence in all our work. If you are not satisfied in any way, please contact us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

17. Other Important Terms

- 17.1. In the event that any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.
- 17.2. The Contract between You and Us for the Works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without Our prior written consent.
- 17.3. No failure or delay by Us in exercising any of Our rights under this Contract means that We have waived that right, and no waiver by Us of a breach of any provision this Contract means that We will waive any subsequent breach of the same or any other provision.

17.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

18. Governing Law and Jurisdiction

18.1. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

Green Farm Tree Care

The Customer

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

MODEL CANCELLATION FORM (for Individuals Only)

To Green Farm Tree Care, Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB.

I/We* hereby give notice that I/We* cancel My/Our* contract of sale for the provision of Goods and Services.

**delete as appropriate*

Date of Order	
Project Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to Green Farm Tree Care, Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB, or scan it and email it to will@greenfarmltd.com

Alternatively, You can just e-mail Us with Your cancellation request, including Your name and address details.