

Ben Creasey Tree Services Ltd
Terms and Conditions

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TEXT

Ben Creasey Tree Services Ltd (BCTS) prides itself on the highest level of service within the arboriculture community. Please take a few moments to familiarise yourself with our terms and conditions of work, which will be taken as accepted by BCTS when you (the client) accept a quote for works to be carried out.

Acceptance and scheduling of work

Acceptance of a quote (which has been given either in writing or verbally) sees a contract created between BCTS and the client. Acceptance is to be done in writing, preferably by email.

On acceptance of the quote, BCTS will begin the process of scheduling your work in, which may include submitting applications to the local authority (e.g. If works are subject to Tree preservation orders (TPO's), and/or located in a conservation area), arranging traffic management and any other needs for the work to be carried out in a safe and professional manner. Once BCTS is confident these are in place, a date/s will be advised in writing to the client.

Quotes will be valid for a period of 6 months from the date they were sent by BCTS to the client; after this point a new quote will need to be sought.

Amendments / Cancelling the contract

BCTS understands that contracts are not always able to be carried out due to external factors and expects that the client has the same level of understanding.

Amendments to the contracted work should be made in writing to BCTS as soon as is reasonably practicable.

Should the client make a cancellation within 72 hours of the scheduled date, the client will be subject to a £50 administration fee and also liable for any costs incurred by BCTS in preparation for the contract. Should BCTS have submitted and managed planning applications, a charge of £100+VAT will be applied to the client.

BCTS also reserves the right to charge a percentage of the quote to cover the costs of any preparatory work already undertaken.

In the event that any of the following incurs a variation to the quote:

- Amendment to work required prior to arriving on site

- Changes in site and / or ground conditions since original visit
- Additional works requested / required whilst on site

The quotation will be revised accordingly either in writing in advance of the scheduled date for work, or verbally on the date of work and agreed by both BCTS and the client.

External affecting factors

All dates and proposed timing of work undertaken is approximate, and is subject to external factors such as weather conditions. Should the conditions e.g. wind, snow, storms mean work needs to be suspended for safety reasons; the work will be rearranged for the next available date, and invoiced for once the job is complete.

Safety is paramount at BCTS, and BCTS will not put any team member at risk for the sake of completing work quickly.

Any excrement (dog excrement etc.) left at the site of the work should be cleared by the client ahead of works starting. Failure to do so will incur an additional charge of £100+VAT which will be invoiced in addition to the accepted quoted works.

Standard of work

BCTS carries out all of its work in line with the standards set out in BS 3998 (recommendations of tree work) and work to the guidance provided by the [Arboricultural Association](#). All work will be carried out in a competent manner by qualified professionals in line with the specified work in the accepted quote. Should the client have concerns about the standard of work, BCTS encourages open conversation from the client to build understanding on the methodology of the work carried out.

Quotes for tree felling are submitted on the assumption there are no foreign objects which could cause obstruction. Should concerns arise that this is the case, re-quoting will need to take place.

Where works carried out to fruit trees take place, BCTS will clear arisings from the tree however will not clear any fruit borne by the trees and the removal of such fruit e.g. apples will remain the responsibility of the client.

Schedule of works

BCTS prices its work based on skill level required to finish the job safely and to the highest standard; not necessarily on the length of time work would take. Should you have any concerns on this, please contact the BCTS team who will happily clarify quotes given. Specific times of arrival cannot be given due to the nature of the work however BCTS will endeavour to give approximate arrival times where it can.

BCTS reserves the right to withdraw its quote and subsequent contracted work at any time and will not be liable for any penalties or costs associated with the contract or cancellation. Reasons for cancellation are, but not limited to: diary error, client error, antisocial or unreasonable behaviour from client, changes in circumstances, illness.

Planning approvals

On acceptance of a quote by the client, BCTS will check the works to ascertain if they sit within a conservation area, or are subject to TPO's. Should the works sit within either, or both of these, planning permission will need to be sought and granted by the client's local planning authority. BCTS recognises that some clients would prefer to handle this themselves, but BCTS will only carry out the work specified in the authorisation granted from the property. BCTS will carry out the submission and management of any planning applications but this will be subject to a charge unless specified otherwise. Works will not be carried out until planning approval has been granted and will be subject to the lead time of BCTS. BCTS will not make any investigation into private covenants which may restrict tree works at the client's property, and will remain the client's responsibility to check and advise BCTS ahead of work beginning, ideally at time of quoting. No liability will be attached to BCTS for breach of any covenants.

Tree works may require access onto a neighbouring property. Approval for this sits with the client and must be obtained at least 48 hours ahead of works beginning and advised in writing to BCTS.

Wildlife

Trees and hedges provide a wide range of habitats for many species – some of which are legally protected. BCTS takes its obligations under statutory law seriously and as such abides by ecological and wildlife legislation such as (but not limited to):

- Wildlife and Countryside Act 1981
- Countryside and Rights of Way act 2000

In some instances, this may mean that work cannot be carried out, or suspended mid-way before it can be completed, e.g. in the instance a nesting site is identified. In such instances, BCTS will endeavour to leave the site as safe as possible until the work can be completed e.g. once the birds have fledged the nest.

The Wildlife and Countryside Act 1981 forbids the disturbance and destruction of any bird's nest. Whilst BCTS can carry out works during nesting season, BCTS will take steps to minimise any damage done by carrying out pre-work inspections and adjusting the approach taken. It may be that a nest is discovered prior to works, or during works. In each case the works will be paused and rescheduled when the birds have fledged the nest. BCTS understands the frustration this may cause, however it is not just acting in a legal manner, it's about doing what is right for our environment.

For further information on obligations to wildlife, BCTS recommends reading guidance provided by the [Arboricultural Association](#).

Underground and overhead services

BCTS will make reasonable attempts to locate any underground and overhead services, however will not be held liable for any damage done to any services such as cabling, pipes, wires etc. BCTS expects the client to advise and produce plans locating any such services ahead of works beginning so that work may be planned around this to avoid any damage occurring.

Complaints procedure

In the unlikely event that a client is dissatisfied with the work carried out by BCTS, the client should inform BCTS team members on the day before the team leave the job, and before payment is made so that a resolution can be sought before works are completed.

Should the client not be present during the works, the client should inform BCTS in writing (by email to hello@bencruseytreeservices.com) within 1 working day of the completion date, detailing name, address and the issues with the works completed.

BCTS will work with the complainant to find a resolution to the complaint. Please note, BCTS will not proceed with complaints in regard to disagreement with works completed in line with planning permission restraints.

BCTS also kindly asks its clients to be assured that it is a reputable company, founded on over 20 years of experience, fortunate to have many satisfied clients however will not complete works being asked that go against industry standards or planning restraints.

Insurance

BCTS holds a combined £10 million public and employers' liability insurance, and a certificate can be produced at request. BCTS will operate under good industry practice as set out by bodies such as HSE and the Arboricultural Association.

GDPR – Data protection

BCTS will gather a client's personal details solely for the purpose of carrying out its business, that is carrying out general tree works. BCTS operates a secure IT system subject to various authentication measures to ensure data is kept safe. BCTS will share clients' details with the relevant local planning authority for the purposes of submitting planning applications seeking permission for tree works; and in rare instances with the Forestry commission whereby works require a Felling Licence.