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Quote
 Reference Number: PTSQ 3506
 Date: 03.08.24

Following our site visit on the 29th July, we are pleased to quote as follows.

Details	Net Amount
Colton Village Hall, Norwich Road, Colton, NR9 5BZ:	
<ul style="list-style-type: none"> • Carry out a positive tree safety survey of approximately 28 trees situated around the play park behind the Village Hall. A report will be produced documenting all the trees and the findings. 	£360.00
Marlingford Village Hall, Mill Road, Marlingford, NR9 5HL:	
<ul style="list-style-type: none"> • Carry out a positive tree safety survey of the trees situated around the play park up the road at the conservation area. A report will be produced documenting all the trees and the findings. 	£360.00
<ul style="list-style-type: none"> • Carry out a negative tree safety survey of the trees around the rest of the conservation area (land edged red on the HM Land Registry plan, title number NK338309). A report will be produced documenting only trees with defects and the findings. It will focus on perimeter trees and trees near public footpaths. 	£720.00
<p>The work will be carried out in accordance with current health, safety and environmental legislation, industry good practice, and BS3998:2010 "Recommendations for tree work". Our work is covered by £5 million public and products liability insurance and £500,000 professional indemnity insurance.</p>	
	Net Total £1,440.00 VAT (20%) £288.00 Invoice Total £1,728.00

This quote is valid for 28 days from the date of issue. Upon acceptance of this quote, we will schedule a suitable date for the work to commence. An invoice will be sent on completion detailing payment. Payment will be required within 28 days of the invoice date. Our terms and conditions are attached. Company policies, accreditations, insurances, risk assessments and staff certification are available on request. If you have any queries or require clarification on any aspect of this quote, please contact us.

Address: Church Nursery, Rectory Road, East Carleton, Norfolk, NR14 8HT
Telephone: 01508 570777 **Mobile:** 07722 339668 **Email:** arb@plantscape.co.uk **Website:** www.plantscape.co.uk
Company registration number: 07575867 **VAT registration number:** 210110402



Terms and Conditions of Contract of **Plantscape** ("the Company")

In consideration of the sums payable by the customer ("the customer"), the Company agrees to undertake the work specified for the customer on the following terms and conditions:

1. **Entire Agreement** – These terms and conditions contain all the terms which the Company and the customer have agreed in relation to the work to be undertaken and the customer acknowledges that these terms and conditions have not been entered into in reliance on, nor has the customer been given any other warranty, statement, promise or representation made on or behalf of the company.
2. **Variation and Amendment** – These terms and conditions may only be varied or amended in writing and only if signed by each party or main duly authorised representative. "Writing" includes any form of communications effected by post or e-mail.
3. **Right to Cancel** – The customer has the right to cancel this contract within 14 days without giving any reason; the cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, the customer must inform the Company of their decision to cancel this contract by a clear statement, e.g. a letter sent by post or email. To meet the cancellation deadline, it is sufficient for the customer to send a communication concerning their exercise of the right to cancel before the cancellation period has expired.
4. **Effects of Cancellation** – If the customer cancels this contract, the Company will reimburse the customer all payments received, including the costs of delivery. The Company may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by the customer. The Company will make any reimbursement without delay and no later than 14 days.
5. **Performance of Services during the Cancellation Period** – If the customer has requested to begin the performance of services during the 14-day cancellation period and wishes to cancel, the customer shall pay the Company an amount which is in proportion to what has been performed until the customer has communicated their cancellation from this contract, in comparison with the full coverage of the contract as Clause 6 below. A right to cancel will be lost if a request for the service to start during the 14-day period is made and the work is fully completed within that period.
6. **Scheduled Work** – Cancellation of work once scheduled will be liable to charges as follows: 10% of contract value if cancelled once scheduled; 20% of contract value if cancelled one week prior to start date; 30% of contract value if cancelled within 48 hours of start date, 40% of contract value if cancelled within 24 hours of start date.
7. **Prices and Quotations** – The price payable for the work and any goods supplied by the Company will be the price as quoted by the Company ("the quotation"). The quotation will only be valid as per the details on the quotation letter from the date stated on the quotation.
 - 7.1 We offer a fee initial site visit, consultation and quote then charge for each subsequent visit if the client does not instruct us to go ahead with the work. We charge £40+VAT for each additional visit.
 - 7.2 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, the Company will be entitled to charge for any additional work involved with dealing with the change of condition of the site.
 - 7.3 If the customer requires a variation to the work or requires additional work to be undertaken, an appropriate charge at the applicable hourly rate will be incurred and invoiced for.
8. **Payments** – Subject to these terms and conditions, payment for all of the services of the Company must be made in full within 14 days for private customers and 28 days for commercial customers, of the date stated on the invoice. All payments will be made in full without any set-off and without any deductions. Any sums payable by the customer will be exclusive of VAT. VAT will be payable in addition to any sum or sums payable for the work on delivery of a valid VAT invoice. If payment is not made on the due date in accordance with this condition, the Company shall be entitled to charge the customer interest (both before and after any judgement) on the amount unpaid, at a rate of 8% above the Bank of England base rate in force at that time. Any cost of recovering a debt will also be charged to the customer.
9. **Risk** – Any goods supplied to the customer will remain the property of the Company until the goods have been paid for in full by the customer, but risk of damage or loss to goods will pass to the customer on delivery or deemed delivery to the customer.
10. **Delays to Work** – The date for commencement of the work is as agreed between the customer and the Company, but the Company will not be liable for any loss resulting from delays to the work, including due to adverse weather. Time is not of the essence.
11. **Customer Information and Data Protection:** Personal information is only used for the purposes of completing the aggregated work. Our IT systems are secure and we do not share personal details with anyone unnecessarily. In some instances, it might be necessary to share personal details with the Local Authority, Forestry Commission or Distribution Network Operator to obtain the correct licences, permits and permissions to undertake the work. Our customer privacy notice is available on request.
12. **Customer's Obligations** – The customer must:
 - 12.1 Notify the Company 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 the customer complies with 12.1, the Company will not be liable for any damage to underground services as a result of negligence howsoever caused and the customer will indemnify, keep indemnified and hold harmless the Company from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss, damages, claims, demands, proceedings or legal costs and judgements which the Company incurs or suffers as a result of damage to underground services.
 - 12.2 Ensure that the site is clear of any hazards or obstructions which may interfere with the work or which may cause injury or damage to any of the Company's employees or sub-contractors. This includes animal faeces.
 - 12.3 Inform the Company if any of the trees affected by the proposals are not in the ownership of the appointing customer.
 - 12.4 Accept that where the Company act as subcontractor and the contractor recruits a member of our team, the Company will charge an introduction fee equivalent to 50% of the annual cost of that employee, payable within 28 days of invoice.
13. **Company's Obligations** – The Company will:
 - 13.1 Take all reasonable precautions to prevent damage to gates, fences, walls, paths, patios, sheds and buildings on the site where the work is undertaken but does not accept responsibility for damage caused to the site, which occurs in the proper and reasonable execution of the work.
 - 13.2 Supply all trees, shrubs, plants and other materials in good condition and of a quality consistent with the standards either specified by the customer or stated in the quotation.
 - 13.3 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 the Company undertakes the necessary application/notification an administrative charge of £60+VAT will be incurred. This increases to £120+VAT if the customer decides not to proceed with the work. Similarly, an appropriate charge will be incurred for obtaining a Forestry Commission felling licence if required. If the company undertakes the necessary application/notification for a power shut down or obtaining a permit to work an appropriate administrative charge of £60+VAT will be incurred. This increases to £120+VAT if the customer decides not to proceed with the work. Similarly, an appropriate charge will be incurred for organising the Distribution Network Operator to carry out facilitating work.
 - 13.4 Remove all arisings from the site unless specifically stated otherwise in the quotation. Arisings will become the property of the Company and are transported in our own vehicles and recycled at our yard.
The Company will not be liable for:
 - 13.5 Subsequent maintenance to the site or follow up visits following completion of the work unless this is specified in the quotation.
 - 13.6 Replacement of any trees, shrubs, plants, turf or seed which fail to take due to adverse weather condition, vandalism, damage to or lack of care by the customer or for any other cause unless the failure was due to the Company's negligence.
 - 13.7 The death of a tree, shrub or plant owing to heavy reductions / pollarding, even when this is a repeat operation. Or when moving a tree, shrub or plant.
 - 13.7 The death of a tree, shrub or plant owing to heavy reductions / pollarding, even when this is a repeat operation. Or when moving a tree, shrub or plant.
14. **Claims and Complaints** – Any claim or complaint made must be made in writing, e.g. a letter sent by post or email, and must be made within 48 hours from the date the work is completed. We will endeavour to resolve any customer disputes fully and fairly through our own internal processes. As a TrustMark registered company we offer an alternative dispute resolution (ADR) service to our customers at no cost <https://www.trustmark.org.uk>. Alternative dispute resolution can also be accessed at www.norfolk.gov.uk/trustedtrader by following the link to 'Trusted Trader disputes'.
15. **Force Majeure** – The Company will not be liable to the customer for any failure to carry out or delay in carrying out the work or for any consequences of any failure or delay if it is due to any event beyond the reasonable control of the Company, 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 the control of the Company.
16. **Insurance** – The Company will maintain Public Liability insurance cover in the sum of £5,000,000, Employers Liability insurance cover in the sum of £10,000,000, Professional Indemnity insurance in the sum of £500,000 and Hired in Plant insurance in the sum of £100,000.
17. **Work Standard** – All works are to be completed in accordance with current health, safety and environmental legislation, industry good practice and 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. the site may not be as it was prior to commencement of works.
18. **Pesticides, Herbicides, Fungicides and Algaecides** – One-off treatments are not always successful and often subsequent or ongoing applications may be necessary to control the problem. If additional treatments are required, an appropriate charge will be incurred.
19. **Stumps** – Will be cut down as close to ground level as possible. Where soil, stone or metal prevents this the stump will be left slightly higher than the contaminant.
20. **Stump Grinding** – Will be to a depth of approximately 200mm below the immediately adjacent ground level. It will include the removal of the stump and buttress roots but it will not include lateral roots unless otherwise specified. Nor does it include the removal of stump grindings, which will be left in a neat pile, unless otherwise specified. We reserve the right to charge extra if foreign objects, such as metal or large rocks, are discovered within a stump.
21. **Nesting Birds** – Nesting birds are protected under The Wildlife and Countryside Act 1981. It is an offence to deliberately kill, injure, or disturb any nesting bird or destroy their nest. If a nesting bird prevents the work from being completed, we will arrange another visit to complete the work. An appropriate charge will be incurred for additional visits.

The contract shall be governed by the laws of England and the Purchaser agrees to submit the non-exclusive jurisdiction of the English Court.