

WOODSWORTH MANAGING - TERMS AND CONDITIONS

1. Definitions and Interpretation

- 1.1. The following definitions and rules of interpretation apply to these terms and conditions.
- 1.2. Any reference to 'us', 'we' or 'our' includes Woodsworth Managing Ltd, its directors, staff, volunteers, and sub-contractors acting under our instruction.
- 1.3. A 'customer' is the person paying for the work to be completed.
- 1.4. An 'owner' is the person that owns the tree (defined by owning the land that the tree is on). In cases where a tree is on the boundary the owners are all parties that have some of the tree on their land.
- 1.5. Any reference to 'you', 'your', 'party' or 'group' includes the customer, and anyone connected with that customer, e.g. neighbours or family and friends.
- 1.6. A 'one-off service' is a piece of work that is not going to re-occur, for example a day of tree surgery work or an individual survey.
- 1.7. A 'plan' or 'subscription' is a package of services that is bound by the details in a plan contract.
- 1.8. A 'material change' to a quotation is one that affects the price by 5% or more.
- 1.9. Clause headings shall not affect the interpretation of the terms and conditions.
- 1.10. The schedules form part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes the schedules.
- 1.11. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.12. Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. General Agreement

- 2.1. Our aim is to maintain and produce sustainable trees by taking reasonable actions to make them as safe as possible.
- 2.2. Under no circumstances do we take responsibility for the safety of, or any harm or damage caused by, your trees.
- 2.3. Our role is to take reasonable actions and provide appropriate advice and services to help you fulfil your obligations to responsibly maintain and monitor your trees.
- 2.4. We will always ask for signed, written approval from the owner of the trees before carrying out any work, even if they are not paying for the work to be completed.
- 2.5. If the owner and customer are different parties, we will ask for signed, written approval from both.

3. Training, qualifications, and insurance.

- 3.1. We will provide staff that are appropriately qualified to carry out the work contracted.
- 3.2. We will hold adequate public and/or professional liability insurance for the work undertaken.

4. Risk assessment and working on your site.

- 4.1. We have an operational hazard log and risk assessment for the general activities and equipment that we carry out and use.
- 4.2. In addition to this we will perform a site-based risk assessment for working on your site, which will be used in conjunction with our operational hazard log and risk assessment to guide our work.
- 4.3. Our staff will dynamically risk assess the work being undertaken as it evolves, including assessing any un-foreseen situations as they present. They will discuss any safety concerns and extra mitigations as appropriate.
- 4.4. Site based risk assessments will be carried out no more than one month prior to the commencement of the work. This is to make them as up to date as possible.
- 4.5. Any hazards that pose a risk that is deemed un-acceptable will mean we put mitigations in place to ensure residual risk is acceptable. It is your responsibility to tell us of any potential hazards that may affect the services to be undertaken. This includes hazards that are hidden from view and may not be found by a visual risk assessment.
- 4.6. We will only carry out work if the risk can be brought to a reasonable level using the techniques that we are trained in.
- 4.7. Where in our sole opinion it is not possible to mitigate risk to an acceptable level this will be discussed with you and appropriate action taken.

5. Payment – One-off Services

- 5.1. Quotations will contain a detailed description of the work to be carried out.
- 5.2. By accepting a quotation, the customer agrees to pay Woodworth Managing Ltd the amount stated for the work described upon completion of the work.
- 5.3. Once a quotation is accepted the cancellation clauses below will be followed if the customer no longer wants the work to be completed.
- 5.4. Once the work is completed, an invoice will be raised.
- 5.5. Invoices shall be paid within 14 days.
- 5.6. If the work to be completed changes from what is described in the quotation, then the quotation shall no longer be valid and a new quotation will need to be issued for the work. These changes will be discussed with the customer before they are made.

6. Payment – Plans or subscription services

- 6.1. Payment for plans and subscriptions can be made either:
 - 6.1.1. In full up-front for the whole duration of the plan; or
 - 6.1.2. annually in advance, with invoices being issued upon the commencement of the plan and then on the same date each year for the duration of the plan.
- 6.2. Payment of all invoices are due within 14 days of issue.
- 6.3. The duration of the plan will be stated on the contract along with a payment schedule.

7. Quality of our work

- 7.1. Whilst reasonable endeavours will be made to meet the expectations of the customer, we do not guarantee that the work we undertake will have the desired out-comes. Trees can be unpredictable so there is no guarantee that they will remain safe or develop as intended.
- 7.2. We will communicate with you on a regular basis while we carry out the work to do our best to get the outcome you are looking for. We will endeavour to accommodate requests that do not make a material change to the quotation or provide you with a new quotation where there is a material change.
- 7.3. You must raise any concern about the work that is undertaken while we are still on site, to give us the opportunity to rectify any issues.
- 7.4. If no concerns have been raised, once we have left site payment will be due in line with the quotation and subsequent invoice.

8. Additional services required for customers that are on a plan.
 - 8.1. Our plans state the services that they include, with a maximum quantity of these services.
 - 8.2. In instances where work or services are required that are not covered by the plan, separate quotations will be provided in line with the 'one-off services' clauses of these terms and conditions.

9. Cancellation of a one-off service
 - 9.1. A one-off service may only be cancelled without penalty if the work has not been started and the estimate was accepted either:
 - 9.1.1. less than 14 days ago, or
 - 9.1.2. more than 44 days ago.
 - 9.2. Once the work has begun the service may no longer be cancelled without charge.
 - 9.3. If you wish to cancel a service you must notify us in writing (text message, email or written letter sent via post) before we arrive to complete the work.
 - 9.4. If we arrive to complete the work and it has not been cancelled before that point, then the work shall be deemed to have commenced as we will have completed our preparations and travel to the site.
 - 9.5. Cancellation before the work has started, and between 14 and 44 days of the estimate being accepted, will trigger an invoice of £45 to the customer for administration fees. Payment of this will be due within 7 days of cancellation.
 - 9.6. If a service is cancelled after the work has started, the customer will be invoiced for all work undertaken up to the point of cancellation (including setup and pack away time) plus a £45 administration fee. You hereby acknowledge that this may total more than the original quotation. Payment of this will be due within 7 days of cancellation.
 - 9.7. Termination by the provider can be triggered in writing at any time. In this case the remaining fee / refund due will be calculated based on the work completed.

10. Cancellation of a Plan
 - 10.1. Plans have a set duration as defined in the plan itself.
 - 10.2. Plans may be cancelled without penalty within 14 days of entering into these terms and conditions if work has not started.
 - 10.3. Plans that are cancelled within 14 days of entering into these terms and conditions and where work has started will result in an invoice for the work that has been completed plus a £45 administration fee.
 - 10.4. Cancellation of a plan after 14 days from entering into these terms and conditions, and work has started must be made in writing.
 - 10.5. Our plans are good value because we can make sure pro-active measures are taken to reduce the long-term work that is required. As a result, cancellation of a plan after 14 days from entering into these terms and conditions will not remove the obligation to pay the total value of the contract.
 - 10.6. If you sell your land, you can cancel your plan. In this case we will work out the value of the services provided so far and produce an invoice for this amount plus a £45/year administration fee for the remaining years of the plan (where any partial year shall be classed as a whole year). You will then pay the lower value of:
 - 10.6.1. The unpaid balance of the contract total value; or
 - 10.6.2. The sum of services provided plus £45/year for the remaining years of the plan.
 - 10.7. Plans can be transferred between landowners. If you sell your land, we can facilitate novating the plan to the new owner under like-for-like terms and conditions.
 - 10.8. Termination by the provider can be triggered in writing at any time. In this case the remaining fee / refund due will be calculated on a pro-rata basis at the original rates.

11. Tree Preservation Orders

- 11.1. This section applies to all trees, either covered by a plan or a one-off service.
- 11.2. Tree Preservation Orders (T.P.O.) and Conservation Area (C.A.) protection must be followed as they are part of law. We will not carry out any work on a tree that is covered by a T.P.O. or C.A. without the written permission of the local authority and it is your responsibility to inform us of any T.P.Os or C.A. protections that apply to trees or the location of the work you are asking us to undertake before any quotation is provided.
- 11.3. We can help customers to make an application to the local authority on the understanding that:
 - 11.3.1. We will only help to apply for permission if we believe that there is a realistic chance of it being granted, and
 - 11.3.2. We do not guarantee that a council will accept or grant the work applied for.
- 11.4. We will invoice for the work to complete the application and the work on the tree separately. The charge for assisting with an application is payable no matter what the outcome from the local authority.

12. Data Protection

- 12.1. You agree that we can use your data as stated in the Woodsworth Group data privacy notice.
- 12.2. Where the customer is an organisation, you agree that we can publicly name you as a customer. This includes the use of your logo on a 'customers section' of our website or naming you on social media.

13. Surveys

- 13.1. Our surveys are designed to give you the information that you require to make good decisions about your trees.
- 13.2. We do not assume or accept liability for the safety of a tree surveyed; we are only providing you with the facts about your tree to inform your decision about how to manage it.
- 13.3. Our tree condition reports are to be used solely to inform you while you make decisions about tree and woodland management.
- 13.4. They are not to be used for any other purpose, including but not limited to, mortgage applications or structural planning applications and must not be provided to any other party without our prior written permission.
- 13.5. Our surveys do not look at the stability of the soil, or the affect of the root system on infrastructure for example drains and foundations.

14. Severance

- 14.1. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.
- 14.2. If any provision or part-provision of these terms and conditions is deemed deleted under the preceding clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

15. Governing Law and Jurisdiction

- 15.1. These Terms and Conditions, and any dispute of claim (including non-contractual disputes or claims) arising out of or in connection with them, it's subject matter or

formation, shall be governed by and construed in accordance with, the laws of England and Wales.

- 15.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, it's subject matter or formation.

16. Amendments

- 16.1. These Terms and Conditions may be updated and amended by Woodsworth Managing Ltd from time to time as required and at our sole discretion.