Guide to Working with Eastwood Tree Services

We are very keen to provide a quality service and a high level of customer satisfaction. Please take a few minutes to read the terms and conditions of our contract.

Standard of work: All work shall be completed in line with BS3998 (Recommendations for Tree Work) where appropriate unless instructed otherwise by the customer. We shall undertake the work in a competent manner in compliance with the specification and price contained in our quotation.

Acceptance of the contract and programming of the work: On acceptance of our quotation (whether verbal or in writing) a binding contract will be formed between us and you (the Contract). You are entitled to a 14-day cooling off period following acceptance of the quotation. However, if within this 14-day cooling off period you instruct us to carry out any of the works contained in our quotation you will have waived your right to this cooling off period. When you accept the quotation, we will start the work planning process which may include dealing with permissions from the Local Authority. We will advise you of the estimated completion date for your work.

Amendments / Cancellation of the Contract: Amendments to, or cancellation of, the Contract must be made in writing. In the event of a cancellation, we may charge a percentage of the quotation to cover any preparatory work already undertaken and any costs already incurred.

In the event of a variation to the quotation because of:

a. amendments to works required prior to arriving on site;
b. changes in site / ground conditions since the original visit; or
c. additional works requested / required whilst on site.

the quotation will be revised accordingly, either electronically in advance or in a hand-written note on the day of work, with agreed amendments signed by us and you.

Complaints procedure: In the unlikely event that you have any cause for complaint please contact the office within 7 days and we will endeavour to correct the situation in a timely manner. Please be reassured that as a TrustMark registered company we offer an alternative dispute resolution (ADR) service to our customers. www.trustmark.org.uk/if-things-go-wrong/

When do I pay? When the job is completed, the team leader will ask you to sign the job sheet to confirm your satisfaction. Please only sign this when you are satisfied that all items are completed. Please raise any queries with the team leader or the office before signing the job off. The office will invoice 'signed off' jobs within **7** days. All contracts and instructions are accepted on the basis of payment of full invoice price within **14** days of the date of invoice. Where applicable, value-added tax (VAT) shall be charged at the current rate.
In the case of 'Tree Reports' the invoice will need to be paid in full before the report is forwarded to the customer.

Disposal of waste; do you take everything away? Most customers these days require removal of all arising waste material from site, and this will normally be specified in the quotation. Woodchips make useful garden mulch, and we are increasingly finding clients requesting that the chips are left for their own use. Timber may also be left for firewood, but it is not normally left in sizes 'ready for the fire' unless specified in the quotation.

Stump grinding: Stump grinding is normally carried out within a few days of the felling rather than on the same day. We will call you to arrange a convenient time to undertake this work. Stump grindings will be used to backfill the resulting hole as they decompose rapidly. The chippings can be removed from site, but this would incur an additional cost. We will grind the main stump and any large lateral roots in the main area of the stump. We will not chase every root back from the stump unless by prior costed arrangement with the customer. If in the process of stump grinding, we uncover buried asbestos waste, material suspected to be buried asbestos waste or other hazardous material, we will cease the excavation immediately. The customer agrees to settle the invoice in full in line with our payment terms on the basis that we shall complete the operation once a specialist contractor has cleared the material. The customer will meet the costs of the clearance of the hazardous material.

Will my neighbours be affected? Sometimes it is necessary to have access to a neighbouring property, particularly when branches overhang. It would be extremely helpful if you could inform them of your intention to carry out work and the date on which it will take place.

Do I need to protect my walls or lawns? Whilst our staff will operate with care and diligence often our work entails the carrying of large amount of material over lawns and past features. Please make sure that vulnerable surfaces (such as white walls) are adequately protected (builder's polythene is a good method) and that fragile objects are moved (such as pots etc.). Our staff will be more than happy to move heavier objects for elderly or disabled clients. Lawns tend to recover rapidly but very wet weather can give rise to muddy conditions. We are able to provide boards to protect the lawn. However, this is not a standard procedure and may incur an additional cost. If in doubt, please discuss with our office.

What time will the team arrive? Most jobs are completed efficiently and on time. However, occasionally a job will over-run or the weather will prevent us from working to time. The earliest time the team will arrive is 8.00/8.30 am, however, in the case of smaller contracts, we are not able to estimate an arrival time until late afternoon of the previous day and can only then advise either am or pm arrival. We will of course make every effort to please clients who particularly require a morning or afternoon visit.

Do I need permission? The trees within this contract specification may be located within a Conservation Area or be subject to a Tree Preservation Order. Upon acceptance of our quotation, we shall check for the presence of legislative protection with the Local Planning Authority. We will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions / consultations are required, i.e., Natural England / Environment Agency. We would be happy to make an application on your behalf in respect of any permissions that are require but would advise that a charge may be made for this service. No additional charges will, however, be applied to this work without first seeking your acceptance. We will not, however, make any investigation in respect of private covenants affecting your property which may restrict tree work at the property, and this shall your sole responsibility. No liability shall attach to Eastwood Tree Services for a breach any such covenant.

You may need permission from a neighbour to access their property. Customers may be asked to provide written evidence of the permission prior to our arranging to undertake the work.

What about wildlife? We will undertake the works as scheduled but are aware of / may be constrained by ecological and wildlife legislation including:

a. Wildlife and Countryside Act 1981
b. Countryside and Rights of Way Act 2000
c. Conservation of Habitats and Species Regs. 2017

This legislation requires us 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.

Do you replace trees/shrubs that die? We endeavour to obtain good quality plants that comply to BS3936 (Nursery Stock – Specification for Trees and Shrubs) which are handled with care and planted to industry standard. It is important however that you look after your new plantings and ensure that they are regularly watered and maintained. Trees and shrubs that fail due to circumstances beyond our control shall not be replaced. Please ask our staff for guidance on how to look after new trees if in doubt.

Do I need to treat the stump after felling? We will aim to leave the stump as low as we can without contacting soil and stone with the chainsaw. The majority of conifers will cease to grow following felling and will decay naturally. Some deciduous species will send up shoots. We try to avoid the use of chemicals but on request will apply a single treatment to manufacturer's specification. Further treatments (if required) will attract additional cost. Alternatively, we can provide advice on products that can be bought from garden centres that can be used to treat stumps to prevent re-growth. No guarantee can be given as to the efficiency of a pesticide after application, due to conditions beyond our control.

Underground and overhead services: Although every reasonable effort shall be made to locate the presence of underground services, unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to us by the Owner of the land or his agent prior to the formation of the Contract; we shall be under no liability for any damage caused as a result of work performed under the Contract to such pipes, wires or cables, or for any damage to property resulting there from, and the Owner of the land or his agent shall be solely liable for any such damage. Any charge for the removal of power lines or telephone cables shall be the responsibility of the Owner, unless otherwise agreed in writing with us.

Measurements: All measurements mentioned in any correspondence are approximate.

Insurance: We have £10 million Public Liability Insurance, and a copy of the certificate is available on request. We will operate in accordance with good industry practice, our Health & Safety Policy and Procedures and undertake Site Specific Risk Assessments

(the outcomes of which may place constraints on the site whilst works are in progress, i.e., you cannot access your shed without prior agreement with us.)

Customer Information and Data Protection: Please be reassured that we only use your personal information for the purposes of completing your tree work. Our IT systems are secure, and we do not share your details with anyone unnecessarily. We will share your details with the Local Authority if we need to make an application for permission to undertake the work and whilst it is unlikely, in certain circumstances work might need a licence from the Forestry Commission. Please refer to our customer privacy notice for full details.

Business to Business Customers: If applicable, we will not commence with any work until a purchase order number has been received as confirmation that we are listed as an approved supplier on the purchasing system.

Where a purchase order number system is not used, the customer agrees to Pay Eastwood Tree Services within the agreed payment terms.

Customers must agree that once the work is complete, if they introduce additional payment stages such as any required certification, approval forms or procedures to be satisfied prior to payment, they shall meet the costs of that additional administration time at £50.00 per hour.

General: Completion dates shall be contingent upon weather conditions.

All quotations/estimates are valid for 30 days and include any 'value', monetary or otherwise, the arisings may have, unless stated otherwise. After this period, we reserve the right to withdraw and re-price work, unless otherwise agreed in writing with you.

Quotations for felling are based upon the assumption of trees being free from metal, stone, or other hidden obstructions. In the event of a tree being impossible to fell in the normal way, we reserve the right to re-quote accordingly.

The Contract price is based on the site conditions existing at the time of the preparation of the estimate remaining unchanged.

Eastwood Tree Services reserves the right to cancel the contract at any time and for any reason and shall not be liable for any penalties or costs. Reasons for cancellation may be diary error, IT error, client error, third party error, changes in circumstances, misunderstanding or unreasonable or antisocial behaviour of the customer.

Explanation of Terms

Bracing System – The structural support of trees that will become increasingly liable to storm damage. This method of prolonging useful safe life expectancy is only recommended in circumstances where retention is the priority.

Clip/Shape – The formal clipping of evergreens and some species of shrubs. The exterior branches are sheared back to an exact length leaving a formal smooth appearance. Interior wood is not removed.

Crown Cleaning – To remove deadwood (as specified above), diseased and dying wood, split or broken branches and crossing or rubbing branches.

Crown Lifting: This operation ensures that the crown clears the ground by the agreed height and that all epicormic growth is removed below the clearance height. The lift will be achieved by the pruning or removal of minor branches rather than the removal of large framework limbs.

Crown Reduction: This operation reduces the overall size of the crown. To avoid ambiguity, the specified end result will be stated either as the tree-height and branch-spread which are to remain, or the average equivalent in branch length (in metres). End results shall be specified for individual branches if the growth pattern of the tree creates a need for this, or where clearance from a specific object is required.

Crown Thinning: In crown thinning, an even density of foliage is removed to create a well-spaced and balanced branch structure which could, if required, provide an adequate framework for a possible future crown reduction. If the objective is to lessen the overall loading on a defective branch or stem, crown reduction and reshaping should be chosen in preference to crown thinning. The percentage of the leaf-bearing twig structure to be removed in crown thinning should be kept to the minimum required to achieve the objective and, in any case, should not exceed 30%. The percentage shall be stated in the work specification. Material shall be removed systematically from throughout the tree rather than from the inner crown only. Cutting branches back to the main stem will generally be avoided, although structurally weak or hazardous branches shall be removed if there is no alternative.

Cut Back Overhanging Branches – Branches will be removed as specified to clear structures by 1.5m where branches extend over buildings, they will be cut to clear the roof level by at least 2m unless otherwise specified.

Dead Wood Removal – To remove all dead wood over 3cm diameter unless otherwise stated. Cuts will be made back to the nearest appropriate pruning position.

Grub Out – Smaller trees or shrubs may be dug out by hand where specified. The main root crown will be removed, the smaller roots being left undisturbed in the soil.

Log Length – If wood is to be left on site as rings the maximum length will be specified in mm normally 400mm.

Manageable Sizes – If wood is to be left on site in manageable sizes it will be cut to a weight and dimension that is movable by one person.

Natural Trim – This is performed on evergreens and some types of shrubbery to help control and contain growth while retaining the natural look. It is achieved by selective pruning of exterior branches, but interior wood is not removed.

Planting – Size, species and depth of planting pit will be specified in our quotation.

Soil Aeration – This is a mechanical improvement of the soil structure as an aid to tree health. It can be operated manually with spikes or by a machine that uses compressed air. Individual requirements vary with site conditions and the most appropriate treatment for your trees will be used.

Stump Removal – The main stump of the tree will be ground into chips with a special machine to the specified depth below the present soil level over the width of the trunk cross section. Smaller roots spreading out from the main stump will be left undisturbed in the soil unless specified. We will backfill the hole with grindings and leave a slight raised mound on completion.

Tree Feeding – Eastwood Tree Services will require a water source to fill up tanks, underground services apply as with stump grinding.

Tree Removal/Dismantling – The tree is either felled of dismantled in sections and disposed of as directed. The main stump of the tree is left in the ground and cut off to within 200mm of immediate soil level.

Tree Trunks – If the main trunks are to be left on site all the side branches will be cut off flush to the stems on sections over the stated diameter.

If there is any part of the Terminology related to tree care that you are unsure of, please contact us prior to the team arriving. We will be happy to clarify any aspects to you.