



# NORTH WALES TREE CONSULTANCY

Terms and Conditions

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## 1. Definitions

In these conditions the following meanings shall apply:

- 1.1 "Consultant" shall mean North Wales Tree Surveys or any other experienced qualified arboricultural consultant.
- 1.2 "Consultancy Services" shall mean the service to be provided to the client by the consultant.
- 1.3 "Consultancy Charges" shall mean the fee for the Consultancy services agreed in writing between the Consultant and the Client.
- 1.4 "Client" shall mean the individual or organisation that accepted the quotation and provided written authorisation for the 'Consultancy Service' to be undertaken
- 1.5 "Contract" shall mean the formal agreement between the client and the company in writing of the quotation, these terms and conditions and any other documents specifically referred to.
- 1.6 "Variations" means any reasonable alteration, omission or addition require by the Client. The Consultant will notify the Client in writing of the impact on time, cost and practicality, and will only proceed upon written approval from the Client.

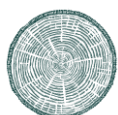
**The Client, by accepting the Quotation, agrees to the following terms and conditions.**

## 2. General

- 2.1 This quotation is valid for 60 days from the date of this proposal.
- 2.2 Fees may be invoiced in stages where applicable.
- 2.3 Successful planning applications often include planning conditions requiring detailed arboricultural method statements, site supervision, or other arboricultural consultancy works, particularly if works are proposed close to retained trees and if full details of works are not available at the time of planning submission. These services can be provided at additional cost.
- 2.4 For development site projects the fee assumes a .dwg CAD topographical plan will be made available.
- 2.5 Any additional services requested by the client shall be charged at our hourly rate or on the basis of a lump sum, agreed in advance with the client. Details of hourly rates are available upon request.
- 2.6 We will not undertake any work for which additional fees would be payable without the client's written agreement in advance.
- 2.7 All reports, plans and other documents will be issued via email as PDF files. Paper copies, if required, will only be issued on client instruction and will be charged in line with our standard printing charges, details of which are available upon request.

## 3. Charges and Terms of Payment

- 3.1 The Consultancy Charges shall be paid within 30 days of an invoice being submitted in accordance with the provisions of the Contract.
- 3.2 Works will be halted if invoices are not paid within the agreed terms.
- 3.3 If any part of an invoice is disputed or queried by the Client, the Client shall notify the Consultant of the details of such dispute or query not less than 10 days prior to the due date of payment and of its intention to withhold payment. The payment of any undisputed part of the invoice shall not be delayed.
- 3.4 If the payment of any due sum is delayed, the Consultant shall be entitled to charge interest at the rate of 4% above the base rate of the Bank of England on the overdue amount and/or suspend further performance of the Consultancy Services.



## 4. Obligations

4.1 The Consultant shall exercise all reasonable skill, care and diligence in providing the Consultancy Services and any agreed Variations.

4.2 The Client is required to provide the Consultant with such information and make such decisions as are necessary for proper performance of the Consultancy Services.

4.3 The Consultant shall effect and maintain professional indemnity insurance to the sum of £2m and shall if required by the Client provide evidence of such cover.

4.4 The Consultant undertakes to maintain records of the Consultancy Services provided for a minimum period of two years from completion of the Consultancy Services and provide copies on request to the Client upon reimbursement of reasonable charges.

4.5 Personal information provided by the Client to the Consultant shall only be used to fulfil the contractual obligations and Terms and Conditions of the Agreement between the Parties, other than where the Consultant is required by any pertinent legislation or regulations to otherwise disclose such information. Personal information may also be retained by the Consultant beyond two years from the completion of the Consultancy Services in order to establish, exercise or defend the legal rights of the Consultant.

## 5. Limit of Consultant's Liability

5.1 If any part of the Consultancy Services is performed negligently or in breach of the provisions of this Agreement, then at the request of the Client (if the request is made within six months of the date of completion of the Consultancy Services) the Consultant will re-perform the relevant part of the Consultancy Services subject to clauses 5.2 and 5.3 below.

5.2 Except in the case of death or personal injury caused by the Consultant's negligence the Consultant's liability shall not exceed the greater of the Consultant's charges or the amount recoverable under the Consultant's professional indemnity policy (if applicable).

5.3 The Consultant shall not be liable for any loss or damage or expenses of any nature incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss, loss of profits turnover, business or goodwill.

## 6. Facilities and Access

6.1 The Client shall arrange for or grant the Consultant access at all reasonable times to such premises as may be necessary for the provision of the Consultancy Services

## 7. Termination

7.1 If any party is in breach of its obligations and fails to remedy such breach (if capable of remedy) within 14 days of receiving written notice to remedy the breach, then the Agreement may be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.

7.2 Either party must give 14 days' notice to revoke the Agreement. If either the Client or the Consultant terminates the agreement, the Client shall pay the Consultant for work carried out up to the date of termination. The Consultant shall deliver to the Client all Consultancy Services performed up to the time of the cancellation and the final invoice.

7.3 If either party shall become insolvent or bankrupt or have a receiving or administration order made against it or compound with its creditors or commence winding up (save for solvent amalgamation or reconstruction) the other party shall be at liberty by written notice to terminate the Agreement forthwith.



## 8. Confidentiality

8.1 The Consultant and the Client shall keep confidential all information of the other party whether marked as confidential or not, obtained under or in connection with the provision of the Consultancy Services and shall not divulge the same to any third party save with the prior written consent of the other party. The provisions of this clause shall survive termination of the Agreement and continue to apply for a period of two years post termination.

8.2 The provisions of clause 7.1 shall not apply to information in the public domain (otherwise than by breach of this clause); or information obtained from a third party who is free to divulge the same or such confidential information is required to be divulged by law.

8.3 Both parties shall only divulge confidential information to such employees who have a need to know and are bound by similar obligations of confidentiality as set out in this clause 7.

## 9. Intellectual Property

9.1 Unless otherwise agreed in writing all intellectual property rights arising out of the provision of the Consultancy Services shall vest in the Consultant. Subject to the Consultant having been paid all sums due under the Agreement the Consultant shall grant to the Client a worldwide non-exclusive non-transferable royalty free licence to use and have used the intellectual property for any purpose.

## 10. Force Majeure

10.1 Neither party shall have any liability for delay or failure in performance which result from circumstances beyond the reasonable control of that party. The party affected by such circumstance shall notify the other party if such circumstance occurs. If such circumstance continues for a period of more than three months either party may terminate this Agreement by written notice.

## 11. Dispute Resolution

11.1. Any dispute or difference which cannot be amicably resolved by the parties shall:

11.2. Where the Client complains of unethical or unprofessional conduct on the part of the Consultant who is a member of the Arboricultural Association and Institute of Chartered Foresters, such complaint shall be referred to and resolved under the provisions of the Arboricultural Association or Institute of Chartered Foresters Code of Conduct.

11.3. All other disputes or differences shall be referred to the non-exclusive jurisdiction of the courts of England and Wales.

## 12. Third Party Rights

12.1. No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this contract shall be enforceable by a third party either under the Contracts (Third Parties) Act 1999 or otherwise.

## 13. Governing Law

13.1. This contract shall be governed by and construed under English law.

