



**Please read the following terms and conditions before you accept our quotation and enter into a contract with us.**

## **1. These terms**

- 1.1. These are the terms and conditions on which we supply our services and/or any goods to you.
- 1.2. Please read these terms carefully before you act on our quotation. These terms tell you who we are, how we will provide the services and/or goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

## **2. Information about us and how to contact us**

- 2.1 You can contact us by telephoning us at 0800 085 3710 or 07925 313743 or by writing to us at [office@lakestreeservices.co.uk](mailto:office@lakestreeservices.co.uk).
- 2.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

## **3. Our contract with you**

- 3.1 This clause sets out how a legally binding contract between you and us is made.
- 3.2 One of our representatives will attend your property to survey the area around where the services will be carried out (the **Site**) and obtain from you all pertinent and necessary information in order to provide a quotation of the cost of the services and/or any goods required. If you have contacted us by phone, we may already have attended and surveyed the Site of course, in which case these terms and conditions may be sent or given to you at the same time as our quotation.
- 3.3 Any quotation given by us shall not constitute an offer by us and is only valid for a period of 3 months from its date of issue.
- 3.4 Upon receipt of the quotation it will be for you to decide whether to place an order for our services and/or goods with us on these terms and conditions.
- 3.5 Your order constitutes an offer by you to purchase our services and/or goods in accordance with these terms and conditions.
- 3.6 If we are unable to accept your order for any reason we will inform you of this in person, in writing or by telephone and will not charge you for services or any goods. This might be because of unexpected limits on our resources which we could not reasonably plan for, or perhaps because we have identified an error in the price or description of the services or goods in our quotation, or even because we are unable to meet a particular date you have specified.



- 3.7 We will use your quotation number when we accept your order. It will help us if you can tell us the quotation number whenever you contact us about your order.
- 3.8 The order shall only be deemed to be accepted when our representative confirms this to you by the telephone or by email. At this point:
- (a) a legally binding contract will be in place between you and us, and
  - (b) we will confirm a date on which we will provide the services and/or goods that have been agreed.
- 3.9 The exception to the position under clause 3.8 is when we attend your property, quote, and you wish to enter into the contract immediately whilst we are at your property. In that situation, a legally binding contract will be in place between you and us immediately once you have signed our quotation in the presence of our representative.
- 3.10 All of these terms and conditions shall apply to the supply of both services and goods, except where application to one or the other is specified.

## 4. Supply of services and goods

- 4.1 We will provide the Services to you in accordance with any specification set out in our quotation.
- 4.2 We will carry out the services by the time or within the period which you and we agree (either with our representative or in writing). In the unlikely situation that you and we agree no time or period, this will be within a reasonable time.
- 4.3 When we carry out the services, we might not have all of the equipment or resources we need to be able to perform the services as envisaged. This might be for a number of reasons, for instance it might not have been possible to work out what equipment was needed at the time we surveyed your land and provided the estimate to you, or indeed conditions may only reveal themselves when we start carrying out the services, e.g. if there are underground power lines or pipes or other obstructions close to where we are carrying out the services. Also, you may not have given all pertinent, necessary and accurate information to us either. In these situations, we will discuss with you a variation of the terms of the contract and any increase in the price and, if we cannot agree such variation we will be entitled to terminate the contract in accordance with clause 6 below.
- 4.4 If we supply goods to you, we are under a legal duty to supply products that are in conformity with the contract. For detailed information on your statutory rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## 5. Your obligations

You shall:



- (a) ensure the information provided to us when we come to survey your land is complete and accurate;
- (b) co-operate with our representatives and allow access to the Site as reasonably required to provide the services;
- (c) inform our representatives, and where applicable provide a plan, of any underground pipes, cables or wires that may be affected by the performance of the services;
- (d) prepare the Site and/or your property for the supply of the services, which may include but is not limited to:
  - (i) removing all pet waste from the Site;
  - (ii) safely storing all garden furniture, garden ornaments, pots and plants that can be moved;
  - (iii) securing all furniture that cannot be moved and marking up or covering appropriately to prevent damage;
  - (iv) moving any cars, motorbikes, vans, lorry's, caravans, boats or other vehicles located near or around the Site where the services will be carried out (including arranging for the moving of neighbouring vehicles); and
  - (v) clearing an access path through the property for suitable passage to the Site (two metres where possible);
- (e) where applicable, obtain your neighbours' consent for access to their property to carry out the services.
- (f) be responsible for the investigation of private covenants that may be affected by the services provided and inform us of any such covenant; and.
- (g) make due payment in accordance with clause 7.

## **6. Termination**

- 6.1 If clause 4.3 above applies and we cannot agree a variation to the contract then we may terminate the contract with immediate effect. Where necessary, we may charge you reasonable compensation for the net costs we will incur as a result if the variation has been requested further to you breaking the contract (e.g. if you have failed to provide us with accurate information).
- 6.2 Also, our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can begin or restart the services, or indeed perform them at all. We will always make reasonable efforts to limit the effect of any of those events and will keep you informed of the circumstances. We will try to begin or restart the services as soon as those events have been remedied. Examples of events which might be beyond our reasonable control include, but are not limited to:



- (a) we have to wait for your other service providers to complete their work before we are able to carry out our services;
- (b) we cannot access the Site at the times we agreed with you;
- (c) you have not prepared the Site pursuant to clause 5(d);
- (d) poor weather conditions;
- (e) the discovery of nesting birds or other animals (particularly roosting bats where we are prevented from deliberately disturbing them whilst roosting and cannot damage, destroy or obstruct the resting place of a bat under applicable law. Likewise we are prevented from damaging or destroying the nest of some birds while it is in use or being built);
- (f) where access to a neighbour's property is required and permission to access the property cannot be obtained;
- (g) threats to our representatives or our property;
- (h) there is the discovery of power lines or pipes which affect the ability to carry out the services safely;
- (i) there are hidden obstructions such as metal, stone or other objects that would affect the performance of the services.

6.3 We will give you notice immediately upon becoming aware of any of the events set out in clause 6.2, specifying details of the circumstances giving rise to the event where this is not obvious.

6.4 We may end the contract if any of those events in clause 6.2 are due to you breaking the contract (e.g. non-compliance with your obligations under clause 5) and we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

6.5 In the event that any one of the events in clause 6.2 is not due to you breaking the contract (sometimes known as a 'force majeure event') but nonetheless prevents the completion of the services on the date agreed, you and we will each use our reasonable efforts to agree another date but, if a date cannot be agreed, we may terminate the contract.

6.6 We will not be liable for any failure or delay in performance of the contract which is caused by any of the events in clause 6.2.

## **7. Charges and payment**

7.1 We will let you know the basis of calculating the charges for the services and any related goods (and any extra charges such as delivery charges) in our quotation. All charges are exclusive of VAT (if ever applicable). If we can only give an estimate of the likely time to be spent, we will provide our best estimate to the fullest extent we can in our quotation but if any difficulties are encountered, or we are required to carry out additional work beyond that



originally envisaged, we may need to revise the estimate and if this becomes necessary we will advise you as the services progress. Our services will only be provided on a fixed price basis if specifically stated in our quotation.

- 7.2 We accept cash, cheques (made payable to "Lake's Tree Services" and electronic transfer of funds to our bank account stated on our invoice. We do not accept credit/debit cards.
- 7.3 You will be invoiced on the last day of works and/or delivered the goods.
- 7.4 If your payment is not received by us on completing the services or delivering the goods, we may also charge interest on any balance outstanding at the rate of 4% percent a year above the Bank of England's base rate.
- 7.5 If your payment is not received by us and you have already received the goods, you must return them to us as soon as possible following our request. Until returned, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 7.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

## **8. Limitation of liability**

- 8.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence), we are not legally responsible for any:
  - (a) losses that:
    - (i) were not foreseeable to you and us when the contract was formed; and
    - (ii) that were not caused by any breach on our part;
  - (b) business losses; or
  - (c) losses to non-consumers.
- 8.2 We shall not be liable for any damage or losses sustained as a result of damage to any underground pipes, cables or wires unless caused by our negligence. If such damage or loss was caused by your failure to provide us with all pertinent, necessary and accurate information, you shall be responsible for such damage and losses, including such damage and losses and associated expenses and other costs incurred by us which are caused by your failure to provide us with such information.

## **9. Other important terms**

- 9.1 In certain circumstances you may have the right to cancel the contract under the Consumer Contracts Regulations 2013. Generally, owing to the way we do business, you will not have



a right to cancel but if you do have such right we will supply you under separate cover at the relevant time with certain pre-contract information.

- 9.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.3 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 9.4 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 9.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 9.7 These terms and conditions are governed by English law and you can bring legal proceedings in the English courts.