APPENDIX 3 STANDARD TERMS & CONDITIONS FOR TREE CONSULTANCY

The term ‘Company’ shall mean Bartlett Tree Experts Ltd
The term ‘Client’ shall mean person or persons who have authorized the contract
The term ‘Contract’ shall mean the formal agreement between the client and the company

1.0 CONDITIONS OF CONSULTANCY CONTRACTS

1.1 Contracts
All tree related contracts undertaken shall be confirmed on a written quotation under the company’s heading and logo and subject to the company’s standard conditions of contract for tree consultancy. In addition, all consultancy shall be subject to the objectives and limitations listed on that particular report. Variations to contract can only be accepted in writing, and added to the original quotation and/or report after the initial survey and inspection and at an extra cost. The company issues all quotations, and carries out all works and consultancy on the understanding that the client is fully insured with regard to third party insurance cover. This includes any injury or accident to staff or representatives of Bartlett Tree Expert Ltd arising from hazards on site. Bartlett Tree Expert Ltd issues all quotations, and carries out all consultancy works on the understanding that the client, as specified, is the current owner of the property, property or land, and has their permission to so act. In certain cases, we may require written proof of this fact along with a copy for our records.

1.2 Tree Surveys & Inspections
All surveys and inspections are based on an elementary visual inspection of each of the specified trees from the ground level. Each inspection details obvious tree defects and potential risks to the property and/or neighbouring properties, the client and/or the general public. Where applicable, trees that are beyond the property boundaries that may have a sphere of influence upon that property, will be included in the report.

1.3 Limits & Restrictions of Surveys & Reports
The consultant representative will advise the client as to the number of trees that are to be included in the report, and the fee involved, as soon as is reasonably possible. With certain reports, the client may wish to specify the tree(s) to be surveyed, and so vary the number of trees (refer to 1.4). In such cases Bartlett Tree Expert Ltd can accept no liability for trees that have not been inspected during the initial survey. All reports are based on the information available at the time of inspection. They are a snapshot in time of the tree(s) and their surroundings, and are closely related to the tree condition (structural integrity, health and safety). Alterations in site conditions such as further building/excavation, change of soil levels and drainage etc, could be detrimental to the general condition of the tree(s) and would invalidate the findings of the report. Future local climate trends cannot be predicted but may affect future tree management considerations. This report is valid for a period of 12 months. The presence of underground services will be noted where they fall within the current radius of the tree(s). If requested, such investigation will be undertaken by a specialist drainage contractor (refer to 1.10) at additional cost.

1.4 Standard Tree Inspection Report
This type of report is often referred to as a ‘Tree Surgeons Report’, or ‘Mortgage Report’. Our company’s Standard Tree Inspection Report includes a site survey and inspection of up to a maximum of 5 trees that may have a sphere of influence over the property. The report will include individual inspections and assessments of each tree specified, future management recommendations and a sketch map. If it is necessary for the report to encompass more than 5 trees, each additional tree will be charged at a rate of £45.00 per tree. Unless otherwise specified, the client should allow 5 full working days after the date of the site survey for completion of the report (Refer to Payment 1.16).

1.5 Tree Management Report
With large estates, or areas containing many trees (20+), this is often more cost effective method of inspection. This includes setting up a database of collected survey data, and incorporating it into a structured management plan covering a specified period. Trees can be managed individually or as groups with a view to health and safety, visual amenity and the overall impact on their surroundings. A preliminary site inspection will be necessary to ascertain the scope and scale of the survey and report. After which a written quotation, with a full survey and completion date, will be forward to the client.

1.6 Pre-Purchase Report
This is similar in format to the Standard Tree Inspection Report. This is a proactive service for estate agents, prospective and purchasers of properties, whereby selected properties with significant trees adjacent can be surveyed prior to showing, pre-empting requests for a report by mortgage lenders and insurance companies. Unless otherwise specified, the client should allow 5 working days after the date of the site survey for completion of the report (Refer to Payment 1.15).

1.7 Tree Evaluation
The ISCA plant valuation method or the Helliwell system of amenity tree assessment are used to determine a tree’s amenity value and it’s importance to the surrounding landscape. Using this system, a monetary value can be attached to each tree surveyed. This may be invaluable for the purposes of planning applications/appeals, litigation involving trees or can be used to identify underlying property values. An additional fee of £120.00 per tree will be charges for this service.
1.8 Insurance
The company and our associates are covered by £1,000,000 professional cover. This protects the company against potential claims made by its clients, for providing advice that may after examination have been deemed to be erroneous.

1.9 Soil Investigation
The physical relationships between the trees, the soil and the buildings/structures on the survey site are outside the scope of the reports detailed in section 1.4, 1.5 and 1.6. To facilitate it’s inclusion, the company would require the client to instruct us to call in outside specialist expertise to investigate the underlying soil/subsoil and plasticity index along with the foundation type and depth of any buildings/structures within a particular tree’s sphere of influence. This would of course incur additional cost and increase the completion time of the report. (Often this information is available within surveyors reports related to alleged damage to structures by tree roots.)

1.10 Sub-contractors
Employment of sub-contractors on behalf of the client shall be at the client’s own risk. Assistance, guidance and administration can be undertaken by the company, for a fee to be agreed between the company and client. Charges for specialist services shall be met directly by the client. Additionally, FA Bartlett are able to provide a wide range of arboricultural services.

1.11 Investigation and Planning Restrictions
Client should be aware that trees may be subject to local planning authority restrictions and/or deeds of covenant. Unless specifically requested, the company will not undertake investigation of their existence.

1.12 Measurements
All measurements are expressed in metres except for DBH (Diameter of trunk at Breast Height in millimeters). Due to the type of inspection (refer to 1.2 Tree Surveys & Inspections) all measurements for the height and crown radius of trees are approximate.

1.13 Map
A sketch map will only be included in the reports details in sections 1.4 and 1.5 (unless otherwise specified). This is to aid in identifying the position of trees, vegetation, buildings or other relevant structures. All locations on maps are approximate. If Ordnance Survey quality maps or plans are required these can be provided at a cost of £25-50 per plan/map.

1.14 Cancellations
Bartlett Tree Experts Ltd reserves the right to charge an amendment fee of 50% of the quoted price, should the client fail to arrange access to the site on the date and time specified. Should the report be cancelled after the site survey has taken place 100% of the quoted fee will be charged.

1.15 Payment
It is our company practice that all reports will be released on settlement of our fee. With reference to Tree Management Reports, Bartlett Tree Experts Ltd will raise an invoice on completion of the survey, allowing for payment to be sent and the report forwarded to the client. In the case of a Standard Tree Inspection Report this is often not practical due to the immediate nature of the service. These reports, accompanied with an invoice, will often be delivered by a courier if required at an additional cost TBA, and released on full settlement of the account. Reports required within the minimum time period will be subject to a surcharge of 20% of the quote fee.

1.16 Acceptance of Quotation
Bartlett Tree Experts Ltd understands that a client has accepted the company’s quotation and terms and conditions contained herein when contact is made with a representative of the company, and an initial survey date agreed. The client is to complete and return the company’s acceptance form, which acts as written acknowledgement that the client wishes the report to be carried out.

1.17 Safety at Work & Industry Standards
As a progressive company we are in touch with all research relating to arboriculture. All observations, recommendations and works are based on the current standards, in particular: BS 3998: 1989 (British Standard Recommendations for Tree Work); BS 5837: 2005 (Trees in Relation to Construction): A Risk Limitation Strategy for Tree Root Claims (unpublished: London Tree Officers Association): Arboricultural Advisory and Information Service (A.A.I.S) research notes, the Environmental Protection Act 1984 and the Control of pollution Act 1974. All tree safety, hazard and structural assessments undertaken during surveys or inspections either on single trees or multiples of trees, use the methodology set down in the F.A. Bartlett publication ‘Tree Risk Management’ (Smiley, Fraedrich, Hendrickson 2002), and Principles of Tree Hazard Assessment & Management (HMSO Lonsdale 1999) and as a basic, employ the VTA Methodology suggested by (Mattheck 1997). This format may be specifically detailed in text related to reports on single and smaller groups of trees but will be implicit for large scale surveys unless specified to the contrary by the client. In addition, all operations shall be undertaken in accordance with Government Health and Safety Regulations.

1.18 Amendments to Reports
Following the release of a report, if it becomes necessary to amend a report due to inadequate information not being provided prior to the report being completed, a £50.00 amendment fee will apply.

Bartlett Tree Experts Ltd reserves the right to change and/or revise any of the above Standard Terms and Conditions without notice. It is the clients’ interest to ensure they possess a current copy of Terms and Conditions, which the company will provide on request. E & O.E.