

Terms & Conditions

1. Definitions

The contractor: Macmillan & Mitchell Ltd and all staff employed directly and indirectly by the Company.

The client: the company or individual who commissions tree work and accepts a quotation.

The quotation: a written description of the work to be undertaken, the address, cost and client details .

The contract: the signed quotation forms the contact between the contractor and the client.

The works: as outlined in our quotation and in line with the arboricultural practices that comply with BS 3998

2. Quotations

Quotations are free and without obligation.

Quotations are valid for 30 days from the date specified on the quotation document, after which the contractor may draw up a new quotation and amend costs.

Quotations will include VAT.

3. Agreement

The client enters into an agreement with the contractor by signing and returning the quotation and/or confirming acceptance of the quotation in writing i.e text or email.

The Contractor commits to executing the work in line with the quotation and to the best of their ability using professional standard BS3998, and their knowledge, skills and experience whilst taking into consideration the instructions of the client.

The contractor will endeavour to leave the site clean and tidy. Some damage may be unavoidable, for example, sawdust on roofs and dents in grass.

The client accepts these terms and conditions by accepting a quotation and commissioning work.

4. Alterations or withdrawal of contract

If an appointment is cancelled by the client, 48 hours' notice must be given or the client will be subject to a charge of 25% of the value of the contract.

If the contract is cancelled by the client after work has begun, the client will be subject to a charge of 75% of the FULL value of the contract.

When the client has confirmed that they are satisfied with the work, the obligation of the contractor ends. If the work cannot be completed due to events beyond the control of the contractor, the client can either change the date or cancel the contract.

The contractor may cancel or postpone the work if a potential hazard arises, the weather makes it dangerous, or a wildlife habitat may be compromised.

5. Liability

The contractor is responsible for gaining permission for work from relevant councils. If a client cancels a contract after a planning application has been submitted by the contractor, a charge of £40 plus VAT will be levied. Where the client has obtained permissions for work on restricted trees, copies must be given to the contractor.

The contractor will take responsibility if damage occurs through their own negligence or substandard practice. The contractor is not responsible for damage to cables and services underground unless this has been discussed as part of the quotation.

Copies of the contractor's insurance and training certification information can be provided on request by the client

6. Your responsibilities

- Underground services: You must notify Macmillan & Mitchell of the position of any underground services crossing the site where the work is to be undertaken and provide a plan showing the locations of underground services. You agree to indemnify and hold harmless Macmillan & Mitchell for any damage to underground services as a result of negligence howsoever caused.
- Power lines, telephone and other cables: You must remove or cause to be rendered safe any power lines, telephone or other cables which may interfere with the work or which may cause injury or damage to any Macmillan & Mitchell employees or sub-contractors.
- Ownership: You must inform Macmillan & Mitchell if any of the trees, shrubs or hedges affected by or included in the service specification are not owned by you the appointing client.
- Neighbours: You must inform neighbours, where appropriate, of any specified work at boundary locations. You will be responsible for any claims resulting from such works.
- Where works are proposed to third party trees, i.e. 'neighbours trees', the contractor will require written confirmation from the tree owner (the neighbours) that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client's property then permission is not required but the neighbour should be advised as above.
- Any site alterations made after our initial inspection date that may affect operational logistics, such as new structures, garden ornaments, access may in turn affect the quotation provided. It is the responsibility of the client to inform us before work commences of any site alterations that may affect operational logistics that may add to the cost.
- Children and pets: it is the clients' responsibility to keep the working area free of children and pets.
- Site hygiene: We're unable to work on sites littered with dog or animal faeces. It's your responsibility to clear such mess before we arrive or incur an additional fee for cleaning or clear up on the day. If this is not possible you may incur a rebooking callout fee.
- Landlord Access: You must ensure that any tenants provide access to Macmillan & Mitchell on the scheduled date of work. In the event of Macmillan & Mitchell being unable to gain access you may incur a charge of 50% of the value of the proposed works.
- Permissions: It is your responsibility to ensure appropriate consent to carry out the specified work has been obtained.
- Waste material: Cuttings, wood, chippings etc may be removed as part of the service where specified. Waste remains the property of the customer until full payment for the service has been received. Failure to pay will oblige Macmillan & Mitchell to return waste material to the site of work.
- The client should provide parking permits where this is necessary or an alternative space close to the site. If a parking permit is not provided, the client will pay the resultant parking fines.

7. Stump Grinding

The contractor is not responsible for damage to cables and services underground unless this has been discussed as part of the quotation.

Stumps and buttress roots will be removed to 300mm below the soil next to the stump.

Lateral roots will not be removed. Debris from stump grinding will not be removed but will be used to fill the hole and left clean and tidy, unless this has been agreed in writing as part of the quotation.

8. Payment

Payment is due upon presentation of the invoice to the client (unless agreed otherwise) of the invoice date. Payment must be made by bank transfer or cheque as detailed on our invoice. If our invoice is to be paid by someone other than you (the client), you will remain responsible for the invoice until the third party has paid it. This is because you are our client and if the third party does not pay, we generally have no right to claim against that third party.