

TERMS & CONDITIONS

1.0 The Works

- 1.1 Hi-Line will carry out the Works:
 - 1.1.1 with reasonable skill and care; and
 - 1.1.2 in accordance with timeframes agreed from time to time with the Customer provided that any timeframes provided by Hi-Line are estimates only .
- 1.2 Hi-Line reserves the right to amend any methodologies and/or processes for the carrying out of the Works to the extent that the same are necessary to comply with the law, health and safety requirements and/or where, in Hi-Line's opinion, there is a material risk of damage to property.
- 1.3 Unless works and/or services are specifically set out in the Quotation under "Works" then they are excluded.
- 1.4 The Customer has the right to cancel the contract on written notice to Hi-Line not less than 72 hours prior to the agreed commencement date of the Works. In the event of such cancelation, costs may be proportionally incurred by the customer.
- 1.5 Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 1.6 All arisings (for example: twigs; branches; woodchips; logs; trunks; and foliage) will be removed from site and be the property of Hi-Line unless specifically stated otherwise in the Quotation.
- 1.7 If requested to do so in writing by the Customer, Hi-Line will check with the Local Planning Authority (LPA) whether the tree(s): are the subject of a Tree Preservation Order; or are located within a Conservation Area. The Customer shall be responsible for any costs incurred by Hi-Line as a result of carrying out such checks.
- 1.8 Hi-Line will advise the Customer as to whether, in Hi-Line's opinion, a Felling Licence may be required from the Forestry Commission (FC) or if any other permissions/consultations are required (for example, Natural England or the Environment Agency). The Customer shall be responsible for any costs incurred by Hi-Line as a result of liaising with such entities and of procuring any resulting permissions, licences and/or consents.
- 1.9 Where the Works are proposed to trees owned by a third party, Hi-Line will require written confirmation from the tree owner that the works are agreed and, where necessary , that access and egress is permitted over third party land. If the Works only apply to overhanging branches that can be pruned from within the Premises then permission is also required from the third party.
- 1.10 The Premises will be left generally 'clean, tidy and safe' but because of the very nature of the works including the production of wood dust, wood chippings, twigs, leaves and needles etc. and the traversing of site personnel it will not be as it was prior to commencement of the Works.
- 1.11 If the Works are spread over multiple days, the Premises will be left appropriately and safe and as agreed with the Customer beforehand.
- 1.12 Hi-Line will undertake the works in accordance with timeframes agreed with the Customer subject to any constraints imposed by ecological and wildlife legislation including, without limitation:
 - 1.12.1 Wildlife and Countryside Act 1981;
 - 1.12.2 Countryside and Rights of Way Act 2000; and/or
 - 1.12.3 Conservation of Habitats and Species Regs. 2012 (amendment).This is because the legislation requires Hi-Line to assess the impact of the Works and this may result in the Works being delayed as a result of nesting birds, roosting bats or similar being present.

2.0 Customer Obligations

- 2.1 The Customer:
 - 2.1.1 shall provide Hi-Line (including its' employees, consultants and sub-contractors) with such access and egress to and from the Premises as may be reasonably necessary to carry out the Works;
 - 2.1.2 confirms, by agreeing to these Terms and Conditions, that the Customer is the owner of the Premises and that the Customer owns or has the necessary rights over any routes of access and egress to, from and over the Premises;
 - 2.1.3 shall, save to the extent that Hi-Line has expressly agreed to procure the same, obtain and maintain any licences, permissions and consents which may be required for the carrying out of the Works in each case before the date on which the Works are to be carried out;

- 2.1.4 shall inform Hi-Line of the nature and location of any underground services prior to the commencement of the Works; and
- 2.1.5 must notify Hi-Line in writing of any unsatisfactory works within 48 hours of completion of the Works or relevant element of the Works.

3.0 Payment

- 3.1 In consideration for Hi-Line carrying out the Works, the Customer shall pay the Price to Hi-Line in accordance with the Quotation and this Clause 3.
- 3.2 The Price shall be paid by the Customer to Hi-Line in cleared funds within seven (7) days of the date an invoice from Hi-Line.
- 3.3 The Customer shall make payment to Hi-Line by:
 - 3.3.1 telephone payment by debit card: call 0333 45678 86;
 - 3.3.2 bank transfer to:
 - Account Name: Hi-Line Contractors SW Ltd
 - Account Number: 60267360
 - Sort Code: 30-80-37Including the 'Quotation Reference Number' set out above; or
 - 3.3.3 cheque made payable to Hi-Line Contractors SW Ltd;
- 3.4 All amounts quoted by Hi-Line and payable by the Customer are, unless expressly stated otherwise, exclusive of amounts in respect of value added tax (VAT) chargeable from time to time. The Customer shall, on receipt of a valid VAT invoice from Hi-Line, pay to Hi-Line any such additional amounts of VAT as are chargeable on the carrying out of the Works at the same time as payment is due for the carrying out of the Works
- 3.5 All amounts due under these Terms and Conditions shall be paid in full without any set-off, deduction or withholding (other than any deduction or withholding that is required by law).

4.0 Liability

- 4.1 Save for any limitation on liability that is not permitted by law:
 - 4.1.1 Hi-Line's aggregate liability whether in contract, tort (including negligence), or otherwise under and in relation to these Terms and Conditions and the carrying out of the Works shall be limited to five hundred thousand pounds sterling (£500,000); and
 - 4.1.2 Hi-Line shall not be liable to the Customer whether in contract, tort (including negligence), or otherwise under and in relation to these Terms and Conditions for consequential losses.
- 4.2 This Clause 4 shall survive the expiry or earlier termination of these Terms and Conditions.

5.0 Variation

- 5.1 No variation to the Quotation and/or these Terms and Conditions shall be valid unless it is in writing and signed by the Customer and Hi-Line.

6.0 Entire Agreement

- 6.1 The Quotation and these Terms and Conditions constitute the entire agreement between the Customer and Hi-Line and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and/or understandings between the Customer and Hi-Line, whether written or oral, relating to its subject matter.

7.0 Governing Law and Jurisdictions

- 7.1 The Customer and Hi-Line hereby agree that:
 - 7.1.1 the Quotation and these Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales; and
 - 7.1.2 the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claims (including non-contractual disputes or claims) arising out of or in connection with the Quotation and/or these Terms and Conditions.