

TERMS & CONDITIONS OF SALE

Definitions of Terms

1. OTS Ltd means Olivers Tree Services Ltd
The 'Client' means the person, firm or company purchasing the services from the OTS Ltd.
The 'Service' means the services which OTS Ltd is to supply to the client in accordance with these conditions.

General

1. OTS Ltd contracts on these conditions only, and acceptance by OTS Ltd of any order from a Client shall be upon these conditions and shall override any other terms and conditions stipulated or incorporated by the client in its order or in any negotiation. Variations or representations will only be binding on OTS Ltd if confirmed in writing by a Director of OTS Ltd.
2. All quotations and all matters arising out of or in connection therewith shall be subject to English Law and the parties hereby submit to the jurisdiction of the Courts of England.
3. No waiver by OTS Ltd of any breach of contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.
4. The parties agree to be bound by these conditions which they consider to be reasonable, If any clause of these conditions is held by any court or competent authority as invalid or unforeseeable in whole or in part the validity of the remainder to these conditions and of the remainder of the provisions in question shall not be affected thereby.
5. OTS Ltd shall be entitled to assign, sub-contract or sub-let the contract or any part thereof. The Client may not assign, sub-contract or sub-let the contract without the prior written consent of OTS Ltd.

Price & Quotations

6. Quotations for contracting services are for completing the work described overleaf. The price quoted is fixed price quotation and is based on OTS Ltd evaluation and does not include material price increases or additional labour and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Any additional work required must be authorised by the Client in writing or authorised on the appropriate job sheet, this additional work will be priced on an hourly basis.
7. Any quotations issued by OTS Ltd shall be valid for Ninety days. Thereafter OTS Ltd reserves the right to vary or cancel its position.
8. The price may change from time to time and OTS Ltd shall use reasonable endeavours to notify the client of any change.
9. All prices quoted are exclusive of Value Added Tax at the appropriate rate unless stated otherwise.
10. OTS Ltd shall invoice the Client in respect of the Services.

Supply of the Services

11. All tree work will be carried out in accordance with British Standard 3998:1989 – Recommendations for Tree Work.
12. OTS Ltd shall use reasonable endeavours to provide the Services in accordance with the Client's reasonable timing requirements, but shall not be liable for any delay in or late performance of the Services due to factors beyond its reasonable control. Time shall not be of the essence in the performance of the Services.
13. The Client shall examine the services immediately after delivery and within three days thereof the Client shall notify OTS Ltd of any defects in the services. The Client shall permit inspection of all such defective work by OTS Ltd. If OTS Ltd does not receive notice in accordance with this clause it shall be discharged from all responsibility and liability in respect of all defects which have occurred.

Client's rights and responsibilities

14. The Client shall be responsible for ensuring the accuracy of the terms of any order for Services submitted to the Client and for giving OTS Ltd all information in relation to the proposed Services as OTS Ltd may require to enable it to effectively perform the Agreement.
15. The Client shall be responsible for informing OTS Ltd of any permissions/restrictions obtained in respect of Conservation Areas and/or Tree Preservation Orders before work is due to be carried out. OTS Ltd reserves the right to contact the relevant Authority regarding any possible restrictions on the undertaking of the tree work.
16. The Client shall to the best of their knowledge inform OTS Ltd of any underground cables/pipes etc, which may affect the performance of the stump grinding machine.
17. The Client hereby fully indemnifies OTS Ltd against any and all claims, loss, damages, expenses or penalties arising as a result of the acts or omissions of the client or its employees or agents.

OTS Ltd rights and responsibilities

18. OTS Ltd will exercise reasonable skill, care and diligence in providing the Services.
19. OTS Ltd will hold all personal information in a secure environment. Please refer to our GDPR Policy for further details of our procedures.
20. OTS Ltd accepts liability for death or personal injury and property damage to the extent that it results from the negligence of OTS Ltd, its employees or agents. OTS Ltd also accepts liability for any other direct loss or damage caused or



incurred as a result of a material breach of this agreement by OTS Ltd, its employees or agents. Save as provided for in this clause 15, OTS Ltd shall be under no liability under this agreement for any other loss or damage whatsoever.

Payment of Services

21. Payment is due within 30 days from the date of the invoice.
22. In the case of overdue payment, without prejudice of any of OTS Ltd other rights, OTS Ltd may: a) Charge interest to the client on the amount overdue calculated on a daily basis at the rate of 4% above the Leading Banks base rate from time to time in force. b) Suspend further delivery of goods to the client. c) Suspend the clients account (if any) from further trading. When the client's account has been cleared in full any further trading with OTS Ltd will be done on an item-by-item basis until OTS Ltd is satisfied that the client is willing and able to comply with these conditions. d) Charge to the client all costs and expenses incurred by OTS Ltd in attempting to obtain payment from the Client.
23. All payments due from the client under these conditions shall be made without any set-off, deduction or deferment of any nature.
24. Notwithstanding the provisions of clause 16, upon the occurrence of any event under clause 20 any period of credit allowed for the buyer on any contract with OTS Ltd, whenever made, shall cease to apply and payment for all services shall be deemed to have become due forthwith on delivery.

Force Majeure/Client Default

25. OTS Ltd shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside its control including (but not limited to) Acts of God, War, Strike, Civil Commotion, work to rule or go slow, Overtime bans, Lock outs, Fire, Flood, Drought or inability to produce materials or articles except at increased prices due to any of the foregoing causes (and in these circumstances may suspend or cancel the whole or any part of the service). OTS Ltd shall endeavour to notify the buyer as quickly as reasonably possible if a force majeure ever occurs.

Termination

26. Without prejudice to the right of cancellation contained in clause 7, the client may not cancel the contract without the consent of OTS Ltd. If such consent is given, it is made on the express condition that the buyer shall indemnify OTS Ltd against all loss, damage claims or actions arising out of such cancellations unless otherwise agreed in writing.
27. OTS Ltd shall be entitled to cease provision of the Services to the Client upon written notice as set out below:
 - a) if any payment or part payment of the price is overdue by more than 7 days, upon 7 days notice;
 - b) If a receiver is appointed over the Client's property or assets or a winding up order is made against the Client or the Client goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting or makes arrangements or composition for creditors or commits an act of bankruptcy, immediately;
 - c) In the event of any actual, threatened or potential action against the Client or OTS Ltd as a result of any breach or alleged breach of the intellectual property rights of any third party arising in relation to the Services, immediately;
 - d) If the Client is in breach of any obligation under this agreement.
28. In the event of termination or cessation of all or part of the Services, under Clauses 24 or 25 (a) to (d) the Client shall be liable to pay that element of the price attributable to any Services carried out to the date of cessation, and the cost of any other matter (including materials) ordered to facilitate the provision of the Services which OTS Ltd cannot reasonably utilise at no loss to itself elsewhere. In the event of OTS Ltd exercising its right under clause 24 to cease provision of the Services the parties shall reach agreement as to the price to be paid in respect of the Services undertaken to that date, having regard to the nature of the Services, the elements undertaken and the benefit to the Client.
29. In the event of termination OTS Ltd is entitled to terminate the agreement by giving the Client at least one weeks notice in writing.