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17th April 2023

Ms Cat Radford
Clerk to Harberton Parish Council
c/o Little Cholwell
Harberton
Totnes
Devon
TQ9 7RZ

Dear Ms Radford

QUOTATION: Tree Condition Assessment of significant trees growing within the boundaries of Harbertonford Play Park and Harberton Playing Fields.

Task	Charge
<ul style="list-style-type: none">Undertake a ground based visual tree assessment of significant trees growing within the two sites listed above.Assess the risk of any tree defects identified using the Quantified Tree Risk Assessment (QTRA) system.All trees and groups of trees surveyed using negative recording.Prepare a written report detailing to outline:<ol style="list-style-type: none">General condition of trees.Any tree surgery works required to mitigate an un-acceptable level of risk.General management recommendations for the tree.Detailing if trees might need any follow up inspections where specialist decay detection may be required.Provide site map with location of trees and recorded in the report.Submit report in PDF format, via email.	£ 495
Subtotal	£495
VAT rate at 20%	£99
Total	£594

Additional Notes:

- Report and plans to be submitted electronically.
- Any aerial photographs or OS maps required will incur an additional charge.
- Amendments, advice and/ or additional site visits shall be charged at an hourly rate of £95.00 + VAT per hour plus mileage.

I hold Professional Indemnity Insurance with a limit of indemnity of £1,000,000.
Copies of certificates can be supplied on request.

I hope that the above quotation proves satisfactory to you; should you have any comments or queries, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read 'A. Kimberlee', is written over a light blue rectangular background.

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STANDARD TERMS AND CONDITIONS OF CONTRACT

Interpretation

"CLIENT" means the person named on the Quotation for whom the Contractor has agreed to provide the Specified Service in accordance with these Terms; "CONTRACT" means the Contract for the provision of the Specified Service; "CONTRACTOR" means Dartforest Ltd. "QUOTATION" means the quotation to which these Terms are appended; "SPECIFIED SERVICE" means the service to be provided by the Contractor for the Client and referred to in the Quotation

The Contractor

The Contractor agrees to perform the work in a competent manner and in accordance with good practice and known science as applied to arboriculture, as specified in the quotation, which forms part of this contract.

Report Inclusion

The report makes no reference to the possible effects of tree roots and shrinkable soils, and any possible effects on building foundations. A set of recommendations will be prepared regarding the future management of the trees.

Additional work

Where additional work is requested outside the original estimate it will be charged at the current hourly rate of £45.00 per hour, unless agreed otherwise in writing.

Hourly Rates

Day rates and hourly rates will be quoted on a man-hour basis and cover normal travel time in addition to time spent on site. Lunch breaks are normally ½ hour and not charged.

Complaints & Disputes

Any complaints arising from work performed under this Contract must be made within 7 days from the date of invoice, unless otherwise agreed in writing.

Disputes

Any disputes arising under these terms and conditions shall be determined by English Law.

Expiry of Quotation

The conclusions of this report will remain valid for two years from the date of the inspection, but any alteration or deletion from the report will invalidate it as a whole.

Cancellation and Notice of Right to Cancel (7 Day Cooling Off)

Under the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008, there is a seven day cooling off period in which to cancel any agreement made for the contractor to undertake the works. However, cancellation of work not received within 24 hours of the agreed start of the work date will be subject to possible charge for lost man hours. If you wish to cancel the contract within this period, please email aran@dartforesttrees.co.uk.

Payment

On completion of the Contract, an invoice will be submitted for the agreed sum. Unless otherwise agreed in writing, this invoice will fall due for immediate payment with full and final settlement required within 14 days from the date of service. Any late payments may incur a late payment charge and/or interest added to final sum, as allowed by English Law.

Completion of contract

Completion of contract is dependant on weather conditions. Work operations delayed by poor weather will be resumed as soon as conditions allow.

Insurance Cover

The Contractor will maintain a level of £1,000,000 Professional Indemnity Insurance throughout the Contract period.

Force Majeure

The report is valid only for typical weather conditions. Healthy trees or parts of healthy trees may fail in unusually high or unpredictable winds or violent storms and, as the consequences of such weather phenomena are unforeseeable, the contractor cannot be held liable for any such failures. The contractor will not be liable in damages or otherwise for non-performance of contract because of adverse weather conditions, strikes, lockouts, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, the Contractor retains the right in such circumstances to cancel the Contract in whole or in part. Completion dates shall be contingent upon weather conditions.

Data Protection Act

The Client's details will be held on the Contractor's computer database. The information will not be made available to external companies. For full details please see our Data Protection Policy located on our website www.dartforesttrees.co.uk

Legal

If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected. Law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the courts. No responsibility is assumed by the Contractor for legal matters that may arise from this report, and the consultant shall not be required to give testimony or to attend court unless subsequent contractual arrangements are made.