

Red Beard Services

Terms and Conditions



These Terms and Conditions apply to all tree work, gardening, and consultancy services provided by Red Beard Services ("the Company").

By engaging our services, the Client agrees to these Terms and Conditions.

1. Definitions

- 1.1. "Client" refers to the person, company, or organization requesting the services.
 - 1.2. "Services" means all tree work, gardening, stump grinding, consultancy, or related work provided by the Company.
 - 1.3. "Quote" refers to the written or verbal estimate provided by the Company for the Services.
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2. Quotations and Acceptance

- 2.1. All Quotes are valid for 30 days unless otherwise stated. Quotes include a detailed breakdown of work, materials, and any anticipated additional costs.
 - 2.2. Acceptance of a Quote constitutes acceptance of these Terms and Conditions. Acceptance may be verbal or in writing, including by email.
 - 2.3. The Quote is based on the information provided by the Client. Any changes to the scope of work, site conditions, or additional Services required may result in a revised Quote.
 - 2.4. The Company reserves the right to withdraw a Quote if the Client fails to accept within the specified time period or if unforeseen circumstances arise.
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3. Payment Terms

- 3.1. Payment is due within 7 days of the invoice date unless otherwise agreed in writing.
- 3.2. For projects exceeding £1,000, the Company may request a deposit of up to 25% prior to commencing work.



3.3. Late payments will incur a fee of 5% of the outstanding balance per month or part thereof. The Company may also seek legal remedies to recover unpaid amounts.

3.4. Additional costs arising due to access restrictions, unexpected site conditions, or unforeseen complications will be invoiced separately and must be paid within the agreed terms.

3.5. Payment methods accepted include bank transfer, cheque, or other agreed forms of payment. The Client is responsible for ensuring funds are cleared by the due date.

3.6. Red Beard Services is a VAT registered Company. Therefore, VAT will be applied at the current rate. The Client is responsible for paying the VAT amount alongside the quoted service costs. Red Beard Services will provide a VAT invoice upon request.

4. Cancellations

4.1. Cancellations must be made in writing (via email or letter) at least 48 hours before the scheduled service date.

4.2. If cancellation occurs within 48 hours of the scheduled service, the Client will be charged 50% of the quoted price to cover planning and resource allocation.

4.3. If the Company arrives on site and is unable to perform the Services due to access issues, lack of preparation, or the Client's failure to provide necessary information, the Client will be liable for 75% of the quoted price.

4.4. In the event of extreme weather or other conditions beyond the Company's control, the Company reserves the right to reschedule the work without penalty.

5. Stump Grinding

5.1. Stump grinding involves the mechanical removal of tree stumps to 150mm – 220mm below ground level. The Company does not guarantee the removal of all underground roots unless specifically agreed.

5.2. The Client must inform the Company of any underground services, such as pipes, cables, or drainage systems, prior to work commencing.

5.3. The Company is not liable for damage to underground services not disclosed by the Client. Any repairs to damaged services will be the responsibility of the Client.

5.4. Debris from stump grinding will be left on-site unless otherwise agreed. The Client may request removal or additional services at an extra cost.



6. Tree Consultancy

- 6.1. The Company offers tree consultancy services, including tree surveys and risk assessments.
- 6.2. Consultancy work is subject to a separate Quote and will be detailed in the scope of work.
- 6.3. All recommendations made by the Company are based on current industry standards, local regulations, and the Client's specific requirements.
- 6.4. The Company is not responsible for the implementation of consultancy recommendations unless separately agreed.
- 6.5. The Client is advised to share all relevant information, including property boundaries and legal restrictions, prior to the commencement of consultancy services.

7. Tree Work

- 7.1. Tree work includes pruning, felling, crown reduction, pollarding, and any other tree maintenance services specified in the Quote.
- 7.2. All tree work will be carried out in accordance with British Standard BS3998:2010 Tree Work - Recommendations.
- 7.3. The Company can obtain any necessary permissions for work on protected trees, such as those under Tree Preservation Orders (TPOs) or within conservation areas, on behalf of The Client. The Client must disclose whether such restrictions apply.
- 7.4. Tree work may cause minor damage to surrounding areas, including lawns or flowerbeds. The Company will take reasonable steps to minimize impact but accepts no liability for incidental damage.
- 7.5. Debris from tree work will be left on-site unless otherwise agreed. Additional charges will apply for waste removal.
- 7.6 All trees described in the Quote have been inspected from ground level only, and recommendations are based on this assessment. If a previously undetected defect is discovered during the work that poses a threat to public safety or property, the Company will notify the Client. The Client may agree to a variation of the Quote at an additional cost. If immediate action is required to ensure safety, the Company may proceed without prior agreement, and the Client will be responsible for the reasonable cost of such work.
- 7.7 If additional work is requested or required by the Client which is outside the original scope of work as described on the Quote, then an additional cost can be agreed on site, or an additional Quote can be prepared. Unless expressly agreed by the Company and Client, no additional works will be carried out.



8. Common Arboricultural Terms

- 8.1. Crown Reduction: The process of reducing the overall size of a tree's canopy while maintaining its natural shape.
- 8.2. Pollarding: A pruning technique involving the removal of the upper branches of a tree to promote dense foliage.
- 8.3. Tree Preservation Order (TPO): A legal protection for trees preventing unauthorized work. The Company will liaise with local authorities for necessary permissions.
- 8.4. Stump Grinding: The mechanical removal of a tree stump to below ground level, often using specialized machinery.
- 8.5. Deadwooding: The removal of dead, dying, or diseased branches to improve tree health and safety.
- 8.6. Arboricultural Survey: An assessment of trees on a property to evaluate health, safety risks, and legal compliance.
- 8.7. Mulching: The application of organic material around the base of a tree to retain soil moisture and improve nutrient availability.
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9. Health and Safety

- 9.1. The Company prioritizes health and safety and adheres to all relevant regulations, including The Health and Safety at Work Act 1974.
- 9.2. The Client must ensure the site is safe, accessible, and free from hazards such as pets, unsecured objects, or electrical risks before the work begins.
- 9.3. The Client must inform the Company of any known hazards, including but not limited to asbestos, unstable structures, and protected wildlife habitats.
- 9.4. The Company reserves the right to halt Services immediately if conditions are deemed unsafe for workers or the public. Services will resume once the safety issue is resolved.
- 9.5. The Client may be charged for delays caused by unresolved safety issues.
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10. Liability

- 10.1. The Company holds public liability insurance up to £5,000,000 and will provide evidence upon request.



10.2. The Company is not liable for:

- Damage to property or underground services not disclosed by the Client.
- Delays caused by weather, access restrictions, or unforeseen circumstances.
- Loss of plants and damage to any lawn/grass areas when undertaking large clearances or large tree removals. Reasonable measures will be taken to protect surrounding plant life.

10.3. The Company's liability is limited to the cost of the Services provided and excludes indirect or consequential losses.

11. Complaints

11.1. Complaints must be made in writing (via email or letter) within 7 days of the Service being completed.

11.2. The Company will acknowledge complaints within 3 working days and aim to resolve them within 14 working days.

12. Force Majeure

12.1. The Company is not liable for delays or non-performance caused by circumstances beyond its control, including extreme weather, natural disasters, accidents, or legal restrictions.

12.2. In such cases, the Company will communicate promptly with the Client and reschedule Services as appropriate.

13. General

13.1. These Terms and Conditions are governed by the laws of England and Wales.

13.2. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

13.3. The Company reserves the right to update these Terms and Conditions at any time. Clients will be notified of significant changes in writing.

By engaging Red Beard Services, you confirm that you have read, understood, and agreed to these Terms and Conditions.