



QUALITREE LTD

**QUALITREE LTD**  
**TERMS & CONDITIONS OF BUSINESS**  
Last Updated: January 2025

## 1. Introduction

Welcome to Qualitree Ltd. We are committed to delivering high-quality tree surgery services with a focus on customer satisfaction. These Terms & Conditions set out the contractual obligations of both parties. By accepting our quotation, you agree to abide by these terms.

## 2. Contract Formation & Cooling-Off Period

- Upon acceptance of our quotation (verbal or written), a **binding contract** is formed.
- A **14-day cooling-off period** applies. If you instruct us to start work within this period, you waive the right to cancel. Any cancellation within this period must be submitted in writing via email or postal letter.

## 3. Tree Preservation & Conservation Area Permissions


- Qualitree Ltd will check with the **Local Planning Authority** for any **Tree Preservation Orders (TPOs)** or **Conservation Area restrictions** before work begins.
- If additional permissions (e.g., Felling Licence from the Forestry Commission) are required, a fee may be charged for application processing.

## 4. Private Covenants & Property Restrictions


- Clients are solely responsible for ensuring that tree work complies with any **private covenants or property deed restrictions**.
- Qualitree Ltd will not investigate private restrictions on behalf of the client.


## 5. Neighbor Consideration & Access Requirements

- If work requires access to a neighboring property, clients must provide **written permission** from the property owner before work is scheduled.

0203 902 0618 

07935366936 

[www.qualitree.co.uk](http://www.qualitree.co.uk) 

[info@qualitree.co.uk](mailto:info@qualitree.co.uk) 

78A Godstone Rd, Whyteleafe, Surrey, CR3 0EB 



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## 6. Underground & Overhead Services

- Clients must provide **written notice** of any known underground services (pipes, cables, or utility lines) before work begins.
- Qualitree Ltd **accepts no liability** for damage unless a detailed underground plan is provided in advance.
- Any costs related to **power line removal** or similar obstructions are the client's responsibility.

## 7. Tree Planting & Transplanting

- All tree planting will be carried out in accordance with **BS8545:2014 (Trees: From Nursery to Independence in the Landscape)**.
- While Qualitree Ltd sources high-quality plants, **tree survival depends on post-planting care**, including watering and soil conditions.
- Qualitree Ltd **does not guarantee** tree survival unless an explicit maintenance agreement is signed.
- If a client requests tree transplanting, success rates depend on tree health, root establishment, and environmental conditions. Qualitree Ltd is **not liable** for failure post-transplanting.

## 8. Root Heave & Subsidence Advisory


- Qualitree Ltd is **not liable** for any **subsidence, heave, or ground movement** that may occur following tree work.
- Tree roots influence soil moisture levels, and their removal or reduction may cause shifts in the ground, potentially affecting nearby structures.
- Clients should seek independent advice from a **structural engineer or surveyor** if they have concerns regarding subsidence risks prior to tree removal.

## 9. Work Scheduling & Permits

- Work may require **local authority permissions** (see "Tree Preservation & Conservation Area Permissions" above).
- We will provide an **estimated completion date**, subject to weather and unforeseen conditions.
- The client is responsible for ensuring that work can proceed without access restrictions.

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## 10. Arrival Times & Scheduling

- Our team aims to arrive by **8:00 AM**, though exact times may vary depending on job complexity.
- For smaller jobs, we provide an **AM or PM appointment window**, rather than an exact arrival time.
- If unforeseen circumstances (such as traffic delays) occur, we will notify the client as soon as possible.

## 11. Client Responsibilities for Site Preparation


- Clients must ensure clear access to the work area, including **removing obstructions** such as garden furniture, vehicles, or other items.
- Pets should be **secured indoors** for safety purposes.
- If the site is not adequately prepared before arrival, additional charges may apply for delays or rescheduling.

## 12. Damage to Property & Protective Measures


- While we take **every precaution** to prevent damage, clients should take necessary steps to protect **walls, lawns, fences, and driveways**.
- If protective boards or measures are required, this should be discussed prior to the work being carried out.
- Qualitree Ltd is **not responsible** for minor wear and tear or unavoidable damage unless caused by negligence.

## 13. Client Sign-Off & Job Completion

- Once work is completed, the **Team Leader will request the client to sign off the job** to confirm satisfaction.
- Please do not sign off the job unless you are **completely satisfied** with the work performed.
- Any concerns should be raised **before signing**, so necessary rectifications can be made immediately.
- Once signed, the invoice will be issued within **7 days**, and payment is expected upon receipt.

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## 14. Additional Charges for Extra Work

- If unforeseen issues arise (e.g., **hidden obstructions, additional pruning requests**), these will be assessed and a revised quotation will be provided.
- Work beyond the agreed scope will not commence without **client approval** of additional charges.

## 15. Cancellation & Amendments

- **Cancellation Fees:**
  - More than **4 weeks' notice**: No fee.
  - More than **7 days, but less than 4 weeks**: 70% of the accepted quotation.
  - **Less than 7 days**: 100% of the accepted quotation.
- If work is canceled **after submitting a Tree Preservation Order (TPO) or Conservation Area application**, a **£150 administration fee** will apply.
- Any **changes to the contract** (e.g., additional work, unexpected conditions) will be re-quoted and agreed upon before proceeding.

## 16. Payment Terms & Late Payment Charges

- **Full payment is due upon completion** unless otherwise agreed in writing.
- Payments must be made via **BACS or cheque** (no credit cards accepted).
- An invoice will be issued within **7 days of completion**.

### Late Payment & Debt Recovery


- **Commercial Clients:** As per the **Late Payment of Commercial Debts (Interest) Act 1998**, overdue invoices will incur **8% interest plus the Bank of England base rate**.
- **Domestic Clients:** Interest of **4% above the Bank of England base rate** will apply.
- If payment remains outstanding, Qualitree Ltd reserves the right to escalate the matter to a **debt collection agency or legal proceedings**, with all additional recovery costs being charged to the client.

## 17. Complaints Procedure

- If you are dissatisfied, please contact us **within 7 days of completion**. We will investigate and address concerns promptly.

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Broadway Hall  
Horsforth  
Leeds  
LS18 4RS

Tel: 44(0)113 259 3560  
enquiries@arborisk.co.uk

**Qualitree Ltd**

We confirm details of our client's insurance programme below:

Business Description: Arboriculturalists

**Employers Liability**

Insurer: Aviva Insurance Limited  
Policy Number: ARB/51607681/003051  
Renewal Date: 08/06/2025  
Limit of Indemnity: £10,000,000 any one occurrence

**Public/ Products Liability**

Insurer: Aviva Insurance Limited  
Policy Number: ARB/51607681/003051  
Renewal Date: 08/06/2025  
Limit of Indemnity: £5,000,000 any one occurrence in respect of public liability; any one occurrence and any one period of insurance in respect of products liability

**Hired in Plant**

Insurer: Aviva Insurance Limited  
Policy Number: ARB/51607681/003051  
Renewal Date: 08/06/2025  
Sum insured: £100,000

Date: 31/05/2024

Signed for and on behalf of Arborisk

Yours sincerely

**The Arborisk Team**

Email : [enquiries@arborisk.co.uk](mailto:enquiries@arborisk.co.uk)

Phone: 0113 259 3560

The policy includes an indemnity to principals clause.

***This letter is issued as a matter of information only and confers no rights upon the recipient of this letter other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policy or policies as described herein.***

***Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy described herein is subject to all terms, conditions or exclusions of such policy.***

# Certificate of Registration under the Waste (England and Wales) Regulations 2011

## Regulation authority

Name	 Environment Agency
Address	National Customer Service Centre 99 Parkway Avenue Sheffield S9 4WF
Telephone number	03708 506506

The Environment Agency certify that the following information is entered in the register which they maintain under regulation 28 of the Waste (England and Wales) Regulations 2011.

## Carriers details

Name of registered carrier	Qualitree Ltd
Registered as	A lower tier waste carrier, broker and dealer
Registration number	CBDL379115
Address of place of business	78A GODSTONE ROAD WHYTELEAFE CR3 0EB
Telephone number	07935366936
Date of registration	11 March 2021

## Making changes to your registration

Your registration will last indefinitely so does not need to be renewed but you must update your registration details if they change, within 28 days of the change.