



[Home](#) [Terms and Conditions](#) [About](#) [Services](#) [Contact](#)

These Terms and Conditions govern your use of the services provided by MGT Forestry & Arboriculture ("the Company"). By hiring the Company for services, you accept these Terms and Conditions in full.

[Download the PDF version here.](#)

## Introduction

The Company provides forestry and arboriculture services. The scope and nature of the services to be provided will be agreed upon in writing before work commences.

In consideration of the sums payable by the customer ("the customer"), the Company agrees to undertake the work specified for the customer on the following terms and conditions:

- |   |  |
|---|--|
| <b>1. Governing Law</b>                   | These Terms and Conditions are governed by and construed in accordance with the laws of the United Kingdom.  |
| <b>2. Changes to Terms and Conditions</b> | The Company reserves the right to modify these Terms and Conditions at any time. Any changes will be posted on our website and will take effect immediately.   |
| <b>3. Right to Cancel</b>                 | The customer has the right to cancel this contract within 14 days without giving any reason; the cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, the customer must inform Mr M Tough, MGT Forestry & Arboriculture, Allathan, Udney, Ellon, Aberdeenshire AB417PR of their decision to cancel this contract by a clear statement e.g. a letter sent by post, fax or email. The customer may also complete and return the cancellation notification form found at the end of these t&c, but this is not obligatory. To meet the cancellation deadline, it is sufficient for the customer to send a communication concerning your exercise of the right to cancel before the cancellation period has expired. |
| <b>4. Effects of</b>                      | If the customer cancels this contract, the Company will reimburse the customer all payments  |



[Home](#)   [Terms and Conditions](#)   [About](#)   [Services](#)   [Contact](#)

## 5. Performance of Services during the Cancellation Period

If the customer has requested to begin the performance of services during the 14 day cancellation period and wishes to cancel, the customer shall pay the Company an amount which is in proportion to what has been performed until the customer has communicated their cancellation from this contract, in comparison with the full coverage of the contract. A right to cancel will be lost if a request for the service to start during the 14 day period is made and the work is fully completed within that period.

## 6. Prices and Quotations

The price payable for the work and any goods supplied by the Company will be the price as quoted by the Company ("the quotation"). The quotation will only be valid for sixty days from the date stated on the quotation in writing.

6.1 The quotation is based on the condition of the site where the work is to be completed at the time the quotation is prepared. If the condition of the site changes before the work starts, the Company will advise the customer in writing and will be entitled to charge for any additional work involved with dealing with the change of condition of the site.

6.2 If the customer requires a variation in the work or requires additional work to be undertaken, the Company and the customer will agree a revised quotation of the work and the customer's written agreement to the revised quotation will constitute an agreement to carry out any additions or variations to the work on these terms and conditions.

## 7. Payments

Subject to these terms and conditions, payment for all of the services of the Company must be made in full within 30 days of the date stated on the issued invoice. All payments will be made in full without any set-off and without any deductions. Any sums payable by the customer will be exclusive of any VAT which may be chargeable. VAT will be payable in addition to any sum or sums payable for the work on delivery of a valid VAT invoice.

## 8. Liability

The Company is not liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever that arise out of or in connection with the use of our services.

8.1 Any goods supplied to the customer will remain the property of the Company until the goods have been paid for in full by the customer, but risk of damage or loss to goods will pass to the customer on delivery or deemed delivery to the customer.



[Home](#)   [Terms and Conditions](#)   [About](#)   [Services](#)   [Contact](#)

## 10. Customer's Obligations

The customer must:

10.1 Notify the Company of the position of any underground services crossing the site where the work is to be undertaken and provide a plan showing the exact locations of underground services. Unless the customer complies with 10.1, the Company will not be liable for any damage to underground services as a result of negligence howsoever caused and the customer will indemnify, keep indemnified and hold harmless the Company from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss, damages, claims, demands, proceedings or legal costs and judgements which the Company incurs or suffers as a result of damage to underground services.

10.2 Remove any power lines, telephone or other cables which may interfere with the work or which may cause injury or damage to any of the Company's employees or sub-contractors.

10.3 Inform the Company if any of the trees affected by the proposals are not in the ownership of the appointing Client.

## 11. Company's Obligations

The Company will:

11.1 Take all reasonable precautions to prevent damage to gates, fences, walls and paths on the site where the work is undertaken, but does not accept responsibility for damage caused to the site, which occurs in the proper and reasonable execution of the work.

11.2 Supply all trees, shrubs, plants and other materials in good condition and of a quality consistent with the standards either specified by the customer or stated in the quotation.

11.3 Ensure affected trees will be subject to a Local Authority search to establish the presence of Tree Preservation Orders or Conservation Area designations both of which afford them legal protection. Please note, if the Company undertakes the necessary application/notification an appropriate administrative charge of £25 may be incurred. Similarly a charge may be incurred for obtainment of a Forestry Commission felling licence if required. The Company will not be liable for:

11.4 Any subsequent maintenance to the site following completion of the work unless this is specified in the quotation.

11.5 For the replacement of any trees, shrubs or plants which fail to take due to adverse weather condition, vandalism or damage to or lack of care by the customer or for any other cause unless the failure was due to the Company's negligence.

11.6 For the death of a tree owing to heavy reductions / pollarding, even when this is a repeat operation.

## 12. Claims and Complaints

Any claim or complaint made by the customer must be made in writing and must be made within 30 days from the date the work is completed. Claims or complaints should be sent to: MGT Forestry & Arboriculture, Allathan, Udney, Ellon, Aberdeenshire, AB417PR



**MGT  
Forestry &  
Arboriculture**  
saving the world one day at a time

[Home](#)   [Terms and Conditions](#)   [About](#)   [Services](#)   [Contact](#)

contractors, breakdown of plant or machinery or any other acts, events or omission beyond the control of the Company.

**14. Insurance**      The Company will maintain Public Liability insurance cover in the sum of £5,000,000.

**15. Sub-contracting**      The Company may sub contract any or all of its rights and obligations to do the work under these terms and conditions.

**16. Work Standard**      All works are to be completed in accordance with British Standard 3998: Recommendations for tree work, where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point. Sites will be generally left "clean, tidy and safe" but because of the very nature of works, including the production of wood dust, wood chippings etc sites may not be as it was prior to commencement of works.

**17. Stump-grinding**      Stump-grinding will be to a depth of 150/200/250/300mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified.

**Cancellation of Contract Notification:**      To MGT Forestry & Arboriculture, Allathan, Udney, Ellon, Aberdeenshire, AB417PR. Email: [info@mgtrees.co.uk](mailto:info@mgtrees.co.uk)