TD Tree & Land Services Ltd
TERMS AND CONDITIONS

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.2 "Customer" means any person who purchases Goods and Services from the Supplier;

1.3 "Goods" means the articles specified in the Proposal;

1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;

1.5 "Services" means the services specified in the Proposal;

1.6 "Supplier" means TD Tree & Land Services Ltd of Platform 1, Station Rd, Duns. Berwickshire. TD11 3HS

1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 12 weeks.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.

3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.

4.2 Payment of the price shall be in the manner specified in the Proposal.

4.3 If the Customer fails to make any payment within 14 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 15.00% per month on the outstanding amounts.

5 DELIVERY

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

5.2 All risk in the Goods shall pass to the Customer upon delivery.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

7.1 co-operate with the Supplier;

7.2 provide the Supplier with any information reasonably required by the Supplier;

7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer unless previously agreed that this will be the responsibility of the Supplier; and

7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

7.5 notify the supplier of any underground services which may be present on the work site including any private access routes to the site.

7.6 remove any furnishings or equipment from the work site and access routes which may be liable to damage during the works.

7.7 ensure that any request by the supplier detailed on the Proposal is carried out by the agreed date for commencement of works.

8 SUPPLIER'S OBLIGATIONS

8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

8.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

8.4 In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 2 years from the date of delivery.

8.5 The Supplier provides the following guarantee(s) in relation to the Services carried out:

* all tasks will be carried out by individuals qualified to perform those tasks.

9 CANCELLATIONS AND REFUNDS

9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 14 days of delivery and the Customer shall be entitled to replacement Goods or a full refund.

9.2 The Customer may cancel an Order by notifying the Supplier in writing at the address above within 14 days of placing an Order and any deposit paid will be refunded in full.

9.3 If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.

10 LIMITATION OF LIABILITY

10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.

10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

10.4 The supplier shall not be liable for any damages to the interior of any dwelling used as an access route to the work site.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.