

These terms and conditions apply on your acceptance of a Quotation for Consultancy Services. In conjunction with an instruction to proceed from you, they constitute the contract between us. In the case of any conflict between this document and terms contained in a purchase order, these terms shall take precedence unless otherwise expressly agreed in writing.

1. Definitions

1.1 In these conditions the following definitions shall apply:

1.2 “Agreement” means the contract for the provision of Consultancy Services made between the Client and the Consultant to the exclusion of any other terms and conditions.

1.3 “Client” means the individual or organization issuing instructions to the Consultant to perform the Consultancy Services.

1.4 “Consultant” means Chaucer Consultancy Services Limited, trading as Chaucer Landscape Management.

1.5 “Consultancy Services” means the services to be provided to the Client by the Consultant. The particulars of these services are set out on the Agreement Form.

1.6 “Consultancy Charges” means the charges specified in a Quotation together with any additions or deductions which may be agreed in writing.

1.7 “Data Protection Legislation” means the Data Protection Act 2018, the General Data Protection Regulation (Regulation 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003, each as amended from time to time, and any applicable UK legislation that modifies, implements, or applies them.

1.8 “Purpose” means the Client’s objective in securing the Consultancy Services.

1.9 “Quotation” means the offer provided by the Consultant for the performance of the Consultancy Services,

1.10 “Variation” means any reasonable alteration, omission or addition required by the Client. The Consultant will notify the Client, in writing, of the impact this will have in terms of time, cost and practicality. The Consultant will then only proceed upon written approval from the Client.

2. Consultant’s Obligations

2.1. The Consultant shall exercise all reasonable skill, care and diligence in providing the Consultancy Services and any agreed Variations.

2.2. The Consultant shall procure and maintain professional indemnity insurance with a reputable provider. The Consultant shall provide evidence of such cover if required by the Client.

2.3. The Client acknowledges that the Consultancy Services are provided by the Consultant as an independent contractor and no relationship of employee/employer or agency arises with the Client.

2.4. The Consultant undertakes to maintain records of the Consultancy Services provided for a minimum period of two years from completion of the Consultancy Services. The Consultant shall provide copies upon the Client's request. The records shall be stored in accordance with Data Protection Legislation.

2.5. The Consultant acknowledges that as a Professional Member of the [Arboricultural Association](#), it is bound by the Association's codes of conduct and codes of ethics for the duration of the Agreement.

3. Charges and Terms of Payment

3.1. Unless otherwise agreed in writing, the Consultancy Charges shall be paid within 10 days of the date of invoice.

3.2. If additional costs or delay is directly caused by discrepancies, errors or omissions in information supplied by the Client, the Client shall reimburse the Consultant accordingly.

3.3. If the payment of any due sum is delayed, the Consultant shall be entitled to charge daily interest at the rate of 4% above the base rate of the Bank of England on the overdue amount. Alternatively/in addition, the Consultant shall also be entitled to and/or suspend further performance of the Consultancy Services.

3.4. If any part of an invoice is disputed or queried by the Client, the Client shall notify the Consultant no less than 5 days prior to the due date of payment. The payment of any undisputed part of the invoice shall not be delayed.

4. Limit of Consultant's Liability

4.1. If any part of the Consultancy Services is performed negligently or is in breach of the provisions of this Agreement, the Client can ask the Consultant to re-perform the relevant part of the Consultancy Services subject to clauses 4.2 and 4.3 below (providing the request is made within six months of the date of completion of the Consultancy Services).

4.2. Except in the case of death or personal injury caused by the Consultant's negligence, the Consultant's liability under this Agreement shall not exceed the greater of the Consultancy Charges or the amount recoverable under the Consultant's professional indemnity policy (if applicable). This shall be the case whether arising in contract tort breach of statutory duty or otherwise.

4.3. The Consultant shall not be liable for any indirect or consequential loss or damage, or expenses incurred by the Client. This includes but is not restricted to any economic loss, loss of profits turnover, business or goodwill.

4.4 Limited Warranty – the Consultant warrants that the services will be provided with due care and skill commensurate with a Professional Member of the Arboricultural Association. Recommendations contained in the Consultant’s reports are subject to the conditions stated in such reports and do not constitute a warranty that trees will not fail, whether or not recommended works are undertaken in accordance with the advice provided.

5. Access

5.1. The Client shall arrange for or grant the Consultant access at all reasonable times to such premises as may be necessary for the provision of the Consultancy Services.

6. Termination

6.1. If either party is in breach of its obligations and fails to remedy such breach within 14 days of receiving written notice, then the Agreement may be terminated by the party not in default. This will occur without prejudice to the accrued rights of the parties.

6.2. If either party shall:

- become insolvent.
- become bankrupt.
- have a receiving or administration order made against it.
- or compound with its creditors or commerce winding up (save for solvent amalgamation or reconstruction).

Then the other party shall be at liberty to terminate the Agreement forthwith. Any such termination must be made in writing.

7. Confidentiality

7.1. The parties shall keep confidential all information of the other party whether marked as confidential or not. This shall apply when obtained under or in connection with the Purpose. Neither party shall disclose the same to any third party save with the prior written consent of the other party and such disclosure shall be bound by the same provisions as detailed in this Agreement. The provisions of this clause shall survive termination of the Agreement and continue to apply for a period of two years thereafter.

7.2. The provisions of clause 7.1 shall not apply to:

- information in the public domain (otherwise than by breach of this clause).
- information obtained from a third party who is free to divulge the same
- confidential information that is required to be divulged by law.

8. Intellectual Property

8.1. Unless otherwise agreed in writing, all intellectual property rights arising out of the provision of the Consultancy Services shall vest in the Consultant. Subject to the Consultant having been paid all sums due under the Agreement, the Consultant shall grant the Client a worldwide non-exclusive non-transferable royalty free licence to use the intellectual property in connection with the Purpose.

9. Force Majeure

9.1. Neither party shall have any liability for delay or failure in performance which result from circumstances beyond the reasonable control of that party. If this occurs, the party affected by such circumstance shall notify the other party. If such circumstance continues for a period of more than three months, either party may terminate this Agreement by written notice.

10. Dispute Resolution

10.1. Any dispute or difference which cannot be amicably resolved between the parties shall be subject to resolution in accordance with 10.2. and 10.3.

10.2. where the Client complains of unethical or unprofessional conduct on the part of a Consultant who is a member of the [Arboricultural Association](#), such complaint shall be referred to and resolved under the provisions of the [Arboricultural Association Code of Conduct](#); and

10.3. all other disputes or differences shall be referred to the non-exclusive jurisdiction of the courts of England and Wales.

11. Third Party Rights

11.1. No term of this Agreement is intended for the benefit of any third party. The parties do not intend that any term of this contract shall be enforceable by a third party either under the Contracts (Third Parties) Act 1999 or otherwise.

12. Governing Law

12.1. This contract shall be governed by and construed under English law.