

The Living Forest Limited

Terms and Conditions 2023

Our terms and conditions are important and we ask that you keep a copy for your records.

Should you have any unresolved queries, require further information or fail to be completely satisfied with our work please ring us and we will deal with the matter immediately. Your query or complaint will be dealt with in accordance with our Complaints Policy, a copy of which can be provided on request.

1. Definitions

For the purpose of these terms and conditions the following words shall have the following meanings:

(a) "The Company" shall mean The Living Forest Limited of 1 Turnden Cottages, Hartley Road, Cranbrook, TN17 3QR, registered at Companies House under Company Number 3547611 (b) "The Customer" shall mean the person or organisation for whom the Business agrees to carry out works and/or supply materials. The Operative shall mean the representative appointed by the Business.

2. Discretion to Accept or Reject Work

The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of the Company at its absolute discretion.

3. Written Estimate

All written cost estimates are without obligation and subject to VAT at the prevailing rate. Estimates are valid for three months from their date of issue, after which time the Company is entitled to draw up a new estimate/amend costs.

After the Customer instructs the Company to carry out the works (either orally or verbally) the Company reserves the right to revise the estimate in the event of:

- a. Amendments to works required prior to arriving on site, or
- b. Changes in site / ground conditions since the original visit, or
- c. Additional works requested / required whilst on site.

The Company shall only be bound by estimates given in writing to the Customer and signed by an authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

4. Cancellation

The Customer has the right to cancel the contract during the 14-day "Cooling off period", from the date of acceptance. The cancellation must be in writing. In the event of cancellation at short notice then the Customer may be liable for any reasonable related expenditure incurred.

5. Invoices & Payment

Payment for each amount invoiced becomes due when the Customer receives the Company's invoice. Payment shall be made by the Customer within 14 days of the due date. If the Customer is a business profession or local authority, payment shall be made within 30 days of the due date.

6. Fixed Dates/Times

Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operatives shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operatives or for the late or non-delivery of materials.

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7. Delay

The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of the time for performing such obligations.

8. Notification for Remedial Works

If the Company has carried out the works and the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 14 days to the Company and shall afford the Company and its insurers the opportunity of inspecting such works and carrying out any necessary remedial works if appropriate. The Customer accepts that if she/he fails to notify the Company within 14 days from the date the work was carried out, the Company shall not be liable in respect of any defects in the works carried out.

9. Company Liability

The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

The Company shall not accept liability for any damages to underground services that were not advised of by the Customer prior to commencement of the works.

10. General Data Protection Regulation (GDPR)

The Company is committed to ensuring that the privacy of the Customer is protected, in accordance with GDPR. To enable the Company to establish and fulfil a contract or agreement with the Customer and provide the Services, the Company will need to retain the personal information supplied by the Customer. By accepting the written cost estimate and/or entering into a formal agreement or contract with the Company, the Customer agrees to the Company processing and retaining the Customer's personal information for a reasonable period, in accordance with the Company's Privacy Notice.

The Customer's personal information will only be processed and retained for the provision of the services and will not be passed on to any third parties for marketing purposes. The Customer may request a copy of the Company's Privacy Notice by emailing to info@thelivingforest.co.uk.