TERMS AND CONDITIONS OF ENGAGEMENT

DEFINITIONS

Company: Beyond the Bark Ltd.
Client: The individual or entity who authorises the contract.
Owner: The individual with ownership of and/or responsibility for the tree(s).
Contract: The formal agreement between the Client and the Company.

1.0 CONDITIONS OF CONSULTANCY CONTRACTS

1.1 Contracts

All consultancy contracts shall be confirmed in writing by a formal quotation in accordance with the Scope of Work provided by Beyond the Bark Ltd. Variations to the contract will only be accepted in writing and may incur additional costs and therefore an amendment to the quote.

Beyond the Bark Ltd will conduct all consultancy work on the understanding that the client has the authority to authorise the work.

1.2 Tree Surveys and Inspections

Unless otherwise stated, surveys will consist of visual assessments from ground level. Tree surveys will document observable tree defects and potential risks to property, neighbouring properties, the Owner, and the public. Where applicable, trees outside the Owner's ownership boundaries with a potential influence on the survey area will be included. This will be detailed in the Scope of Work provided with the quote prior to work commencing.

Tree inspections or internal investigations (such as tomography, or microdrilling) will be carried out strictly in accordance with the specifications provided in the Scope of Work. Any variations to the agreed Scope must be confirmed in writing, and the revised cost will be set out in an amended quotation issued to the Client prior to additional work being undertaken.

1.3 Limitations & Validity of Reports

Reports are based on conditions observed at the time of inspection and may be impacted by subsequent changes (e.g., construction, excavation, or changes in soil and drainage). Reports are valid for 12 months from the date of inspection. Underground

services will be noted if they fall within the anticipated rooting radius of the tree(s).

Reports are typically completed within 10 working days from the site survey date.

1.4 Planning and Legal Restrictions

Clients should be aware of any local authority planning restrictions affecting trees. Beyond the Bark Ltd will usually investigate such restrictions as part of the consultancy process.

1.5 Cancellations

Beyond the Bark Ltd reserves the right to charge 50% of the quoted fee if the Client fails to arrange access as required and set out in the Scope of Work. Cancellations made after the site visit will incur a charge of 75% of the quoted fee.

2.0 PAYMENT TERMS AND LATE PAYMENT PROVISIONS

2.1 Release of Reports

Final reports will not be released until the invoice has been settled in full.

2.2 Payment Terms

Invoices are due and payable within 7 days of the invoice date.

2.3 Payment Method

Please note that we do not accept cheques as a method of payment. All payments must be made via BACS (Bank Automated Clearing System) transfer or Card Payment.

2.4 Late Payment of Commercial Debts Act

If payment is not received within 7 days, Beyond the Bark Ltd reserves the right to charge contractual interest at 8% above the Bank of England base rate, accruing daily from the due date until payment is received.

This contractual right is in addition to, and not in substitution for, the Company's statutory rights under the Late Payment of Commercial Debts (Interest) Act 1998, which allows statutory interest and compensation to be claimed after 30 days where no shorter payment term is agreed.

2.5 Fee Quotations

Quotations are valid for three months unless otherwise stated and typically include travel expenses unless otherwise specified but exclude reports from other specialists, which will be charged additionally.

3.0 PROFESSIONAL STANDARDS AND LIABILITY

3.1 Insurance

All work is covered by Professional Indemnity insurance up to £1 million.

3.2 Liability

Beyond the Bark Ltd accepts no liability for advice given based on unverified third-party information.

3.3 Health and Safety

Fee quotations are based on information provided by the Client. Additional hazards identified may result in revised quotations.

3.4 Compliance with Standards

All observations and recommendations adhere to industry standards, including BS3998 and BS5837, where necessary, as well as relevant arboricultural research and safety methodologies.

3.5 Amendments to Reports

After the report's release, if amendments are required due to incomplete information, an amendment fee of £50.00 will apply.

4.0 GENERAL CONDITIONS

4.1 Confidentiality

Reports and documents are treated as confidential between Beyond the Bark Ltd and the Client unless agreed otherwise.

4.2 Jurisdiction

Contracts are governed by the laws of England and Wales.