



HALLWOOD ASSOCIATES

ARBORICULTURAL AND WOODLAND CONSULTANTS

Terms of business (January 08)

Fee agreement

The majority of our instructions proceed following written acceptance by the client of fixed price or estimated fees proposals. Quotations are valid for 28 days from the date of quotation.

Time charging

In the absence of a specific fee agreement, work undertaken for any client, however instructed, will be billed at our hourly rates, currently this stands at £42.00.

Confirmation of Instructions

No work will be undertaken on a project until instructions are confirmed in writing (including by email), to include agreement to these our terms of business.

Incidental expenses

All expenses responsibly incurred whilst discharging our instructions are rechargeable at cost, unless otherwise notified. Chargeable expenses include mileage outside of the Essex county boundary at 49 pence per mile, accommodation and subsistence at our discretion (fixed rates generally apply and will be notified in advance). Report copy charges apply at £22.00 – £80.00 per copy, depending on length and complexity of the document concerned.

Billing policy

The client shall pay the consultant his fee for the report regardless of any outcome. Payment in full of the total amount due must be paid within 28 days of invoice and the consultant shall be entitled to charge interest both before and after any judgement of the amount unpaid, at the rate of 10% per month from time to time, until payment in full is made (a part of the month shall be treated as a full month for the purpose of charging interest). No discount nor retention or set off against the same due is allowed unless previously agreed by the consultant in writing. The report is valid from the date of the report for one year following the receipt of payment in full for the services provided. We reserve the right to submit monthly invoices for ongoing projects. Our billing unit is per half hour (except for consultancy emails, see below). Telephone calls and emails of an administrative nature are not charged for. Consultancy emails and telephone calls are chargeable pro rata (in fifteen minute units), though this is generally waived unless the traffic weight is high. The fee for any report must be paid in full prior to the report being released.

The consultant

The consultant will carry out such work with the skill, care and diligence that can be reasonably expected of a competent arboricultural consultant, always bearing in mind the limitations of the inspection. The consultant will inspect as much of the land and trees as is practicable given the scope of his instructions and the fee charged. He will be under no obligation to inspect those areas which are unexposed or not readily accessible. The consultant reserves the right to refuse work(s) if a conflict of interest arises or is identified. The contract between the client and consultant shall be governed by the laws of England. Any dispute arising out of or in connection with the contract between client and consultant shall be referred to the arbitration or a single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application by either party to the Arboricultural Association.

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