



## Terms and Conditions

### 1. Interpretation:

'CLIENT' the person named on the fee proposal for whom the Consultant has agreed to provide the specified service in accordance with these terms.

'CONTRACT' means the contract for the provision of the specified service.

'CONSULTANT' means Fulford-Dobson Associates Ltd

'QUOTATION' means the quotation to which these terms are appended.

'SPECIFIED SERVICE' means the service to be provided by the supplier for the client and referred to in the quotation.

2. **Fee agreement:** Instructions will proceed following written acceptance, by e-mail or surface mail from the client or agent, of fixed price or estimated fee proposals. Quotations are valid for 28 days from the date of quotation.
3. **Time charging:** In the absence of a specific fee agreement, or for additional work beyond the original client brief for any client, however instructed, this will be billed at our hourly rates.
4. **Confirmation of Instructions:** No work will be undertaken on a project until instructions are confirmed in writing by e-mail or surface mail, and must include agreement to these our terms of business.
5. **Incidental expenses:** All expenses responsibly incurred whilst discharging our instructions are rechargeable at cost, unless otherwise notified. Chargeable expenses include mileage at 65 pence per mile, accommodation and subsistence at our discretion (fixed rates generally apply and will be notified in advance). Additional report copy charges apply at £12.00 – £30.00 per copy, depending on length and complexity of the document concerned.
6. **Payment:** The client shall pay the consultant his fee for the advice/report regardless of any outcome. Payment in full of the total amount due must be paid within **30 days (commercial) OR on receipt (domestic)** of invoice, unless an extension is agreed in advance. The consultant shall be entitled to charge interest both before and after any judgment of the amount unpaid, at the rate of 5% per month above the base rate from time to time, of National Westminster Bank, 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.

In the case of a first time Client, the fee for any service or report must be paid in full prior to the commencement of any works, unless agreed otherwise.

7. **The Consultant:** The Consultant will carry out such work associated with the specified service 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 practicably possible 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 Consultant reserves the right to refuse work(s) if there are issues regarding Health and Safety or risks to personal wellbeing.

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 of a single arbitrator appointed by agreement between the parties.

8. **General:** The headings in these Terms are for convenience only and shall not affect their interpretation. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected. Law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the courts.

Jasper Fulford-Dobson has been working with trees and wooded landscapes since 1990. His background includes fifteen years in commercial contracting, three and a half years in local government, and five years with a chartered forestry consultancy practice before establishing Fulford-Dobson Associates in 2012. He provides independent advice to various public sector, corporate and private landowners, including English Heritage, for whom he is currently the appointed tree inspector covering the East Midlands, East of England, London and the Southern regions (2013-2019).

Jasper is one of only 40 nationwide Registered Consultants of the Arboricultural Association, regarded by many as the most rigorous assessment of professional competence within the field of arboricultural consultancy in the British Isles. He is also a full elected member of the Chartered Institute of Horticulture, a Chartered Environmentalist (Arboriculture) and a Cardiff University Bond Solon certified Expert Witness (civil). He holds the Technician's Certificate and National Diploma in Arboriculture as well as various technical accreditations through the Consulting Arborist Society (formerly the Arboricultural Mortgage and Insurance Users Group).

Jasper's main areas of interest are tree hazard & risk assessment, tree-related subsidence and root damage to built structures, Tree Preservation Orders, arboricultural impact assessments (town & country planning), and the preservation of trees and wooded landscapes in historic parks, gardens and ancient monuments.

#### **I do ....**

- Provide pragmatic and financially realistic advice
- Help my clients and their agents work through a methodical and well-planned process
- Prepare robust, defensible and practical solutions
- Work to sensible and achievable timescales
- Tell the truth, however hard that may be to deliver to my clients or their agents

#### **I am not ....**

- Prepared to compromise my independence, professional objectivity or integrity
- A tree surgeon or contractor with commercial interests in pruning or felling trees
- Going to schedule unnecessary work or site-visits simply to build up costs to my clients
- Going to complicate a project with unnecessary academic or intellectual jargon or include reams of pointless or generic text in my reports in order to justify over-inflated fees
- In the business of letting my clients walk into pitfalls during the planning application process
- Prepared to defend poorly prepared proposals or unworkable planning applications

For an up-to-date list of Jasper's current and past commissions, please go to [www.fulford-dobson.com/profile](http://www.fulford-dobson.com/profile)

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