

**27/05/2020 These are the Terms and Conditions by which
Algarve Tree Services (A.T.S.) of Foy & Nazar Lda. conducts business and are fixed to ensure
the continual quality of service and the commitment to our clients until further notice.**

Please keep a copy for your records.

1. Quotes

- 1.1. Free, No Obligation quotes are provided after tree and site inspection.
- 1.2. Quotes are valid for a period of 3 months from the date of issue, unless otherwise stated.

2. Quote Acceptance

- 2.1. All quotes/estimates should be accepted in writing by use of the acceptance form provided. Acceptance of quotes by e-mail is also possible requiring that the quote number and Clients billing details with Portuguese fiscal number (NIF) are included in the subject matter and text.
- 2.2. All work shall be carried out in accordance with A.T.S. interpretation of the discussed and quoted specification, any discrepancies or confusion of specifications must be dealt with in writing before the time of acceptance.
- 2.3. Any additional works undertaken on the day will either be carried out at €45.00 per hour/per man or as agreed with the proprietor Tiffany Foy Nazar at a set price on the day. These additions will be added to the job sheet and invoice at end of works.

3. Site Access

- 3.1. The Client must allow free and unfettered access to all site locations.
- 3.2. Where permission is required for access to neighbouring areas then it is the Clients responsibility to obtain this permission, preferably in writing, at least 24 hours prior to the A.T.S. team's arrival on site.
- 3.3. A.T.S. reserves the right to cancel any works, of any kind and for any reason, especially where the site conditions prove inaccessible on the day or should the Health and Safety of its Employees or Sub Contractors be compromised.

4. Tree Works

- 4.1. All due care and attention will be applied by A.T.S. during any tree operation carried out to minimise disturbance to the surroundings. However due to the nature of the works some denting to lawn areas or a general disturbance to the garden/property may result. While A.T.S. will take every precaution to minimise any disturbance to the surrounding areas it is a realistic result of tree works, especially where felling large timber is concerned. Please be advised that it is the Client's liability to make good after the works have been completed unless agreed in writing with A.T.S. at the time of acceptance.
- 4.2. When possible, the Client or their representative, should be in attendance to walk round the garden/property with the A.T.S. Site Foreman prior to the commencement of work to clarify all points mentioned in the Quote and also on completion works to do a final inspection.
- 4.3. If the Client wishes to supervise the work then he/she should be on site throughout the day to do so and be equipped with relevant safety wear - hard hat, ear and eye defenders. Clients are advised to stay out of the immediate work area. A.T.S. is not responsible for the Clients safety.
- 4.4. The Client must deal with any discrepancies about the work at the end of the day while the team are still onsite, otherwise any discrepancy shall be deemed void. In the event of the team having to return, there will be an extra charge of €75 an hour/per man.
- 4.5. Where the date and/or time for works to be carried out is agreed by A.T.S. with the Client, then A.T.S. shall use its best endeavours to ensure that the operatives shall attend on the date & at the time agreed, however A.T.S. accepts no liability in respect of the late attendance or non-attendance on site of the operatives/arborists due to unforeseen circumstances, nor for delays.
- 4.6. Should any work not be successfully and satisfactorily completed by the end of the expected works schedule due to problems with Site Access (3.) or interference by Client and/or their Guests then items 2.3 or 4.4. may be applied.
- 4.7. Upon satisfactory completion at the end of works, the Job Sheet should be signed by the Client.

5. Stump Grinding and Felling

- 5.1. For felling and stump grinding it is the responsibility of the Client to provide A.T.S. with detailed drawings or plans showing the exact location of underground services or fixtures prior to the commencement of the contract.
- 5.2. A.T.S. will not be liable to the Client nor any other persons or property in any way for any damage caused by A.T.S. to any underground services or fixtures not aforementioned. The Client will indemnify A.T.S. in respect of any such liability.
- 5.3. Where trees are to be felled or stumps are to be ground out, it is assumed that they are free of metal, concrete, stone or other hidden obstructions. In the event of any of these causing A.T.S. additional work and/or damaging A.T.S. equipment a surcharge will be made to cover costs.
- 5.4. In the event of A.T.S. being unable to fulfil the contract due to the above clauses, the Client will be invoiced for all completed works and there may be surcharges for any damages to machinery caused therewith.

6. Clear-up

- 6.1. All arisings will/can be cleared and the site left in a neat and tidy condition by A.T.S.; unless otherwise agreed in the Quote.
- 6.2. When timber is requested to be cut for firewood, it shall be cut to 30cm/40cm lengths, the resulting logs will not be split or cut smaller.
- 6.3. Woodchips from the chipping of branches and foliage may be left in neat piles or broadcast on-site.
- 6.4. The control and disposal of all arisings is to be agreed upon in the Quote.

7. Cancellations

- 7.1. All accepted works subsequently cancelled less than 48 hours prior to the agreed date of commencement are subject to a €165.00 cancellation fee.

8. Payments

- 8.1. A.T.S. requires an Advance Payment of 40% of the total including IVA on all Quotes over €1,000.00 an invoice will be issued for the payment. The remainder will be invoiced upon satisfactory completion of the work.
- 8.2. In the case of Quotes below €1,000.00 it is to be understood that the Client will be invoiced upon satisfactory completion of the work and that payment to **Foy & Nazar Lda.** should be made by cheque, cash or bank transfer.
- 8.3. Terms are strictly 15 days from invoice date, a charge of 15% of the total invoice amount per month or part-month overdue will be made for late or delayed payments. Relevant facturas will be re-issued and the Autoridade Tributaria e Aduaneira will be informed.