Standard Terms & Conditions of Business

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1. Introduction

1.1 These Standard Terms & Conditions govern and form part of every quotation, estimate, indicative cost schedule, contract, invoice and all services provided by **JRB Rural Services** ("the Contractor") to any individual, business, organisation, charity, local authority or landowner ("the Customer"), unless expressly varied in writing by the "Contractor".

1.2 These Terms & Conditions apply from the time of quotation, estimate or other proposal is issued and continue to apply throughout the provision of the services, the issue of invoices and until all obligations of both parties have been fulfilled.

1.3 Acceptance of a quotation or instruction to proceed, whether by signature, email, text message, or written instruction to proceed, constitutes acceptance of these Terms & Conditions.

1.4 Nothing in these Terms & Conditions shall affect the statutory rights of consumers under applicable legislation.

1.5 JRB Rural Services is committed to carrying out all work professionally, safely, honestly and fairly, while treating every Customer with courtesy and respect.

2. Definitions

For the purposes of these Terms:

Contractor

Means **JRB Rural Services**, including its employees, subcontractors, agents and authorised representatives.

Customer

Means the person, company or organisation instructing JRB Rural Services to undertake the Works.

Works

Means any services provided by JRB Rural Services including, but not limited to:

- Tree Felling
- Tree Dismantling
- Tree Pruning
- Tree Surgery
- Hedge Cutting
- Flail Mowing
- Ground Clearance
- Excavations
- Vegetation Management
- Stump Grinding
- Woodland Management
- Forestry Operations
- Tractor Services
- Agricultural Contracting
- Rural Contracting
- Estate Maintenance
- Site Clearance
- Habitat Management
- Emergency Tree Works
- General Grounds Maintenance

Quotation

A written fixed price issued by JRB Rural Services for specified Works.

Budget Estimates

A document provided solely for budgeting or planning purposes which does **not** constitute a formal quotation or legally binding offer.

Site

The location where the Works are to be undertaken.

Working Day

Any day excluding Saturdays, Sundays and recognised public holidays unless otherwise agreed.

3. Scope of Services

3.1 JRB Rural Services shall carry out only those Works described in the accepted quotation, estimate or other written agreement, unless additional Works are agreed between the parties.

3.2 Where additional or varied Works are requested after commencement, they shall, wherever reasonably practicable, be separately priced and agreed before being undertaken. Where this is not reasonably practicable, such Works shall be charged at the Contractors applicable rates or at a reasonable price.

3.3 The Contractor reserves the right to decline additional or varied Works where they fall outside its competence, qualifications, insurance cover, legal obligations or available equipment.

3.4 Any advice or recommendations provided verbally before or during the Works are given in good faith but shall not form part of the contract unless confirmed in writing by the Contractor.

3.5 The Contractor may make reasonable changes to the method or sequence of the Works where necessary to comply with health and safety requirements, site conditions, weather, legal obligations or operational requirements, provided that such changes do not materially alter the agreed scope of the Works without the Customers agreement.

Unless expressly stated otherwise, quotations do not include making good, reinstatement, decorating, landscaping, reseeding or other consequential Works following completion.

4. Quotations

4.1 Unless otherwise stated in writing, all quotations remain valid for **30 calendar days** from the *issue date*.

4.2 Following expiry of the validity period, the Contractor reserves the right to amend the quotation to reflect changes including, but not limited to:

- Labour costs
- Fuel prices
- Disposal costs
- Plant and Equipment hire
- Material costs
- Legislative changes

- Site conditions

4.3 Quotations are prepared using information available and the site conditions reasonably observable at the time of inspection.

4.4 If site conditions, access arrangements or other circumstances differ materially from those reasonably anticipated when the quotation was prepared, the Contractor may revise the quotation or agree a reasonable variation before continuing the Works.

4.5 Quotations include only those Works, materials and services expressly described within the quotation. Any work not expressly included shall be treated as additional varied Works or may incur additional charges.

Any assumptions made when preparing the quotation shall be identified within the quotation where reasonably practicable.

4.6 Unless expressly stated otherwise, quotations are based on normal working conditions and unrestricted access to the site during normal working hours. Additional costs arising from restricted access, delays, unforeseen underground obstructions, hidden defects, adverse ground conditions, or other circumstances beyond the Contractor's reasonable control may be charged as a variation to the contract.

5. Budget Estimates

5.1 A Budget Estimate is provided solely to assist the Customer in budgeting for potential Works and is based on the information available at the time it is prepared.

5.2 A Budget Estimate is **not a quotation,** estimate or offer to enter into a contract and shall not be relied upon as a fixed or binding price for the Works.

5.3 A formal quotation will only be issued following, where applicable:

- A full site inspection
- Assessment of access
- Confirmation of the scope of Works
- Identification of relevant hazards or constraints
- Consideration of applicable legal, regulatory and health and safety requirements
- Confirmation that the necessary labour, qualifications, equipment and resources are available

5.4 Where circumstances, site conditions, legislation, material costs, labour costs or other relevant factors change after a Budget Estimate has been issued, the Contractor reserves the right to revise any subsequent quotation accordingly.

6. Acceptance of Quotations

6.1 A quotation may be accepted by:

- Signing and returning the quotation

- Written confirmation by email, text message or other electronic communication
- Written instruction to proceed
- Any other conduct by the Customer that clearly indicates acceptance of the quotation, including permitting the contractor to commence the Works.

6.2 The Contractor may, at its discretion, require written confirmation of acceptance before scheduling or commencing the Works.

6.3 No contract, booking or commencement date shall be confirmed until the Contractor has accepted the Customers instruction and confirmed the booking.

7. Deposits

7.1 Unless otherwise stated in the quotation or agreed in writing, a deposit of **20%** of the quoted price is required to secure a booking.

7.2 Booking dates are provisional and shall not be confirmed until the required deposit has been received as cleared funds.

7.3 The deposit contributes towards administration, scheduling, mobilisation, the reservation of labour, plant, equipment and materials, and the loss of other booking opportunities.

7.4 If the Contractor is unable to undertake the Works due to circumstances within its reasonable control, the Customer may choose either:

- A full refund of the deposit; or
- To transfer the deposit to a mutually agreed alternative date.

7.5 The Contractor reserves the right to postpone or reschedule the Works were reasonably necessary for reasons including health and safety, adverse weather, legal or regulatory compliance, equipment failure, staff illness or other operational requirements. In such circumstances, the deposit shall remain valid for the rescheduled Works.

7.6 If the Customer cancels the Works, treatment of any deposit shall be determined in accordance with the Cancellation section of these Terms & Conditions.

8. Payment Terms

8.1 Unless otherwise agreed in writing, the remaining balance shall become due and payable immediately upon completion of the agreed Works on the day of completion.

8.2 Payment may be made by:

- Bank Transfer
- Cash (where agreed)
- Any other method agreed in writing prior to commencement of the Works.

8.3 Where payment is not made by the due date, the Contractor reserves the

right to charge statutory interest and claim reasonable debt recovery costs in accordance with applicable legislation.

8.4 Ownership of any timber, woodchip, materials or other items retained by agreement shall not transfer to the Customer until full payment has been received and cleared funds are in the Contractor's account.

8.5 The Contractor reserves the right to require stage payments or interim payments for larger or longer-duration Works, where reasonably necessary. Any such payment terms shall be confirmed in writing prior to commencement of the Works.

8.6 The Contractor may withhold handover of completed Works, documentation or final clearance of the site until full payment has been received.

8.7 Payment is due in accordance with these Terms & Conditions regardless of whether the Customer has received payment from any third party or funding source. Any delay in such payment shall not affect the Customer's obligation to pay the Contractor.

9. Customer Responsibilities

9.1 Authority to Instruct Works

The Customer confirms that they are the legal owner of the property or land on which the Works are to be undertaken, or that they have obtained all necessary permissions, consents and authority from the landowner or any other relevant third party to instruct JRB Rural Services to carry out the Works. The Customer shall be responsible for any dispute arising from a lack of such authority.

9.2 Accuracy of Information

The Customer agrees to provide full, accurate and up-to-date information relating to the site, including (where applicable) access arrangements, boundaries, services (including underground or overhead services), known hazards, restrictions or other conditions that may affect the safe, lawful or efficient completion of the Works.

JRB Rural Services shall not be liable for any delay, additional cost, damage or variation arising from incomplete, inaccurate or misleading information provided by the Customer.

9.3 Site Access and Preparation

The Customer shall ensure that the Contractor is provided with safe, reasonable and timely access to the site as required to carry out the Works, including removal or securing of livestock, vehicles, obstructions or other impediments where necessary.

9.4 Services and Underground Hazards

The Customer is responsible for identifying and marking the location of all underground and overhead services, including but not limited to electricity, gas, water, drainage, fibre optics and telecommunications. The Contractor shall

not be liable for any damage to services not clearly identified or reasonably detectable during the course of the Works.

The Customer shall disclose any known asbestos, contaminated land, hazardous substances or other dangerous conditions before work commences.

10. Site Access

10.1 The Customer shall provide safe, suitable and unrestricted access for vehicles, machinery and personnel to the site as required for the execution of the Works.

10.2 Where site access is materially different from that described or reasonably anticipated at the time of quotation or inspection, the Contractor reserves the right to revise the quotation or charge additional costs to reflect any resulting delay, inefficiency or additional work required.

10.3 If access is unavailable, restricted or unsafe on an agreed working day due to circumstances beyond the Contractor's reasonable control, any resulting delays, standby time or return visits may be chargeable.

10.4 The Contractor shall not be liable for delays, additional costs or inability to complete the Works arising from, including but not limited to:

- locked or inaccessible gates;
- blocked driveways or access routes;
- parked vehicles or obstructions;
- livestock or animals preventing access;
- flooded, waterlogged or unsafe access routes;
- third-party obstruction or refusal of access.

10.5 The Customer shall ensure that reasonable parking and turning space is available for vehicles, trailers and machinery, unless otherwise agreed in writing.

10.6 The Customer shall be responsible for securing livestock, pets and other animals as necessary to allow safe and uninterrupted access to the site.

11. Permissions & Legal Compliance

11.1 Unless otherwise agreed in writing, the Customer is responsible for obtaining and maintaining all permissions, consents, licences and approvals required for the lawful execution and completion of Works prior to commencement.

11.2 This includes, but is not limited to:

- Tree Preservation Order (TPO) consent
- Conservation Area notification
- Planning permissions
- Landowner or Freeholder consent
- Estate or managing agent approval
- Highway authority permissions
- Environmental permits where applicable

11.3 The Contractor reserves the right to postpone, suspend or refuse to commence Works where required permissions or consents have not been obtained, or cannot be evidenced to the Contractor's reasonable satisfaction.

11.4 Where the Contractor reasonably believes that the Works may be unlawful or non-compliant with any applicable legislation, regulation or consent condition, the Contractor shall be entitled to suspend the Works immediately until the issue is resolved.

11.5 Any delays, costs, or losses arising from failure to obtain or maintain the required permissions or consents shall be the responsibility of the Customer and may be charged accordingly.

11.6 The Contractor shall not be liable for any loss, delay, enforcement action or penalty arising from the Customer's failure to obtain or comply with required permissions or consents.

12. Boundary Ownership

12.1 The Customer is solely responsible for identifying, confirming and marking the correct legal boundaries of the property or land before the commencement of any Works.

12.2 JRB Rural Services shall not be liable for any dispute, claim, loss or damage arising in relation to ownership, location or alteration of boundary features, including but not limited to:

- trees;
- hedges;
- fences;
- banks;
- ditches; and
- any other boundary markers or features,

where the Contractor has acted in accordance with the Customer's instructions.

12.3 Where a boundary dispute is identified or reasonably suspected before or during the Works, the Contractor reserves the right to suspend or postpone the Works until the matter has been resolved to its reasonable satisfaction.

12.4 Any delays, costs or losses arising from boundary disputes or incorrect boundary identification shall be the responsibility of the Customer and may be charged accordingly.

12.5 The Contractor shall not be required to verify legal boundaries and shall rely entirely on the information and instructions provided by the Customer.

13. Protected Trees

13.1 Works involving trees subject to a Tree Preservation Order (TPO), or located within a Conservation Area, may require consent or prior notification from the relevant Local Planning Authority before Works can lawfully proceed.

13.2 The Customer shall notify JRB Rural Services of any known or suspected restrictions, protections or designations affecting trees, hedges or vegetation on the site prior to the commencement of Works.

13.3 Where relevant restrictions, protections or consent requirements are identified after a booking has been made or Works have commenced, the Contractor may postpone or suspend the Works until all necessary permissions or consents have been obtained.

13.4 JRB Rural Services shall not knowingly undertake any unlawful tree Works and reserves the right to refuse or cease Works where there is a reasonable risk of non-compliance with applicable legislation or planning controls.

13.5 Any delays, costs, losses or additional expenses arising from the existence of, or failure to obtain, required permissions or consents shall be the responsibility of the Customer and may be charged accordingly.

14. Wildlife & Environmental Protection

14.1 JRB Rural Services is committed to protecting wildlife and complying with all applicable environmental and wildlife legislation, including (where relevant) the Wildlife and Countryside Act 1981 and any subsequent amendments.

14.2 If protected or potentially protected wildlife, habitats or nesting sites are discovered or reasonably suspected during the Works, operations shall be suspended immediately to allow appropriate assessment. This includes, but is not limited to:

- bats;
- nesting birds;
- badgers;
- dormice;
- great crested newts;
- protected reptiles; and
- any other legally protected species.

14.3 Where ecological surveys, specialist advice, mitigation measures or licensing are required, the Contractor may suspend the Works until such requirements have been satisfied. Any resulting delays or additional costs may be chargeable to the Customer.

14.4 Any delays, restrictions or changes to the Works arising from compliance with wildlife or environmental legislation shall not constitute a breach of contract by the Contractor.

14.5. The Customer shall be responsible for ensuring that any known ecological constraints, designations or survey requirements relating to the site are disclosed prior to commencement of the Works.

15. Biosecurity

15.1 JRB Rural Services may implement reasonable biosecurity measures at any site to prevent the spread of pests, diseases, invasive species or

contaminants, in accordance with industry best practice and applicable guidance.

15.2 Machinery, tools, vehicles and equipment may require cleaning, disinfection or other biosecurity procedures before entering or leaving certain sites. Any reasonable time required to complete such measures may be treated as working time.

15.3 Where Government, industry or site-specific guidance requires enhanced biosecurity measures, including but not limited to wash-down procedures, protective equipment or restricted access, any additional time, labour or costs reasonably incurred shall be chargeable to the Customer.

15.4 The Contractor shall not be liable for delays, restrictions or additional costs arising from compliance with biosecurity requirements, provided such measures are undertaken in good faith and in accordance with applicable guidance.

15.5 The Customer shall notify the Contractor of any known or suspected biosecurity risks on site prior to commencement of the Works, including but not limited to disease outbreaks, contaminated ground, invasive species or restricted zones.

15.6 The Contractor reserves the right to suspend or refuse Works where biosecurity risks are reasonably assessed to be significant until appropriate mitigation measures are in place.

16. Working Area

16.1 During operations, the working area shall be treated as an active construction/work site and may present hazards including moving machinery, tools, vehicles and uneven ground.

16.2 The Customer shall ensure that, unless expressly authorised by the Contractor, the following are kept outside the working area at all times:

- children;
- visitors;
- pets; and
- livestock.

Access shall only be permitted when the Contractor confirms it is safe to do so.

16.3 Where reasonably practicable, the Contractor will establish and maintain an appropriate exclusion zone or safe working boundary around active or hazardous operations.

16.4 The Contractor reserves the right to suspend or cease operations immediately where members of the public, the Customer, or any third party enter the working area in a manner that creates an unacceptable safety risk or prevents safe working practices.

16.5 The Contractor shall not be liable for any injury, loss or damage arising from unauthorised entry into the working area where reasonable safety measures and warnings have been provided.

17. Neighbouring Properties

17.1 Where the Works may affect neighbouring properties, reasonable care shall be taken to minimise disturbance, including noise, dust, vibration and temporary disruption to access where practicable.

17.2 The Customer shall be responsible for notifying adjoining or affected neighbours where such notification is reasonably necessary or may be required prior to or during the Works.

17.3 JRB Rural Services shall not be liable for any complaint, dispute, claim or loss arising from the lawful execution of the Works carried out in accordance with the Customer's instructions and these Terms & Conditions.

17.4 Where access to or across neighbouring land is required for the purposes of carrying out the Works, obtaining and maintaining all necessary permissions shall remain the responsibility of the Customer unless otherwise agreed in writing.

17.5 Any delays, costs or losses arising from refusal, withdrawal or delay of neighbour access permissions or objections shall be the responsibility of the Customer and may be charged accordingly.

17.6 The Contractor shall not be responsible for negotiating disputes or agreements between the Customer and third parties, including neighbours or landowners.

18. Weather, Ground Conditions & Delays

18.1 Weather Conditions

JRB Rural Services is committed to carrying out all Works safely and reserves the right to postpone, suspend or reschedule Works where weather conditions could reasonably compromise safety, the integrity of the Works, or the safety of personnel, customers, members of the public, neighbouring property or equipment.

This includes, but is not limited to:

- high winds;
- heavy or persistent rain;
- snow, ice or frost;
- electrical storms;
- flooding or waterlogged conditions;
- poor visibility (including fog);
- extreme heat or other adverse environmental conditions.

18.2 Ground Conditions

Unless expressly stated otherwise in writing, quotations are based on ground conditions that are reasonably observable at the time of inspection.

If ground conditions are found to be materially different from those anticipated, or deteriorate before or during the Works, including but not limited to waterlogging, unstable ground, hidden obstructions,

contaminated ground, excessive rutting or underground voids, the Contractor may:

- suspend the Works;
- vary the method or sequence of working;
- reschedule the Works; and/or
- revise the quotation to reflect additional time, labour, equipment or materials required.

18.3 Delays and Standby Time

Where Works are delayed, suspended or disrupted due to weather, ground conditions or other factors beyond the Contractor's reasonable control, the Contractor reserves the right to charge for reasonable standby time, remobilisation costs or return visits where applicable.

18.4 Events Outside Reasonable Control

Neither party shall be liable for any delay or failure to perform its obligations under this contract where such delay or failure arises from circumstances beyond its reasonable control, including but not limited to:

- severe weather;
- flooding;
- road closures;
- utility failures or outages;
- machinery or plant breakdown (not caused by negligence);
- strikes or labour disputes;
- government restrictions or regulatory changes; or
- any other unforeseen event preventing safe or practical performance of the Works.

19. Machinery, Vehicles & Equipment

19.1 JRB Rural Services shall use machinery, vehicles and equipment that are, in the Contractor's reasonable opinion, suitable for the safe and efficient completion of the agreed Works.

19.2 The Contractor reserves the right to substitute or change machinery, vehicles or equipment where reasonably necessary, provided that such substitution does not materially reduce the quality or scope of the agreed Works.

19.3 All machinery and equipment shall be operated only by suitably trained and, where required by law, appropriately qualified personnel.

19.4 The Customer, their agents, visitors and any third parties shall not enter the operating area of any machinery unless expressly invited and supervised by the Contractor.

19.5 The Customer, their agents, visitors and any third parties must not operate, interfere with, adjust or attempt to move any machinery, vehicle or equipment belonging to JRB Rural Services.

19.6 The Contractor shall not be liable for any injury, loss or damage arising from unauthorised access to or interference with machinery or equipment

where reasonable safety measures and instructions have been provided.

20. Tractor Operations

20.1 Where tractor-mounted equipment is used, the Customer acknowledges that some degree of ground disturbance, including tyre marks, compaction, rutting or minor surface disruption, may occur despite the Contractor exercising reasonable care.

20.2 The Contractor shall take reasonable steps to minimise unnecessary ground disturbance where practicable, having regard to safety, site conditions and the nature of the Works.

20.3 Ground reinstatement, levelling or restoration Works are not included unless expressly stated in the quotation.

20.4 Where ground conditions become unsuitable or unsafe during the Works, the Contractor reserves the right to suspend, postpone or modify operations until conditions improve.

20.5 The Contractor shall not be liable for any damage to soft ground, turf, soil structure or agricultural land arising from the use of machinery where such use is reasonably necessary for completion of the Works.

20.6 The Customer is responsible for advising the Contractor of any sensitive ground conditions, including drains, shallow services, historic land damage or areas requiring avoidance.

21. Tree Work

21.1 All tree Works shall be undertaken in accordance with recognised industry good practice and current arboricultural standards and guidance applicable at the time of the Works.

21.2 The Customer acknowledges that trees are living organisms and that internal defects, decay, cavities, instability or structural weaknesses may not be visible during a ground-level or visual inspection.

21.3 Where previously unknown or hidden defects become apparent before or during theWorks, the Contractor reserves the right to revise the working method, sequence of operations or equipment used where reasonably necessary in the interests of safety.

21.4 Where additional time, equipment, personnel or specialist input becomes necessary due to previously undisclosed or hidden defects, the Contractor shall, where reasonably practicable, notify the Customer and agree any revised costs before continuing the Works.

21.5 The Contractor reserves the right to suspend or cease Works immediately where continuing would present an unacceptable risk to personnel, property or members of the public.

21.6 The Contractor shall not be liable for any delays, additional costs or

changes arising from previously unknown structural defects or conditions within trees, provided that the Works are carried out with reasonable skill and care.

22. Flail Mowing & Vegetation Management

22.1 Flail mowing and vegetation management operations involve inherent risks due to objects that may be concealed within or beneath dense vegetation, soil or overgrowth.

22.2 Such hidden objects may include, but are not limited to:

- fencing wire or mesh;
- steel posts or stakes;
- concrete;
- large rocks or boulders;
- scrap metal;
- vehicle parts;
- timber or debris;
- railway sleepers;
- buried machinery or components;
- concrete fence posts; and
- other unknown or unrecorded obstructions.

22.3 The Customer shall notify the Contractor of any known or suspected hazards, obstructions or historical site uses prior to the commencement of the Works.

22.4 Whilst reasonable care shall be taken, the Contractor shall not be liable for damage to machinery, equipment or consequential losses arising from hidden objects or obstructions that could not reasonably have been identified during a visual inspection.

22.5 Where hidden hazards materially increase the time, difficulty or cost of completing theW, the Contractor reserves the right to suspend, revise the method of working, or agree revised pricing with the Customer before continuing, where reasonably practicable.

23. Pressure Washing

23.1 The Contractor shall not be liable for any damage, deterioration or loss arising from pressure washing where such damage is caused by pre-existing defects or weakened surfaces, including but not limited to:

- loose or failing pointing;
- deteriorated or weak mortar;
- aged or degraded concrete;
- loose, unstable or previously lifted paving;
- damaged or brittle render;
- previously repaired or patched surfaces;
- flaking or poorly adhered paint coatings; and
- rotten or degraded timber.

23.2 The Customer acknowledges that pressure washing may reveal pre-existing defects, weaknesses or deterioration that were not visible prior to cleaning due to the presence of dirt, moss, algae or other surface build-up.

23.3 The Customer shall notify the Contractor of any known or suspected weak, damaged or sensitive

surfaces prior to commencement of the Works.

23.4 Whilst reasonable care will be taken during the Works, the Contractor shall not be liable for any damage resulting from the removal of dirt, moss, coatings or debris where such removal exposes or contributes to failure of pre-existing surface conditions.

23.5 Where the Contractor reasonably determines that a surface is unsuitable for pressure washing, the Contractor reserves the right to alter the method of cleaning, reduce pressure, or refuse to proceed with that area.

23.6 The Contractor shall not be liable for any consequential loss, including but not limited to redecoration, replacement or repair costs, arising from the exposure of pre-existing defects during or after pressure washing.

24. Stump Grinding

24.1 Stump grinding quotations are based on normal ground conditions and reasonable site access being available at the time of the Works.

24.2 The presence of underground services, reinforced concrete, rocks, metal, debris or other substantial buried obstructions may prevent completion of the Eor require additional time, equipment or alternative methods.

24.3 The Customer shall be responsible for identifying and clearly marking the location of all known or suspected underground services prior to the commencement of Works. The Contractor shall not be responsible for damage to unmarked or unknown services.

24.4 Where stump grinding cannot safely proceed due to unforeseen underground hazards or obstructions, the Contractor reserves the right to suspend, modify or cease the Works.

24.5 Any additional time, labour, equipment costs or return visits arising from unforeseen underground obstructions may be chargeable to the Customer.

24.6 The Contractor shall not be liable for delays, damage or incomplete removal of stumps where such issues arise from conditions not reasonably identifiable prior to commencement.

24.7 Unless expressly stated in writing, stump grinding does not include backfilling, topsoiling, reseeding or reinstatement of ground levels.

25. Ground Clearance

25.1 Ground clearance quotations are based on site conditions that are reasonably visible at the time of inspection and assume normal, unobstructed working conditions.

25.2 Dense vegetation, overgrowth or ground cover may conceal

hazards, obstructions or site conditions that are not reasonably visible prior to commencement of Works.

25.3 Such concealed hazards or conditions may require, including but not limited to:

- additional labour;
- alternative or specialist machinery;
- revised working methods or sequencing;
- suspension of Works; and/or
- additional site visits or return visits.

25.4 Where concealed hazards materially increase the scope, time or cost of the Works, the Contractor shall, where reasonably practicable, notify the Customer and agree revised pricing before continuing.

25.5 The Contractor shall not be liable for delays, damage or incomplete clearance resulting from conditions that could not reasonably have been identified during the site inspection.

25.6 Unless expressly agreed in writing, ground clearance does not include removal of hazardous waste, fly-tipped materials, asbestos-containing materials, or regulated waste.

26. Machinery Breakdown

26.1 JRB Rural Services maintains its machinery, vehicles and equipment to a high standard in accordance with manufacturer guidelines and industry good practice.

26.2 Despite regular maintenance, mechanical breakdowns or equipment failures may occur from time to time.

26.3 Where machinery breakdown prevents or delays completion of the Works, the Contractor shall use reasonable efforts to:

- repair the equipment;
- source suitable replacement machinery or equipment; or
- reschedule the Works at the earliest mutually convenient opportunity.

26.4 Machinery breakdown shall not, of itself, constitute a breach of contract.

26.5 The Contractor shall not be liable for any delay, loss or disruption arising from machinery breakdown, provided that reasonable steps are taken to mitigate such disruption.

26.6 Any reasonable costs arising from remobilisation, return visits or rescheduling due to machinery breakdown may be reasonably charged where applicable.

27. Emergency Works

27.1 Where emergency Works are requested, JRB Rural Services shall use reasonable endeavours to attend as

promptly as practicable, subject to availability, safety considerations and existing commitments.

27.2 Attendance in an emergency does not guarantee immediate completion of the Works, and the scope of Works may be limited to making the situation safe or stable.

27.3 Emergency Works may be temporarily suspended, postponed or limited where continuing would compromise safety, breach legal requirements, or risk damage to property, equipment or the environment.

27.4 Emergency call-out work may be subject to enhanced rates or additional charges to reflect urgency, disruption to scheduled work, and out-of-hours attendance where applicable.

27.5 Where the full scope of required Works cannot reasonably be assessed at the time of attendance, the Contractor may provide a follow-up quotation for completion of remaining Works.

27.6 The Contractor shall not be liable for any delay in attending or completing emergency Works where such delay arises from factors beyond its reasonable control, including safety risks, weather, access restrictions or prior commitments.

28. Health & Safety

28.1 JRB Rural Services is committed to maintaining high standards of health and safety at all times and to complying with all applicable health and safety legislation and industry best practice.

28.2 Risk assessments and, where appropriate, method statements shall be undertaken prior to and during the Works, in line with the nature and complexity of the Works being carried out.

28.3 The Contractor reserves the right to suspend, postpone or cease work immediately where unsafe conditions arise or where continuing work would present a risk to personnel, the Customer, members of the public, property or equipment.

28.4 The Customer shall comply with all reasonable health and safety instructions, site rules and directions issued by the Contractor during the course of the Works.

28.5 The Customer shall ensure, so far as reasonably practicable, that the site is safe and free from avoidable hazards prior to the commencement of Works and shall notify the Contractor of any known risks.

28.6 The Contractor shall not be liable for any delay, loss or damage arising from compliance with health and safety requirements or from cessation of Works in the interests of safety.

28.7 The Contractor maintains appropriate Public Liability Insurance and, where required by law, Employers' Liability Insurance. Evidence of such insurance may be provided to the Customer upon reasonable request.

28.8 The Contractor shall carry out the Services in accordance with

applicable legislation and recognised industry standards appropriate to the Works being undertaken.

29. Completion, Defects & Complaints

29.1 Completion of the Works

The Services shall be deemed complete when the Works described in the accepted quotation have been carried out to a standard consistent with reasonable skill and care and recognised industry practice, notwithstanding that minor remedial Works, tidying or administrative matters may remain outstanding.

29.2 Inspection by the Customer

The Customer shall inspect the completed works as soon as reasonably practicable and notify the Contractor promptly of any concerns regarding the Services.

29.3 Opportunity to Rectify

Where the Customer reasonably believes that the Services have not been carried out in accordance with the agreed specification or with reasonable skill and care, the Customer shall allow the Contractor a reasonable opportunity to inspect the Works and, where appropriate, rectify any defect before instructing another contractor or undertaking remedial Works themselves.

29.4 Exclusions

The Contractor shall not be responsible for defects, damage or deterioration arising from:

- fair wear and tear;
- natural movement, settlement or deterioration of materials;
- weather events occurring after completion;
- misuse, neglect or alteration by the Customer or a third party;
- defects or conditions existing prior to the commencement of the Services; or
- matters beyond the Contractor's reasonable control.

29.5 Living Trees and Vegetation

The Customer acknowledges that trees, shrubs, hedges and other vegetation are living organisms. The Contractor cannot guarantee their future health, stability, survival, regrowth or response to pruning, felling, treatment, weather conditions, disease, pests or other natural factors occurring after completion of the Services.

29.6 Customer’s Statutory Rights

Nothing in this clause shall affect the Customer's statutory rights.

30. Variations to the Works

30.1 Any change to the agreed scope of Works requested by the Customer shall constitute a variation.

30.2 Variations may result in changes to price, programme, labour, equipment requirements or completion dates.

30.3 Where reasonably practicable, variations shall be agreed in writing before the additional Works are undertaken.

30.4 Where immediate action is reasonably required for safety, legal compliance or protection of property, the Contractor may undertake additional works and charge a reasonable amount for those Works.

30.5 Verbal requests may be relied upon by the Contractor where the circumstances reasonably indicate the Customer's authority to instruct the variation.

31. Cancellation

31.1 The Customer may cancel the Works at any time by giving written notice to the Contractor.

31.2 Where the Customer cancels before work has commenced, the Contractor reserves the right to retain all or part of any deposit paid to cover reasonable costs and losses already incurred, including administration, planning, scheduling, reservation of labour, plant and equipment, materials ordered, and loss of booking opportunities.

31.3 Where materials have been purchased, specialist equipment hired, or other costs reasonably incurred specifically for the Customer's works prior to cancellation, the Customer shall reimburse the Contractor for any non-recoverable costs incurred.

31.4 Where the Customer cancels after work has commenced, the Customer shall pay for all work completed, materials supplied or ordered, and any other reasonable costs incurred by the Contractor up to the date of cancellation.

31.5 The Contractor may cancel or terminate the works where it is unable to perform the contract due to circumstances beyond its reasonable control or where continued performance would be unsafe, unlawful or impracticable. In such circumstances, any deposit paid shall be refunded unless the Customer agrees to transfer it to a mutually agreed alternative date or the deposit has been applied to costs already reasonably incurred by the Contractor.

31.6 Where reasonably practicable, the Contractor will use reasonable endeavours to minimise cancellation costs payable by the Customer.

32. Termination

32.1 The Contractor may suspend or terminate the contract immediately by giving written notice to the Customer where:

- the Customer fails to make payment in accordance with these Terms & Conditions;
- the Customer commits a material breach of the contract and, where capable of remedy, fails to remedy that breach within a reasonable period after being requested to do so;
- the Customer refuses or repeatedly fails to provide safe, reasonable or agreed access to the site;
- the Customer interferes with the Contractor's ability to carry out the Works safely or efficiently;
- abusive, threatening, violent or discriminatory behaviour is directed towards the Contractor, its employees, subcontractors or representatives;
- the Contractor reasonably believes that continuing the Works would be unsafe, unlawful or place any person at risk; or
- circumstances arise which make completion of the Works impracticable or impossible for reasons beyond the Contractor's reasonable control.

32.2 Where the contract is terminated under this clause, the Customer shall remain liable for:

- all Works completed up to the date of termination;
- materials supplied, ordered or committed to the Works;
- plant, equipment or specialist hire costs reasonably incurred;
- any other reasonable costs or losses incurred by the Contractor as a direct result of the termination.

32.3 Any payments made by the Customer shall first be applied to amounts properly due under the contract. Any balance remaining after settlement of all sums due shall be refunded to the Customer.

32.4 Termination of the contract shall not affect any rights, obligations or liabilities of either party that have accrued prior to the date of termination.

32.5 The Contractor may remove its personnel, vehicles, plant, equipment, tools and unused materials from the site immediately upon termination, subject to any legal obligations or the Customer's property rights.

32.6 Nothing in this clause shall prevent either party from exercising any other rights or remedies available under the contract or at law.

33. Limitation of Liability

33.1 The Contractor shall carry out the services with reasonable skill and care, using suitably trained personnel and appropriate equipment.

33.2 Nothing in these Terms & Conditions shall exclude or limit the Contractor's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any liability which cannot lawfully be excluded or limited.

33.3 Subject to Clause 33.2, the Contractor shall not be liable for any indirect, consequential or economic loss,

including (but not limited to) loss of profit, loss of business, loss of revenue, loss of opportunity, loss of anticipated savings or any similar financial loss arising from or in connection with the Services.

33.4 The Contractor shall not be liable for delays, damage, additional costs or losses arising from matters outside the Contractor's reasonable control, including those referred to elsewhere within these Terms & Conditions.

33.5 The Contractor shall not be liable for any loss or damage resulting from:

- inaccurate, incomplete or misleading information supplied by the Customer;
- the Customer's failure to comply with these Terms & Conditions;
- pre-existing defects, hidden conditions or latent defects that could not reasonably have been identified before or during the Services; or
- instructions or decisions made by the Customer against the Contractor's reasonable professional advice.

33.6 Where the Customer becomes aware of any issue relating to the Services, they shall notify the Contractor as soon as reasonably practicable and provide the Contractor with a reasonable opportunity to inspect and, where appropriate, rectify the issue before instructing any third party to undertake remedial Works.

33.7 Subject to Clause 33.2, the Contractor's total liability arising out of or in connection with the Services shall not exceed the total amount paid or payable by the Customer under the relevant contract.

33.8 Nothing in this Clause shall affect the Customer's statutory rights.

34. Entire Agreement

34.1 These Terms & Conditions, together with the Contractor's accepted quotation and any written variations agreed between the parties, constitute the entire agreement between the Contractor and the Customer in relation to the Services.

34.2 The Customer acknowledges that they have not relied upon any statement, representation or promise made by or on behalf of the Contractor which is not expressly set out within the contract documents, except where such reliance cannot lawfully be excluded.

34.3 Any descriptive literature, photographs, estimates, illustrations or promotional material produced by the Contractor are provided for general guidance only and do not form part of the contract unless expressly incorporated into the accepted quotation.

34.4 If any provision of these Terms & Conditions is found by a court or other competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

34.5 A failure or delay by either party to exercise any right or remedy under these Terms & Conditions shall not constitute a waiver of that right or remedy.

35. Notices & Communications

35.1 Any notice, instruction, approval, variation, cancellation or other communication relating to the contract may be given by:

- email;
- text message (SMS);
- written correspondence delivered by hand or post; or
- any other method of communication agreed between the Contractor and the Customer.

35.2 The Contractor may rely upon communications received from the Customer, or from any person reasonably appearing to act on the Customer's behalf, unless the Contractor has been informed otherwise in writing.

35.3 Unless evidence to the contrary is provided, communications shall be deemed to have been received:

- immediately upon hand delivery;
- at the time shown as delivered for email or text message, provided no error or delivery failure notification has been received; or
- two Working Days after posting by first-class post.

35.4 The Customer shall ensure that the Contractor is provided with accurate and up-to-date contact details and shall promptly notify the Contractor of any changes.

35.5 The Customer acknowledges that quotations, acceptance of quotations, instructions, approvals, requests for variations, invoices and other communications may be exchanged electronically and that such communications shall have the same effect as if made in writing and signed, where permitted by law.

36. Governing Law & Jurisdiction

36.1 These Terms & Conditions, together with any quotation accepted by the Customer, shall be governed by and construed in accordance with the laws of England and Wales.

36.2 The parties shall use reasonable endeavours to resolve any dispute arising out of or in connection with the contract through discussion and negotiation before commencing legal proceedings.

36.3 If a dispute cannot be resolved through negotiation, either party may pursue any remedy available to them under the laws of England and Wales.

36.4 Subject to Clause 36.3, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with these Terms & Conditions or the Services provided by the Contractor.