



Christmas Trees 2022

Terms & Conditions

1. GENERAL

- 1.1. By confirming an order, in writing or verbally, a Client will be deemed to have accepted these Terms and Conditions.
- 1.2. These Terms and Conditions can be changed, altered or amended, subject to prior written notice.
- 1.3. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.
- 1.4. EFL shall use all reasonable endeavours to arrive and complete the services within the estimated time frames, but time shall not be of the essence in the performance of any services.

2. QUOTATIONS

- 2.1. All quotations are valid for 28 days only and are subject to the availability of trees at the time of harvest and may be subject to alteration after that date.
- 2.2. All quotations are best estimates of price at the time of submission. They are therefore provisional only.
- 2.3. Where a site survey is required, EFL reserves the right to adjust charges accordingly following site survey, even if this survey is conducted as part of the installation process.

3. PRICE & PAYMENT

- 3.1. All charges are subject to VAT at the current rate.
- 3.2. A deposit or payment in full maybe required in certain circumstances, this will be confirmed at the time of order and will be payable as per the payment schedule set out at that time, and in any case 24 hours prior to the proposed installation date, unless otherwise agreed in writing.
- 3.3. The Client agrees:
 - 3.3.1. Not to withhold any sums due to EFL.
 - 3.3.2. To settle all invoices raised by EFL within 30 days, unless otherwise agreed in writing:



- 3.3.3. To pay to EFL interest on overdue invoices not settled in accordance with Clause 5.8(b) from the date when payment becomes due from day to day until the date of payment at a rate of 5 percentage points per annum above the Bank of England base rate. If interest is so charged it will form part of the outstanding debt due to EFL.
- 3.3.4. To pay to EFL all legal fees and any such costs and expenses as might have been incurred in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.
- 3.3.5. In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the goods and services are supplied.
- 3.4. If any invoices are not paid in accordance with Clause 5.8(b), the Client will be deemed to be in default and therefore in breach of contract. EFL will then be entitled to cease work and remove any product or materials already on the site and recover from the Client his whole loss and expenses arising out of the said default by the Client.
- 3.5. The Client will pay for any extra works, or costs due to unknown difficulties or changes, whether directly caused by the Client or not. Final parking charges and congestion charges may be added if applicable.
- 3.6. If the commencement date is moved by the Client, EFL reserves the right to charge the Client for any storage costs, wasted time or any other cost incurred as a consequence of that change.
4. TITLE & RISK
- 4.1. For all goods acquired as a one-off purchase or outright sale, which is all goods unless otherwise stated in the specification document, legal title to the goods does not pass to the Client until all sums due to EFL by the Client have been received in full and cleared at EFL's bank. EFL shall have the right, without incurring liability, to enter the Client's premises and take possession of any goods supplied for which payment has not been received. The Client will allow EFL free access to the goods. This right does not prejudice any other legal rights or remedies available to EFL.
- 4.2. For all goods acquired on a rental basis or as a short-term hire agreement, legal title remains with EFL at all times. This does not negate the Client's responsibility to provide adequate insurance cover for the goods whilst they are on their premises. At the end of the hire period,



items hired must be available for collection in good condition. We reserve the right to charge for any missing or damaged goods.

4.3. All risk in the goods shall pass to the Client upon delivery.

5. DELIVERY & INSTALATION

5.1. All dates and times shown on Quotations are provisional and are allocated on a first come first served basis. They show only an availability current at the time of quoting.

5.2. All time frames and dates of delivery are provided for guidance only and EFL makes no guarantee that the services will be performed on or within the specified period. For the purposes of this agreement, time shall not be of the essence and EFL shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly as a result of non-attendance or late attendance of EFL's personnel or for the late or non-delivery of goods, for any reason.

5.3. Where we are unable to carry out installation or collection through error or fault on the Client's part, we reserve the right to charge for any reasonable costs incurred. EFL reserves the right to apply a waiting charge of £35 per manhour for every hour EFL's staff are delayed on site due to fault of the Client.

5.4. Permit and facilitate access to the property or location in which the services are to be supplied ("the Site") for the duration of the period of execution, and assuring that such access is appropriate and adequate, such that in the event of an Operative(s) being unable to gain access, there will be a call out charge

5.5. Providing for EFL such facilities as may be necessary in order to allow him to complete the services, in a safe and timely manner. EFL reserves the right to cancel appointments where the wellbeing or health of our teams comes under threat, and not be held liable for any fees or charges the Client may accrue as a result.

5.6. Special parking requirements or loading/unloading areas should be advised in writing at the time of order.

5.7. If a Client supplied tree-pit or tree-socket is to be used to secure the tree in place:

5.7.1. It is the Client's responsibility to make sure the pit is fit for purpose. As well as the pit's state of repair, this must include an assessment not just of the hole, but also of the mass of concrete or other material that the hole is set within.



5.7.2. If EFL arrives on site to find a pit not as described, EFL reserves the right to cancel the installation and make appropriate charges for time, products and lost work resulting from the cancellation.

5.7.3. In the event that EFL is asked to shave a tree trunk to fit within a tree-pit, any subsequent structural failure of the tree as a result of or in part because of this reduced trunk diameter, this fault will be deemed as resulting from the use of an unsuitable pit

5.7.4. EFL will use pits lined with malleable materials (e.g. rubber), but strongly advises that such materials be replaced and reserves the right to charge for any subsequent visits.

5.7.5. Any key or combination required to access the pit should be passed on to EFL in good time so as not to delay the installation, and upon completion EFL does not accept liability for the way a pit is left, though EFL will do their utmost to leave a pit as found or as safe as may be reasonably expected.

5.7.6. If a Client would prefer to use an existing stand, whether or not it was bought previously from EFL:

5.7.7. It is the Client's responsibility to make sure that the stand is suitable for the job and is still complete and in a state of good repair.

5.7.8. EFL reserves the right to charge for any return visits wholly or partial caused by any failings of such a stand. Nor will EFL be held liable for any losses or damages so caused.

5.7.9. Should the provided stand or other product be found to be inadequate during an installation, EFL reserves the right to cancel the installation and charge for any reasonable costs and losses incurred.

6. CLIENT'S OBLIGATION

6.1. To provide EFL with all information reasonably required, including but not limited to:

6.1.1. Any access restrictions, tight corners, steps, slopes, doorways or arches;

6.1.2. Any structural information, including any relevant maximum loadings, both for the tree, stand and ballast in position, and for the vehicles, plant machinery and man power involved in its erection;

6.1.3. Any site-specific requirements, including lane closures, parking permits, time limits, etc;



6.1.4. Location, plug type, power type of electricity supply, including any required trip-hazard mitigating measures;

6.1.5. Any key measurements of the space or access route;

6.1.6. Any other details affecting the suitability of the chosen site, including but not limited to: the type of ground, its drainage, how level it is how flat it is, how firm it is.

6.2. Be present at the end of the provided service, as the completion must be signed off as being satisfactory. If you are not present, the service will be deemed as being accepted by you.

6.3. In extreme changes of weather conditions, certain plants and materials can be affected, suffering damage if not protected. The Client should take the necessary precautions to prevent damage as this is out of EFL's control.

6.4. Clients must advise at the time of placing an order or before if a site visit is required.

6.5. Clients are required to be present during take down EFL reserves the right to take this into account in the event of any later claims of dissatisfaction.

6.6. Where the contract is for the supply of a tree and/or hire of a stand only then the Client must report all defects within 48 hours of delivery.

7. SUPPLIER'S OBLIGATIONS

7.1 EFL undertakes to make all reasonable endeavours to complete the work within a reasonable timeframe or by a specific date if so agreed. However, unforeseen circumstances such as weather may hinder progress. In any case, EFL undertakes to keep the Client informed when appropriate.

7.2 EFL shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.

7.3 EFL shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings, fittings, wall, ceiling and floor coverings during the provision of the services.

7.4 EFL shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.

7.5 EFL shall at all times hold valid employer and public liability insurance policies.

7.6 EFL reserves the right to sub-contract any or all of our services.



- 7.7 All real Christmas trees require cold weather to put them in a state of hibernation, increasing the longevity of a cut tree. EFL cannot accept any liability for excess needle drop due to unseasonal weather conditions (warmer weather) during the harvesting.
- 7.8 Christmas Trees and greenery are a real, natural product; therefore the shape and fullness of the tree is subject to the forces of nature. We will take every care to provide a premium quality tree that meets our high standards. Should the Client feel the tree has not met their expectation, the Client must notify EFL within 48 hours of installation, giving EFL the opportunity to assess and rectify the matter should we concur that it does not meet our high standards.
- 7.9 All repairs and/or replacements deemed necessary by the Client but which falls under reasonably expected wear and tear, vandalism, adverse weather or any other factor beyond the control of EFL will be chargeable, and EFL will not be held liable for any losses or damages wholly or partially so caused.
- 7.10 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by EFL.
- 8 ALTERATIONS TO THE SPECIFICATION DOCUMENT
- 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 9 TERMINATION
- 9.1 Without prejudice to the above the employment of EFL under this Agreement may be terminated immediately where any of the following circumstances arise:
- 9.1.1 Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and, in the case of a breach capable of being remedied, fails to remedy it within 10 calendar days of being given written notice from the other party to do so;



9.1.2 Either party commits a material breach of this Agreement which cannot be remedied under any circumstances;

9.1.3 Either party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

9.1.4 Either party ceases to carry on its business or substantially the whole of its business; or

9.1.5 Either party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

9.1.6 Upon termination of the employment of EFL under this agreement the Client shall pay to EFL such sums as may represent work done and expenses incurred up to and including the date of the termination, and extending beyond this date in cases where safety to the public or property necessitates further works, or where a relevant third party requires goods be removed.

9.1.7 Any right to terminate the employment of EFL under this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

10 CANCELLATION

10.1 EFL reserves the right to charge up to the following percentages of the entire sum, as per that laid out in the specification document(s):

10.1.1 a minimum of 15% for all confirmed contracts

10.1.2 up to 50% if EFL is notified less than 28 days prior to the commencement date

10.1.3 up to 80% if EFL is notified less than 14 days prior to the commencement date

10.1.4 up to 100% if EFL is notified less than 7 days prior to the commencement date

11 FORCE MAJEURE

11.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.



12 SEVERABILITY

12.1 If any provision of this Agreement (clauses, sub clauses and parts thereof) is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 WAIVER

13.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

14 NOTICES

14.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post.

15 GOVERNING LAW & JURISDICTION

15.1 This contract is governed the laws of England and Wales.