

Terms and Conditions of Sale

Forest Direct Limited's (FDL) general Terms and Conditions are laid out in the Letter of Appointment and as agreed with you verbally and confirmed in written correspondence.

Materials and Standard of Work:

Fencing: It is assumed that fence repairs and/or fence replacement will be undertaken by the client directly and before new planting or restocking commences. If the client requires FDL to carry out fencing works on his behalf then, we will use good quality materials purchased from reputable and reliable companies. In addition, we will use reputable, qualified and experienced contractors to carry out work for you. If you are unhappy or have a complaint about materials or standards of work then you should notify us within 5 days by phone call or email so that we can address your complaint as quickly as possible. We cannot be held responsible for complaints that are raised at the end of a contract or a specific piece of work without this prior notification.

Groundworks: It is assumed that ground preparation ahead of restocking or new planting and/or road maintenance or new road formation will be undertaken by the client directly following FDL's guidance and recommendations. If the client requires FDL to carry out groundworks on his behalf then, we will use reputable, qualified and experienced contractors to carry out work for you. If you are unhappy or have a complaint about quality or standards of work then you should notify us within 5 days by phone call or email so that we can address your complaint as quickly as possible. We cannot be held responsible for complaints that are raised at the end of a contract or a specific piece of work without this prior notification.

Restocking and new planting: It has been assumed that the client will control vermin before restocking and during the establishment phase. FDL will use good quality materials purchased from reputable and reliable companies. In addition, we will use reputable, qualified and experienced contractors to carry out the planting work. Mounding and plant density for conifers has been calculated at 2700 trees/ha (200/ha above current grant requirements) so no allowance has been made to replace dead plants. Consequently, FDL cannot give any warranty on plant survival, growth or productiveness nor accept any liability for consequential losses.

Maintenance: It is essential that weeding and maintenance is carried out to ensure good quality and rapid establishment of young trees. FDL can inspect plantations and arrange maintenance for you using reputable and reliable contractors.

Harvesting and extraction of timber: The timber sales, harvesting and haulage prices provided are based on visual estimates from walk through surveys and on the current market rates. FDL will supervise the harvesting operations to help maximise the higher value product breakout. However, these prices can go up or down at any time and FDL cannot give any warranty that these will be the actual prices achieved until a formal contract with the timber buyer is entered into.

Payment

Credit Facilities: Where credit facilities have been arranged, payment will be due within 30 days of the date of the invoice, unless otherwise agreed between FDL and the Customer in writing.

Interest on overdue payments may be charged (at FDL's sole discretion) from the date when the payment becomes overdue and until the date of payment. Interest will be charged at 10% above the Base Rate of the Bank of England applicable at the time the invoice becomes overdue. In addition, FDL shall be entitled to withhold further services to the Customer where that Customer has failed to make payment of any invoice due.

Cancellations

If a contract is cancelled, either wholly or partially, and FDL has incurred costs in setting up or providing services, then FDL reserves the right to charge all its cost to the Customer.

Risk and Title

The risk in any goods or services shall pass to the customer upon delivery although goods shall remain the property of the Company until paid for in full.

Warranty & Liability

Whilst FDL will use its best efforts, experience and reputation to provide a professional service to our customer's satisfaction, no guarantee of completion by a fixed date can be given and no claim for any consequential loss will be accepted. Likewise, the Company cannot accept any liability for loss or damage arising from the use of any information supplied. In all cases the Company's liability is limited to replacing the items or services at fault, or at its discretion, making an allowance not exceeding the amount charged for the items or services in question.

Force Majeure

If FDL is unable to provide all or any of its items or services by reason of Force Majeure then it shall notify the Customer within 5 Business Days of the circumstances giving rise to Force Majeure and offer alternative arrangements. Force Majeure may include severe weather events, storms, floods, droughts, disease and pestilence, industrial disputes and other factors outside of FDL's control. FDL will not be liable for any claim relating to our failure to supply due to Force Majeure.

Acceptance of Terms

Completion of a Letter of Acceptance or other written confirmation (eg email) will imply acceptance of our terms and conditions which shall be governed by the laws of Scotland and shall have priority over any other conditions of purchase stated by the Customer.

Other:

Bills paid on the Customer's behalf will be recharged at Cost plus 5% admin fee.

Our management fees include up to 2 meetings per year. Additional meetings will be charged at the discretion of FDL.

All fee rates exclude VAT and will be reviewed on an annual basis.

Disclaimer:

FDL provides forestry services from information and plans provided freely by the client and other sources. FDL's provides an assessment of likely costs and revenues from the use of its staff and/or specialist contractors working on behalf of FDL. The estimates are made assuming unrestricted access and continuous working for the duration of the contract. In addition, estimates are made without geotechnical investigation, technical survey, volume assessment survey, survey for live building services, historical searches into property ownership and assumes that all permits, licences and permissions have been applied for and granted by the time that the contract works are scheduled to take place. As a consequence FDL cannot accept responsibility for the accuracy of the information provided or any consequential actions taken in connection with the information provided.