



6 January 2021

Leading a greener future

2021-007684
Sharon Sherborne
Portishead Town Council, The Folk Hall, 95 High Street, Portishead,
BS20 6PR.
deputyclerk@portishead.gov.uk

Dear Sharon
RE: Folk Hall Car Park

Thank you for the opportunity to provide you with a quotation for the Folk Hall Car Park site/project,

Our price includes the following works to be carried out:

- Re-pollard 3 x London planes back to previous points this would be £600+Vat
- Crown raises 4 x cherries around the perimeter of car park to 3 metres over car spaces.

The price for the above works to be carried out is **£663.56 + VAT**

If the trees are covered by a Tree Preservation Order or are in a Conservation Area, permission from the Local Planning Authority will be required under the Town and Country Planning Act 1990 before tree works can be undertaken. If required, I would be happy to undertake the required application and notification, with your acceptance of our quotation. Please note that this could take up to 8 weeks.

Arboricultural works will be carried out within the guidelines of British Standards 3998; 2010 'Recommendations for Tree Works'

Glendale Services Bristol is Arboriculture Association Approved Contractors with our Quality and Environmental Management Systems certified to BS EN ISO 9001. We hold Public and Products Liability Insurance cover to a £20 million limit of indemnity and Professional Indemnity Insurance to the value of £5 million. A copy of our Generic Risk Assessments will be available on request and can be forwarded to you on receipt of your official order to proceed with works.

All works will be completed by fully trained, qualified operatives and waste will be disposed of at a licensed facility unless otherwise specified. Our price is inclusive of all labour, materials and delivery charges.

I look forward to hearing from you, however, if you require any clarification please do not hesitate to contact me.

Yours sincerely,

Geoffrey White

This quotation is provided subject to Glendale's standard conditions of trading (conditions) below. These conditions apply to this quotation and any subsequent order notwithstanding anything to the contrary contained in or incorporated into any document from, or oral statement made by you, the customer. No variation or amendment to the conditions shall be of any effect unless expressly agreed, in writing, by a person authorised to sign on behalf of Glendale. By accepting this quotation, I confirm that I have read and I accept the conditions and payment terms of 30 days from the date of invoice.

Signed _____ Dated _____ Print Name _____



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Registered head office: The Stables, Duxbury Hall Road, Duxbury Park, Chorley PR7 4AT. Glendale Managed Services Limited registered in England no. 6720528, Glendale Countryside Limited registered in England no. 02121098 and Glendale Grounds Management Limited registered in England no. 01704156 trading as Glendale.

Conditions of Business - Sale

Definitions

1. "The Company" mean Glendale Countryside Ltd. "The Customer" means the customer of the company. "The Contract" means any contract for the sale of goods or supply of services by the Company to the Customer. "The Goods" means any goods forming the subject of this contract including parts or components or materials incorporated in them.

Existence in Contract

2. No contract shall come into existence until the Customer's order (however given) is accepted by the earliest of (a) the Company's written notice (b) delivery of the goods and (c) the Company's invoice. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred by the customer. No variations or amendments of this Contract shall be binding on the Company unless confirmed by it in writing

Prices

3. Prices exclude (freight insurance delivery charges) VAT and other taxes or duties. Prices involved are calculated in respect of the quantity of Goods actually delivered irrespective of the quantity in respect of which any quotation was issued. The Company shall have the right in respect of any uncompleted portion of the Contract to adjust its prices for any increase in the (price of materials parts labour transport charges in work or delivery schedules or quantities or any other) cost of any kind arising for any reason after the date of the Contract.

Payment

4. All invoices are payable without discount of any kind in pounds sterling on receipt of or as stated on the invoice at the Company's premises stated on the invoice in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all. Titles for payment shall be of the essence of the Contract. Without any prejudice to any other rights of the Company if the Customer fails to pay the invoice price by the due date the Customer shall not be allowed any discount given in that invoice (and shall pay interest on any overdue amount from the date of which payment was due to that on which it is made (either before or after judgement) on a daily basis at a rate of 4% pa. over the base rate from time to time quoted by Barclays Bank Plc) and reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

Title

5. For the purpose of section 12 of the Sale of Goods Act 1979 the Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the Company.

Notwithstanding the earlier passing of the risk title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them has been paid in full.

Until title passes the Customer shall hold the Goods as bailee for the Company and shall store or mark them as that they can at all times be identified as the property of the Company. The Company shall be entitled at any time before title passes to repossess (and dismantle [without being liable for any damage caused by doing so] and use or sell) all or any of the Goods (and so terminate [without any liability to the Customer] the Customer's right to use sell or otherwise deal in them) and for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of the Customer. Until title passes the entire proceeds of the sale of the Goods shall be held in trust for the Company and shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as the Vendor's money. The Company shall be entitled to maintain an action for the price of the Goods notwithstanding that title in them has not passed to the Customer.

Risk Delivery and Performance

6. Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent whoever pays his charges) at the Company's premises or other delivery point agreed by the Company. Risk in the Goods passes when they are delivered to the Customer. The Company may at its discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments each instalment shall be deemed to be the subject of a separate contract and no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods. The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of the Goods ordered. Any dates quoted by the Company for the delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates. If the Customer fails to take delivery of the Goods or any part of them on the due date and fails to provide any instructions documents licenses consents or authorisations required to enable the Goods to be delivered on the due date the Company shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then risk in the Goods shall pass to the Customer delivery shall be deemed to have taken place and the Customer shall pay to the Company all costs and expenses incurred including storage and insurance charges arising from its failure.

Claims Notification

7. Any claim for non delivery of any Goods shall be notified in writing by the Customer to the Company within 7 days of the date of the Company's invoice. Any claim that the Goods have been delivered damaged, are not of correct quantity or do not comply with their description

Scope of Contract

8. Under no circumstances shall the Company have any liability of whatever kind for:

- (1). the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company.
- (2). any descriptions illustrations specifications figures as to performance drawings and particulars of weights and dimensions submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations.
- (3). any information, technical recommendations, statements or advice furnished by the Company its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made: or
- (4). any variations in the quantities or dimensions of any Goods or charges in their specifications or substitution of any materials or components if the variation or substitution does not materially affect the characteristics of the Goods and substituted materials or components are of a quality equal or superior to those originally specified.

Extent of Liability

9. The Company shall have no liability to the Customer (other than liability for death or personal injury resulting from the Company's negligence) for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except in accordance with this condition. If the Customer establishes that any Goods have been delivered damaged are not of the correct quantity or do not comply with their description the Company shall at its option replace with similar Goods within a reasonable period of time any Goods which are missing lost or damaged or do not comply with their description allow the Customer credit for their invoice value or repair any damaged Goods.

If the Customer establishes that any Goods are defective the Company shall at its option replace within a reasonable period of time with similar Goods or repair any defective Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of the Company's manufacture assign to the Customer (so far as the Company is able to do so) any warranties given by the manufacturer of the Goods to the Company. The delivery of any repaired or replacement Goods shall be at the Company's premises or other delivery point specified for the original Goods. Where the Company is liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of other or other parts of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods. No claim against the Company shall be entertained for any defect arising from any design or Specification provided or made by the Customer or if any adjustments alterations or other work has been done to the Goods by any person other than the Company.

The Company shall not be liable where any Goods the price of which does not include carriage are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by the Company at the prices ruling at the date of dispatch. In no circumstances shall the liability of the Company to the Customer under this condition exceed the value of the Goods.

General

10. The Company may subcontract the performance of the Contract in whole or in part. The Contract is between the Company and the Customer as principals and shall not be assignable by the Customer without the express written consent of the Company. The Company shall have a lien on all the Customer's property in the Company's possession for all sums due at any time from the Customer and shall be entitled to use sell or dispose of that property as agent for and at the expense of the Customer and apply the proceeds in and towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sums due to the Company and the costs of sale or disposal the Company shall be discharged of any liability in respect of the Customer's property. The Company may at its discretion suspend or terminate the supply of any Goods if the Customer fails to make any payment when or as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company becomes insolvent has a receiver appointed of its business or is compulsorily or voluntarily wound up or the Company bona fide believes that any of those events may occur and in any case of termination shall be entitled to forfeit any deposit paid. All materials drawings specifications and other data provided by the Company shall remain its property and all technical information patentable copyright and registered designs arising from the execution of any orders shall become the property of the Company.

The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.

Cancellation

11. Orders for Goods which have to be made especially for the Customer will be charged in full unless notice of cancellation is received no later than (8 weeks) before the expected delivery date quoted in the Company's order acknowledgement and manufacture of them or any components for them has not commenced at the date of the notice. Orders for stock items may be cancelled at 14 days written notice.

Force Majeure

12. The Company shall not be liable for any failure in the performance of any of its obligations

shall be notified by the Customer to the Company within 7 days of their delivery. Any alleged defect shall be notified by the Customer to the Company within 7 days of the delivery of the Goods or in any case of any defect which is not reasonably apparent on inspection within 7 days of the defect coming to the Customer's attention and in any event within the period for the Goods not of the Company's manufacture the warranty period given by the manufacturer. Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods. The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall if so requested in writing by the Company promptly return any Goods the subject of any claim and any packing securely packed and carriage paid to the Company for examination.

under the Contract (or this agreement or deed) caused by factors outside its control.
Law and Construction

13. The Contract (or its agreement) shall be governed by the English law and the Customer (or agent as otherwise defined) consents to the exclusive jurisdiction of the English Courts in all matters regarding the Contract (or this agreement) except to the extent that the Company invokes the jurisdiction of the courts of any country.

Notices

14. Any notices to be given under the Contract (or this agreement) shall be in writing and telexed by facsimile transmission or forwarded by its first class prepaid (registered recorded delivery) letter post to the receiving party as its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the telex or facsimile transmission or on the day following that on which the notice was posted. Quotations remain valid for 90 days for non-plant items. Plant stock prices are subject to availability and can only be guaranteed for orders placed before 30th September. After this date current availability and prices can be checked by telephoning during office hours.