

18th January 2011

R.H. Howorth & Co Ltd
80 Shaftsbury Road
London
N19 4QN



The London Tree Centre
Hilfield Lane
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For the attention of Robin Howorth

Tel: 0208 950 4491
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Email. civic.trees@glendale-services.co.uk
Web. www.civictrees.co.uk

Dear Robin

Further to your recent enquiry concerning your site in Hampstead, I have great pleasure in detailing our budget quotation below.

QUOTATION ~ D 01102.01 H

Description	Qty	Rate	Total
Supply, plant, support and feed:			
Prunus avium 40/ 45cm girth 8.0 - 8.5m high	1	£1,980.56	£1,980.56

All prices subject to VAT.

Please note that Budget Quotations are not open to acceptance. Our prices are conditional on us making a site inspection to check access.

Inclusive Guarantee

The Supply & Plant price guarantees the quality of the trees - including their selection true to type, lifting, transportation and planting; all in accordance with BS 4043 semi mature tree transplanting. Also included in the basic Supply & Plant price is our guarantee that any tree we supply and plant will come into leaf in the first spring after planting, at which point our liability ends. For trees planted in leaf, that are obviously healthy and vigorous, we offer no such guarantee as their establishment is wholly dependant on them suitably being maintained after planting.

Replacement Warranty with Inspection Programme

If you wish to further cover your trees against failure to establish you can take out an extended warranty coupled with an inspection programme. The cost of this warranty (see Conditions of Sale Clause 16) is an extra cost of £396.12 + VAT per annum. This includes 2 inspection visits to feed, check tree condition and supports. This Premium is payable with your final invoice. The warranty is conditional on you watering and weeding the trees to our specification. The warranty runs from date of planting in 12-month periods. We have priced for one year though you can extend this if you wish.

A watering and weeding service is also available at an extra cost – please apply for further details.

Please note that guarantees and warranties do not cover trees that fail due to damage / vandalism to the tree or its surroundings (i.e. soil contamination or waterlogging). You should check with your insurers whether they will be covered under your normal policies.

Our price includes:

- Supply of the trees
- Excavation of planting pits using excavated material for backfilling
- Removal of surplus excavated material
- Delivery to site, off-loading and planting
- Guying
- Incorporation of irrigation pipe around the rootball
- Addition to the soil of composted green waste
- Backfilling to agreed levels

Our price does not include:

- Supply of fresh topsoil for backfilling (if required)
- Land drains, if required, to prevent waterlogging
- Traffic management – please ensure all waiting restrictions are suspended
- Obtaining permits to work from statutory bodies
- Identification of service routes
- Reinstatement works
- Standing time

We need you to note:

- Prices valid for 14 days from date of this quotation
- All prices subject to VAT
- Our Conditions of Sale, particularly Clause 20 relating to underground services. Our Insurers advise that the client must remain responsible for locating any services and for damage caused to services throughout the execution of the works.
- Clause 9 regarding access
- Works aborted for whatever reason charged pro rata
- Water should be freely available to us at time of planting

Terms: 50% with order, balance on completion. Payment strictly 30 days from date of invoice, no retention, no discount (**cheques made payable to Glendale Countryside Ltd, or alternatively, you may pay by BACS, credit or debit card**)

I hope I have provided you with all the information you need.

Yours sincerely
Deric Newman
deric.newman@civictrees.co.uk



Conditions of Sale

TERMINOLOGY In these Conditions of Sale the seller is referred to hereunder as the Company and is a member company of The Civic Trees Group of Companies. The buyer is referred to hereunder as the Customer or as the Purchaser, whether as such being the Principal or Agent for the Principal.

1 AVAILABILITY All items are offered subject to availability on receipt of order.

2 ACCEPTANCE The placing of an order will be held as acceptance of the conditions of sale stated hereon. All orders must be confirmed in writing.

3 DELIVERY All orders will be executed in rotation unless special arrangements are agreed.

4 CREDIT New customers are requested to send two trade references and a Bank reference with their first order.

We reserve the right to refuse any order should unsatisfactory credit information be received, or to request payment on delivery.

5 PAYMENT will be due strictly in accordance with the terms set out in our quotation. A credit charge of 2% above base rate per month will be levied on all accounts which exceed the credit terms.

6 OWNERSHIP OF GOODS It is understood that legal title to the goods will not pass to the Customer until full payment is received by the Company. Should the Purchaser appoint a receiver, liquidator or trustee in bankruptcy, having disposed of the goods to a third party, then the proceeds from the sale of goods shall first be used to satisfy the Company's account.

7 RECLAMATION OF GOODS The Company reserves the right to uplift goods supplied if payment is not received after one month's written notice has been given.

8 INSPECTION AND REJECTION OF GOODS If goods supplied are to the specification quoted, but are rejected by the Purchaser, we reserve the right to charge, as liquidated damages, without having to prove our action, 50% of order value for uninstalled goods or 75% of order for installed goods.

9 ACCESS FOR PLANTING Goods are offered on the assumption that, unless otherwise specified, there will be adequate hard based reasonably straight and level access for our road vehicles and planting equipment to the edge of each planting pit. If extra equipment is necessary in order to reach pits inaccessible to road vehicles, the extra costs incurred, plus 10%, will be charged to the Customer.

10 REINSTATEMENT Access for our planting vehicles over breakable surfaces is acceptable to the Company only at Customer's liability for reinstatement and no claims for disturbance can be entertained.

11 OBSTRUCTIONS Services lines, pipes or obstructions encountered whilst planting are the responsibility of the Customer unless specifically identified in advance and accurately located on a scaled plan provided to the Company's office and indicating height or depth in relation to surface level. Any extra work incurred through lack of such information will be charged extra to the Customer, at cost, plus 10%.

12 LEVELS Trees will be planted at the appropriate average level given by the Customer's alignment pegs relevant to each pit. Subsequent adjustment to a changed level or changed position will be chargeable extra, at cost, plus 10%.

13 WARRANTY Goods supplied and specified with a solid rootball, but shown by photographic records (ours or Customer's, produced within 30 days) to have a rootball broken more than one quarter of its circumference will be covered by our Warranty of Good Workmanship and, providing such goods are conscientiously maintained and cared for by the Customer throughout a twelve month recovery period, we undertake to replace as under item (f) of our Maintenance and Replacement Scheme under Clause 16 below.

14 DELIVERY ACCEPTANCE The Customer or his representative is requested to sign our Delivery Note, on which should be entered any shortages, complaints or errors.

15 COMPLAINTS All such complaints as in Clause 14 above should also be notified by telephone to the Company within two days and confirmed in writing within seven days. Failure to do so may render any such complaints void.

16 MAINTENANCE AND REPLACEMENT A Scheme for the Company to maintain trees and to replace failures free of charge is available at the Company's discretion. Where such a Scheme is offered, the replacement premium charged will be based on anticipated death of approximately one tree for every 20 trees planted. The replacement guarantee is available, where quoted, in conjunction with maintenance operations. At the Company's discretion, maintenance quotations will include either (a) watering by the Company, or (b) watering by the Customer and inspection visits by the Company.

The terms of the Scheme are as follows:

- (a) The premium is payable on invoicing.
- (b) Where watering is the responsibility of the Company, a suitable water supply is available on site free of charge to the Company during the maintenance period.
- (c) During this period, we will make regular visits to inspect the trees and, where contracted, to feed, water and mulch the trees and attend to the guys, supports, etc.
- (d) For one premium we will replace without further charge any tree that dies within one year of transplanting.
- (e) For two premiums we will replace without further charge any tree that dies within two years of transplanting.
- (f) The guarantee covers death through natural causes other than fire, flood, storm or waterlogging, but not death or damage due to human or animal interference, or pollution. Death due to beetle attack also excluded.

17 GUARANTEE OF SUCCESS beyond or besides that detailed in Clauses 13 and 16 above is expressly excluded.

18 PRUNING OF TWIGS AND BRANCHES For safe transportation, it is necessary to tie up the crown. In spite of every care by our experienced staff, we cannot avoid some breakage of brittle or awkwardly shaped branches. These breakages are pruned out as part of the 20% reduction of the crown to balance the demand on the reduced root system. Unless the shape of the crown is thereby irretrievably lost, we cannot accept such necessary pruning as a reason for rejection by the Customer.

19 CANCELLATION Due to the cost of selecting, quoting and reserving trees, we retain the right to apply a cancellation charge of up to 90% in the event of a cancelled order. The actual percentage will depend on the amount of work carried out and the expenditure incurred by the Company towards the confirmed order.

20 UNDERGROUND SERVICES near to the works are required to be accurately identified to us by drawing and in writing, before we are required to commence the work. Our Insurers will only accept liability for damage to services thus indicated and we expressly disclaim any liability for damage to services within the works.

21 DISCLAIMER Subsequent upon satisfactory completion and acceptance of work and/or trees(s) required of it by written instruction, the Company explicitly disclaims any liability, actual or implied, for damage, nuisance or danger to persons, property, structures, etc., attributable in any way whatsoever to the presence of the said works and/or tree(s).