

TILHILL FORESTRY LIMITED

Conditions of Sale



B FORESTRY SERVICES

- 1 The Client Estimate or Fixed Term Estimate ("the Estimate") contains the best estimate which Tilhill Forestry Limited can give at the present time of the total current cost, exclusive of VAT, to the person(s), firm or company named as owner ("the Owner") for managing, organising and carrying out in relation to the property mentioned in this Estimate ("the Property") the work itemised in this Estimate ("the Specified Work") during the twelve month period or periods there set out ("the Periods"). This Estimate and the performance of the Specified Work are subject to the following terms and conditions.
- 2 Acceptance of this Estimate in writing by the Owner signing one copy of this form shall have the consequence of appointing Tilhill Forestry Ltd ("the Company") as Managers of the Property for the first Period and to committing the Owner to pay to the Company the costs specified in this Estimate. A letter of acceptance or a signature on behalf of the Owner by a duly authorised agent will have the same consequence.
- 3.1 The Company's appointment as Managers of the Property shall continue unless and until this Agreement is terminated by either party giving written notice to such effect. Such notice shall be not less than twelve months unless a different period is mutually agreed in writing.
- 3.2 The Company shall be entitled to terminate this Agreement without notice on the occurrence of any of the following events:-
 - (a) the death of the Owner
 - (b) if any sums due to the Company from the Owner remain unpaid for a period in excess of 30 days or if the Owner commits any other breach of these conditions and fails to remedy the same within one month after the service on him by the Company of a notice requiring such breach to be made good.
 - (c) if the Owner commits an act of bankruptcy or has a receiving order made against him or makes a composition with or signs a trust deed for behoof of his creditors or being a company enters into liquidation or suffers the appointment of a receiver or administrator.
 - (d) if there is any change in the ownership or occupation of the Property or any part thereof or if the Owner grants or creates in favour of any third party any licence or right which may prevent or hinder the Company from performing its obligations under these conditions.
- 3.3 Any such termination as aforesaid shall be without prejudice to any rights of either the Owner or the Company which may have accrued up to the date of such termination.
- 4 Acceptance of this Estimate as aforesaid shall, subject as hereinafter mentioned, be authority for the Company to organise and carry out the Specified Work in relation to the Property in accordance with these Conditions and the Company shall have full right and licence to enter on the Property for all purposes connected with management and the organisation and carrying out of Specified Work and is authorised to give permission to shoot on the Property for purposes of wildlife management, crop protection and pest control, where these operations are included as Specified Work.
- 5 The Company shall be entitled to continue to carry out work on the Property in accordance with this Estimate and its conditions until either the Owner, or a duly authorised agent on his behalf, accepts a revised estimate which shall then replace and supersede this Estimate, or either party terminates the Company's appointment as Managers as provided for above.
- 6 As soon as convenient after the end of the first Period of this Estimate the Company shall submit to the Owner a revised estimate, setting out any changes in the specified Work for the other Period or Periods mentioned in this Estimate which the Company or the Owner considers necessary or desirable, and an estimate of the work to be carried out in the twelve month Period immediately following the last Period mentioned in this Estimate.
- 7 The Company shall, except when prevented or substantially hindered from doing so by factors directly or indirectly outside its control, in particular strikes, default by suppliers, lock outs, fire and extraordinary weather, use all reasonable endeavours to organise and carry out the Specified Work within the Period set out against that work in this Estimate.
- 8 The cost to the Owner of organising and carrying out the Specified Work is estimated to be the aggregate sum set out in this Estimate which is the best estimate which the Company can make at the present time of the cost of organising and carrying out the Specified Work at current costs. However, if it appears to the Company, having regard to the actual total cost of organising and carrying out the Specified Work for the current Period, that the cost will vary from that shown in this Estimate then the Company at its sole discretion shall be entitled to decrease the cost by any amount or to increase it by up to 10%, without reference to the Owner.
- 9 Any references in this Estimate to income from the property whether by way of timber sales, rents, Forestry Commission and other grants or otherwise are approximations only and not binding on the Company.
- 10 The Company is authorised by H.M. Customs and Excise to issue self-billing invoices in respect of all income received on behalf of clients.
- 11 The Owner shall pay for the cost of the Specified Work and charges set out in this Estimate on the following basis:-
 - (a) the Company will issue invoices, credit notes and self-billing invoices as appropriate.
 - (b) payment of invoices will be made by the Owner or his authorised agent within 30 days of the end of the month of invoice.
 - (c) a statement of account will be prepared each month showing that month's transactions, including payments received from the Owner and on behalf of the Owner. The statement will show the net balance due to or from the Owner.
 - (d) payment of net balances due to the Owner will be made by the Company within ten working days of the month end subject to bank details being provided by the Owner.
 - (e) without prejudice to the rights of the Company under Clause 2 hereof, if any sums due to the Company by the Owner remain unpaid at the due date the Company thereafter shall be entitled to charge annualised interest on such sums at 2.5% above the base lending rate of the HSBC Bank plc for the time being in force until payment is received and shall be entitled to cease carrying out any work until payment is made.
 - (f) the Company may at any time set off any liability of the Owner to the Company against any liability of the Company to the Owner, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under any Estimate, in relation to any Property or the Specified Work. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under Estimate, in relation to any Property, the Specified Work or otherwise.
- 12 The agreement between the Company and the Owner shall be subject to and its construction of validity and performance shall be governed in all respects by the Laws of Scotland, England or Wales depending upon the country in which the works are undertaken.
- 13 All estimated costs are exclusive of Value Added Tax payable in respect of goods and services supplied will be borne by the Owner.