



MARK WELBY  
CONSULTING ARBORISTS

# Terms & Conditions

For the provision of  
Arboricultural Consultancy Services

*Citation:* These terms and conditions may be cited as: **MW.T&C/2025**



Mark Welby DipArb(RFS), TechCert(ArborA), FARborA, RCarborA  
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M Welby Ltd trading as Mark Welby Consulting Arborists  
Hampshire, UK



## 1. Applicability and Interpretation

- 1.1. These Terms apply to any commissioned work between M Welby Ltd (“the Consultant”) and the Client for the provision of arboricultural consultancy services.
- 1.2. In the event of a conflict between the Schedule (fee quote or instruction brief) and these Terms, the Schedule shall prevail.
- 1.3. The Agreement constitutes the entire understanding between the parties and supersedes any previous agreements, whether written or oral.

## 2. Responsibilities

- 2.1. The Consultant shall exercise all reasonable skill, care, and diligence in providing the consultancy services.
- 2.2. Professional indemnity insurance will be maintained and evidence provided upon request.
- 2.3. The Consultant provides services as an independent contractor; no relationship of employment or agency is created.
- 2.4. Project records will be retained for a minimum of two years from completion and may be reproduced for a reasonable copying fee.
- 2.5. The Consultant adheres to the Arboricultural Association Code of Ethics and professional conduct standards.

## 3. Charges, Invoicing, and Payment Terms

- 3.1. Unless otherwise agreed, invoices will be issued upon completion of the work. Documents will be released once invoices are settled.
- 3.2. Additional costs resulting from incomplete or inaccurate information supplied by the Client will be chargeable.
- 3.3. Interest at 4 % above the Bank of England base rate may be charged on overdue sums.
- 3.4. Disputed items must be notified immediately; undisputed portions remain payable.
- 3.5. Additional work or variations shall only proceed upon written confirmation by the Client.

## 4. Company Details

- Company name, registered address and postal address:  
M Welby Ltd, Hillview, Froxfield, Petersfield, GU321BZ
- Trading as *Mark Welby Consulting Arborists*
- VAT registration No. GB338 3536 87
- Company No. 12358070

## 5. Health and Safety

- 5.1. The Client must inform the Consultant of known or potential hazards or access restrictions before work commences so that appropriate risk-mitigation measures can be implemented.

## 6. Arboricultural Association Code of Ethics

- 6.1. The Consultant shall act in accordance with the Code of Ethics of the Arboricultural Association and the Business Protection from Misleading Marketing Regulations 2008.
- 6.2. All recommendations will be based on arboricultural knowledge and evidence.

## 7. Limit of Liability

- 7.1. The Consultant's total liability under this Agreement shall not exceed the greater of £1,000,000 or the total fees paid for the specific instruction.
- 7.2. Liability is excluded for any consequential, indirect, or economic loss.
- 7.3. Nothing in these Terms excludes liability for death or personal injury caused by negligence.

## 8. Data Protection and Confidentiality

- 8.1. The Consultant complies with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 in processing any personal data.
- 8.2. Personal data will be used only for legitimate business purposes connected with the performance of this Agreement.

- 8.3. No data will be shared with third parties except as required by law or essential for service delivery.
- 8.4. Reasonable technical and organisational measures will safeguard client information.
- 8.5. Clients may request access, correction, or deletion of personal data by contacting mark@mwelby.com.
- 8.6. Project records will be retained for at least two years after completion unless a longer period is required for legal or professional reasons.

## 9. Facilities and Access

- 9.1. The Client shall arrange for or grant The Consultant safe access at all reasonable times to such premises as may be necessary for the provision of the Consultancy Services.
- 9.2. Any downtime incurred as a result of restricted access, that is not the fault of The Consultant, will be chargeable at the standard hourly rate.

## 10. Termination

- 10.1. Either party may terminate the Agreement by written notice if the other commits a material breach or becomes insolvent.
- 10.2. Fees for work completed up to the date of termination shall remain payable.

## 11. Confidentiality

- 11.1. The Consultant and the Client shall keep confidential all information of the other party, whether marked as confidential or not, obtained under or in connection with the provision of the Consultancy Services and shall not divulge the same to any third party save with the prior written consent of the other party. The provisions of this clause shall survive termination of the Agreement and continue to apply for a period of two years post-termination.
- 11.2. The provisions of the above clause shall not apply to information in the public domain (other than by breach of this clause); or information obtained from a third party who is free to divulge the same, or such confidential information is required to be divulged by law.
- 11.3. Both parties shall only divulge confidential information to such employees who have a need to know and are bound by similar obligations of confidentiality as set out in this clause.

## 12. Intellectual Property

12.1. Unless otherwise agreed in writing, all intellectual property rights arising out of the provision of the Consultancy Services shall vest in The Consultant. Subject to The Consultant having been paid all sums due under the agreement, The Consultant shall grant to the Client a worldwide non-exclusive non-transferable royalty-free licence to use and have used the intellectual property for any purpose.

## 13. Force Majeure

13.1. The Consultant shall not be liable for any failure or delay arising from events beyond reasonable control, including extreme weather, illness, equipment failure, or actions of third parties.

## 14. Dispute Resolution

14.1. Any dispute or difference which cannot be amicably resolved by the parties shall: where the Client complains of unethical or unprofessional conduct on the part of M Welby Ltd, who is a member of the Arboricultural Association, such a complaint shall be referred to and resolved under the provisions of the Arboricultural Association Code of Conduct; and all other disputes or differences shall be referred to the non-exclusive jurisdiction of the courts of England and Wales.

## 15. Third Party Rights

15.1. No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this contract shall be enforceable by a third party either under the Contracts (Third Parties) Act 1999 or otherwise.

## 16. Governing Law

16.1. These Terms shall be governed by and construed in accordance with the laws of England and Wales, and any dispute shall be subject to the exclusive jurisdiction of the English courts.