

COMMEMORATIVE TREES SCHEME TERMS & CONDITIONS

In these terms and conditions the word “Council” means the Council of the District of Rother.

Trees

1. The tree will become the property of the Council and will remain so for the life of the tree.
2. Charges will be based on current rates at the time.
3. It is the responsibility of the donor to contact the Council with any change of address, otherwise the last known address will be used. If this proves to be incorrect we are not duty bound to pursue this matter further.
4. The Council, through the use of public funds, will make every effort to maintain the tree in good condition. However, the Council is not responsible for loss of the tree due to inclement weather, for example severe frost or drought.
5. The type of tree and its positioning on site will be at the final discretion of the Council.
6. All requests will be treated on a strictly first come first served basis and are subject to a space being available on site.
7. The Council shall not be held accountable for any future works or planning alterations/changes to the site(s) or the surrounding areas.
8. The Council reserves the right to transfer or assign ownership control or management of the Scheme and any contracts in relation at any time.

Plaques

1. The Council will not be liable for the cost of replacing a plaque if it should become stolen or vandalised. However, the donor may pay for a replacement plaque, this is a chargeable service.
2. If the donor wishes to make changes to the wording after it has been produced or installed the Donor will be responsible for the additional cost. If an error or discrepancy occurs on the part of the Council additional cost will be the responsibility of the Council.
3. The Council reserves the right to refuse to accept a request or to refuse any inscription request that is deemed inappropriate.
4. Members of the public are not permitted to commission their own plaque for a tree/shrub – all plaques must be purchased through the Council and are subject to standard rules regarding size, material and fonts.
5. Should members of the public wish to replace a plaque, the new plaque will be subject to current rules regarding the above.

Payment

1. The monies are to be paid in full when the final agreement is completed and includes purchase, installation and plaque installation/inscription.
2. The Donor will receive an Official Receipt for the monies paid.