



## Terms and conditions of contract

### **The contractor**

The contractor agrees to perform work in a competent manner and in compliance with the spec contained in the job contract.

### **Amendments**

Any amendments to the contract spec will incur additional costs based at current hourly rates.

### **Payment**

All contracts are accepted on the basis of full payment on completion of work or within invoice term if agreed prior. Interest may be charged on any amount owing after the due date at a rate of 2.5% per month. Any expenses, disbursements and legal costs incurred by tree contracts in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitors fees or debt collection fees.

### **Tree preservation and conservation areas**

The trees concerned in the contract may be protected by a local or regional authority. Where it is necessary to obtain consents from the relevant authorities, it will be the responsibility of the tree owner, unless TreeContracts is authorised by the owners to carry out this service.

### **Private covenants and boundaries**

Investigation of private covenants and boundaries shall be the responsibility of the client and no liability shall be attached to the contractor for a breach of any such covenant or boundary. The client must obtain written permission from all tree owners prior to TreeContracts commencing work.

### **Underground services**

Unless the exact location of underground pipes, wires or cables has been supplied to us prior to the formation of the contract, the contractor shall be under no liability for any damage caused to them under the contract. The client shall be solely liable for any such damage.

### **Hidden obstructions**

The contract is based on the assumption that the trees are free from metal, stone or other hidden obstructions. In the event of a tree being impossible to fell in the normal manner, the company reserves the right to charge additional costs based at current hourly rates.

### **Driveways and footpaths**

TreeContracts will attempt to minimise any damage to footpaths and driveways, however in the event our equipment causes settling, cracking, marking or other damage to footpaths and/or driveways, the repairs are not included in the contract price.

### **Fences**

TreeContracts will attempt to minimise any damage to the clients' fences. Fence repairs are not included in the contract price.

### **Lawn repair**

TreeContracts will attempt to minimise any disturbance to the clients' lawn. Lawn repairs are not included in the contract price.

### **Clean up**

Clean up shall include removing of wood, brush and raking of the area affected by the specific work, unless otherwise noted on this contract.

### **Wood and wood chips**

All wood and wood chips removed from site shall be deemed the property of TreeContracts unless specifically agreed in the terms of the contract.

### **Logs and firewood**

The term 'firewood' refers to logs no smaller than 15cm in diameter which can be cut into rings left in log form or removed from site. If firewood or logs are not mentioned in this contract, they will be left on site.

### **Transplanting and planting**

TreeContracts will use best practice while transplanting or planting trees but cannot guarantee the survival of the tree/trees and will not be liable for and financial reimbursement for the cost of the relocation or the loss of the tree/trees.

### **Insurance cover**

All work carried out by the contractor is covered by \$2,000,000 public liability insurance for damage to persons or property that may result in the implementation of the contract.

### **Liability limit**

The contractors liability shall be limited to the maximum amount of the contract of the contract.

### **Expiry of contract**

30 days after date of contract, the contractor reserves the right to withdraw and re-price the contract.

### **Cancellation fee**

TreeContracts reserves the right to charge a cancellation fee of 25% of the contract if less than 12hrs notice of cancellation is given.

### **Complaints**

Any complaints which may arise from work performed under any contract arising from acceptance of the contract must be made within seven days of completion of contract.

### **Arbitration**

Should any dispute arise to the interpretation of the contract, it shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments. Any decision of the arbitrator shall be final and binding upon the parties.