



## 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 spec/quote/price.

### **Amendments**

Amendments to the contract spec and price, must be agreed by both parties.

### **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.

### **Complaints**

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

### **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 spec/quote/price 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 re-quote accordingly.

### **Access**

The tree owner accepts full responsibility for their driveways and paths and understands that to carry out work specified in the contract, it may be necessary to use heavy machinery that could damage driveways and paths. The contractor will not be liable for damage caused to driveways and paths.

### **Insurance cover**

All work carried out by the contractor is covered by \$5,000,000 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 spec/quote/price of the 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 spec/quote/price.

### **Expiry of spec/quote/price**

Three months after date of spec/quote/price, 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.

### **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.

### **Transplanting**

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