

## Terms and Conditions of Quotation

1. By signing, dating and returning to Treotech Specialist Treecare Limited the care and acceptance portion of this quotation or by verbal instruction you are confirming that you are contracting Treotech Specialist Treecare Limited to undertake the services described in this quotation on the terms set out below and that you have the authority to have these services carried out on the property described as the site overleaf.
2. Treotech Specialist Treecare Limited reserves the right to withdraw this quotation before it is accepted. If this quotation has not been accepted, it will lapse without notice 30 days after it is given.
3. The price or prices provided for in the quotation exclude GST, which must be paid by you in addition to the price or prices quoted. Unless specified.
4. Amendments to the services described and the price provided for in the quotation must be made in writing and agreed upon by both parties.
5. All services are carried out on a cash basis unless otherwise agreed. Payment is due within 7 days from the date of invoice for private clients and 20<sup>th</sup> of the month following for commercial clients. Treotech Specialist Treecare Limited reserve the right to charge interest at a rate of 5% above the current overdraft rate which Treotech Specialist Treecare Limited has with its principal trading bank. Any cost incurred by Treotech Specialist Treecare Limited in the collection of overdue accounts will be recovered from the customer.
6. Damage to any underground services such as pipes or cables (water, power, telecom etc) shall be the responsibility of the property owner unless the exact location of such services is supplied to Treotech Specialist Treecare Limited. A cable location service can be provided if required at an additional cost.
7. Quotations for felling are 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 reserve the right to increase the price in accordance with its standard fees and charges.
8. Stump grinding involves the removal of the tree stump to a depth of 150mm, but does not include the removal of lateral roots or stump grindings, unless specified otherwise.
9. Firewood left on site will be in rings but not split unless specifically included in the services described in this quotation. All lengths are approximate.
10. 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 cause damage to their own driveways or pathways and paths. The contractor will not be liable to you or any third party for any damages, including any oil/residue, caused to driveways or pathways or other property.
11. While the contractor will carry out best practice methods in relocating trees, Treotech Specialist Treecare Limited cannot guarantee the survival of the relocated tree/trees and will not be liable for any financial reimbursement for the cost of the relocation or for the loss of the tree/trees or for any other loss.
12. It is the responsibility of the property owner to identify any protected trees on the property and gain the necessary consents required unless Treotech Specialist Treecare Limited is authorized by the property owner to undertake this service.
13. It is the responsibility of the property owner to define all boundaries.
14. Investigation of Private Covenants and Boundaries shall be the responsibility of the Client and Treotech Specialist Treecare Limited shall not be liable to you or to any third party for breach of any such Covenant or Boundary. The Client must obtain written permission from all tree owners prior to Treotech Specialist Treecare Limited commencing work.
15. All warranties and representations including those expressed or implied by law in respect of the services supplied are excluded to the extent permitted by law. Treotech Specialist Treecare Limited shall not be liable for any indirect or consequential loss of any kind and Treotech Specialist Treecare Limited's total liability in relation to the services supplied is limited to refunding the price paid for the services.
16. Where you are acquiring the services for business purposes, the Consumer Guarantees Act shall not apply.
17. You understand that information given by you to Treotech Specialist Treecare Limited will be held by Treotech Specialist Treecare Limited and used by Treotech Specialist Treecare Limited in fulfilling its obligations in respect of the services and may be used to offer you other services provided by Treotech Specialist Treecare Limited. You may ask for access to, and request correction of, any of your personal information held by Treotech Specialist Treecare Limited.
18. Treotech hold ISO 9001:2015, ISO 14001:2015 and ACC Tertiary certifications. Copies of these are available upon request. Should any further compliance documentation be required an administrative fee may be incurred.