

## Frontier Tree Services Trading Terms & Conditions

Tree Focus Pty Ltd T/A Frontier Tree Services (us/we) and the authorising party (customer/you) agree that the following terms and conditions are understood & followed by both parties.

**Guarantee** We guarantee to supply the service that has been agreed upon, as per our supplied written quotation. If you are unsatisfied with any works, we will do our best to ensure you are satisfied. Our commitment to you as a customer is of utmost importance. We will strive to exceed your expectations in every instance.

**Contract** Your acceptance of our written Quotation (which you agree may be implied from your authority for us to enter your property to undertake the works) is your acknowledgment of receipt and acceptance of the terms of the Quotation

**Insurance** All employees are covered by current Employees Compensation. We are insured for personal injury and property damage liability. Copies of these insurances can be made available on request.

**Safety** Whilst we are fully insured, you agree to adhere to the guidelines we follow and you will comply with all directions we give you to enable us to undertake the work. All onlookers within the vicinity of the works being performed must remain at a safe distance (as designated by us) from the worksite at all times. Additional charges may apply in the event that work is required to stop or be delayed due to anyone failing to follow our directions including if someone enters the worksite or for any reason beyond our control. You warrant that you are not aware of any, thing, fact or circumstance that is or could give rise to any danger to us.

**Tree Care Standards** All tree works will be carried out in accordance to the to Australian Standard AS4373

**Quotation** Quotations are valid for 30 days from the date shown on the quotation unless otherwise stated by us. You acknowledge that any alterations you may request to be made to this quotation may require a new quotation and a delay in undertaking the works. Alterations to a quotation will only be considered up to the time of Quotation acceptance. No changes can be made to this quotation once it has been accepted although we may at our absolute discretion accept directions from you at the time of undertaking the works which may be a variation from the Quotation. Additional charges may apply to items /tasks carried out on site at your request and may not be itemised on this quotation, as we generally Quotation for time required onsite.

### Tree Ownership

1. You warrant that all trees listed in our quotation are located on your property, and if not, that you have received permission and have authority from the owner to allow us to perform the specified works. You agree to indemnify us against any claim, liability, damages or costs incurred as a result of any dispute associated with the authority given to us to remove or deal with any tree,
2. You warrant that all trees dealt with in our quotation have, if necessary, received any and all appropriate consent, permission or approval to be dealt with in accordance with our quotation. You hereby indemnify and save us harmless against any claim, liability, damages or costs incurred by us due to any failure to hold all necessary consent, permission or approval.

**Concealed Contingencies** Any additional works or equipment required to complete the agreed works, caused by your failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground or any other condition not apparent in quoting the work specified shall be paid for by you on a time and material basis. We are not responsible for damages to underground sprinklers, drain lines or underground cables unless they are accurately mapped out by you and provided to us prior to the commencement of works.

**Disclosure Statement** Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree, or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled.

**Completion of Contract** Accepted Quotations will be scheduled as soon as possible with other jobs in the area, to minimise travel expenses. Scheduling generally occurs the week before the work is scheduled. In the event of factors out of our control (such as cancellations etc) we may reschedule your job on the same day. We always endeavour to provide as much notice as possible. We always endeavour to accommodate specific date or time requests however this is not always possible.

**Cancellation Fee** We require you to provide at least 1 business days notice prior to schedule works of any full or partial work cancellation for jobs that have been booked. Your request must be acknowledged and accepted by us. In the event that a crew has been dispatched to your job site, a minimum fee of \$330.00 will apply.

**Equipment Access** All prices Quoted assume our truck-mounted equipment will have access to the property wherever possible with minimal disruption. If this is unacceptable, we must know prior to acceptance of the quotation and scheduling of the works. We will take all possible care to minimise any damage to the surrounding area; however we accept no liability for damage to walk ways, turf and concreted or the surface of any work areas or any damage to subterranean structures. It is the customer's responsibility to ensure all removable items are removed from the work area prior to us arriving to site. We accept no liability for any damage incurred. It is your responsibility to gain permission for access into your neighbours property, laneway or council park etc in order to assist in any tree work stated on the quotation (this includes obtaining access keys for park gates etc). It is your responsibility to inform all neighbours etc of the nature of work to be carried out as stated on the quotation, such as fence line clearance etc. All notification requirements will be clearly marked out on the bottom of the quotation. If access is required to neighbouring properties you must obtain the neighbours permission on the release we provide to you. We will not book in your work until we have received the release from you signed by your neighbour or you advise that you have the same, and will provide it to us when we come to undertake the works. If the neighbours release is not available to give to us we shall not undertake that work which may cause a review of the work able to be done and an adjustment in the quotation..

**Tree Removal** We will complete the removal of any tree as close to ground level as possible and remove all debris (unless otherwise stated). Additional charges may be incurred for any unforeseen metal or concrete found in tree upon notification to you. Tree stumps can be poisoned upon request to help prevent future re-growth. An initial application will be made; however poisoning is not 100% effective in all instances and further applications may be required by you. Re-applications can be carried out by us starting from \$55.00. When completing our duties you acknowledge that damage may be caused to surfaces, gardens or surrounding structures by falling trees, branches, limbs, leaves, dust, seeds/seed pods or by the relocation of debris from the site of the works to our machinery including (but not limited to) fall damage, indentations, scuff marks, drag marks, sap and soil marks or friction marks. You hereby release us from any liability, loss, claim or damage associated with our undertaking the works unless such liability, loss. Claim or damage is due to our intentional negligence. We are not responsible for paving, concreting, walkways, driveways; garden edging etc that may be damaged or affected due to the nature of our works. This includes damage caused to surfaces by relocating debris from the site of the works to our machinery including (but not limited to) scuff marks, drag marks, sap and soil marks or friction marks. All care is taken in relocating debris however the severity of any marks is dependent on the type of surface and species of vegetation.

**Stump Grinding** If quoted, stump grinding means the mechanical grinding of the visible tree stump and its roots to below ground level. Stump hole will be backfilled with stump chips and a mound of remaining chips left onsite (unless otherwise stated on quotation). It is the customer's responsibility to inform us of the location of any underground services in the vicinity of the stump. We accept no liability for damage to any service that you have not previously advised as to its exact location or for any damage to any un-marked services.

**Tree Bracing** Bracing of trees is intended to reduce the hazard potential only. It does not permanently remedy structural weakness and does not guarantee against failure. Braced trees require periodic inspections and unless otherwise you are not instructing us to undertake future inspections.

### Clean-up

1. Clean-up to include removal of logs, branches, leaves and twigs.
2. The work area will be raked but some excess saw dust, leaves, branches or twigs may remain.

**Payment** All payment arrangements will be discussed at the time of scheduling job by us. If you are unable to be on the job site when the work is completed, payment will fall due upon the receipt of an invoice (strictly net 7 days). If you default in paying the invoice when due you agree to pay a monthly account keeping fee of 8% of the moneys owing until paid in full. Any accounts not settled within 30 days from date of invoice will be passed over to a collection agency and will incur further fees and you hereby agree to indemnify us against any such cost incurred. You also agree to pay on default all costs and expenses incurred in exercising our rights of recovery from you and indemnify us against any losses resulting from the default.

### Dispute Resolution

1. When a dispute arises between us, you agree to comply with our dispute resolution process. To this end a party with a complaint against the other is first required to notify the other of the dispute by giving written notice specifying the nature of the dispute, the outcome required and the action believed necessary under the circumstances that will assist both in settling the dispute.
2. Each party will then in good faith attempt to resolve the dispute by negotiation, and if the dispute in some aspect involves payment of monies, the party withholding payment is required immediately upon receipt of the notice to deposit the disputed amount into an escrow account with instructions pertaining to the release of funds. Undisputed amounts must be paid forthwith.

**Disclaimers** Any alterations to these terms and conditions can only be provided in writing by an authorised employee of Frontier Tree Services.

You warrant that you have relied on your own inquiries, and have not entered into this contract in reliance on or as a result of any representation, promise, statement, conduct or inducement other than those contained in this Contract. You agree to indemnify us for any claim, loss, damage or other outlay whether arising directly or indirectly from any service arranged or performed by us as a result of any breach by you of the terms, conditions or warranties in this Contract.

Quotations for services are made on an immediate acceptance basis and are subject to withdrawal on revision without notice at our discretion. All Quotations are provided without warranties of any kind, whether expressed or implied, relating to the correctness, accuracy, timeliness, completeness or reliability.

The parties are not bound by any warranty, representation, collateral agreement, or implied term, under the general law or imposed by legislation unless:

1. such warranty, representation, agreement or term is contained in the express terms of this contract; or
2. it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

Where we are unable to carry out any service or obligation under this contract due to any circumstance, matter or thing beyond our reasonable control ("force majeure") we shall be excused from such obligations however we shall use all possible diligence and reasonable endeavours to remove the force majeure failing which the contract shall be at an end with respect to any such thing affect by the force majeure and you shall have no claim against us.

We will not be liable for any indirect, incidental, special or consequential damages or loss which results from your use of our services or from any act or omission by us.

To the fullest extent permitted by law, our liability for breach of any implied warranty or condition is limited at the option of us to the supply of the services again, or the payment of the cost of having the services supplied again.

All rights not expressly granted herein are reserved by us.

### Additional Information for Commercial Customers and Body Corporates

Quotation acceptances must be on Company letterhead or email signature;

We will not supply a quotation to the tenant or site contact, nor will we include their work requests unless we have received written confirmation from you, the Property Manager or Company representative;

We will notify the tenant or site contact when we are going to carry out the works once Quotation is accepted provided that you provide us with suitable contact details otherwise you shall be responsible to notify any tenant of our scheduled arrival and to have the property clear for our intended work.

Please consider providing a mud map or marking the trees that you require us to Quote on, ie: with a ribbon etc, to assist with quoting if:

- It is a large property, ie: consisting of many units or many trees;
- No one will be available to meet with us onsite.