

Arb Innovations Limited

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Petone
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New Zealand



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General Terms & Conditions Of Tree Work

- 1. Payment** The customer accepts that payment is made in full upon the day of completion of the job, unless other written arrangements have been agreed to by both parties prior to commencement of works. Interest shall be charged on any accounts owing after the due date at the rate of 2% per month. Any expenses, disbursements and legal costs incurred by Arb Innovations Limited and the enforcements of any rights contained in this contract shall be paid by the customer, including any collection fees.
- 2. The price** 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.
- 3. Electronic acceptance** Arb Innovations Limited consent to your acceptance and signature being received in electronic form. Acceptance of our terms including any updated terms (by any method) does not release any prior personal guarantee or security granted. By accepting our terms electronically you warrant that you have authority to accept the terms on behalf of all the account holders which you are given online access to and accept the terms both in your personal capacity and as a duly authorised agent for all the entities you are given online access to. Download a copy of our full terms and conditions from <http://www.arbinnovations.co.nz>
- 4. Tree preservation orders and considerations areas** It will remain the responsibility of the tree owner or customer to determine any protections over the area. Arb Innovations Limited will not be held liable.
- 5. Amendments** Amendments to the contract specifications and price must be made in writing and agreed upon by both parties.
- 6. The contractor** The Contractor agrees to perform the work in a competent manner and in compliance with the specifications within the quotation.
- 7. Private covenants and boundaries** Private covenants and boundaries will remain the responsibility of the owner to determine, Arb Innovations Limited will not be held reasonable for any breaches within the contract.
- 8. Complaints** Any complaints that may arise from work performed under any contract arising from acceptance of the estimate or quote must be made within 7 days from the date of the invoice.
- 9. Hidden obstructions** Quotations are based on the assumption that the direct work site is free of any hidden obstructions unless clarified by the customer in writing.
- 10. Insurance Cover** All work carried out by Arb Innovations Limited is covered by 5 million dollars liability insurance for damage to persons or property that may result in implementation of the contract.
- 11. Underground services** Arb Innovations Limited shall not be liable for any damages caused as a result of work performed under the contract to such pipes, wires or cables or any underground services should no plans be supplied by the costumer with correct locations.
- 12. Arbitration** Should any disputes arise as to the interpretation of the contract it shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.
- 13. Firewood** If applicable firewood will be left on site, and will be slabbed or ringed but not split unless specifically requested in the contract. All wood removed becomes property of Arb Innovations Limited unless specified otherwise.
- 14. Expiry of quotation** Thirty Days after the submission of the quotation, the contractor reserves the right to withdraw and re-price work, unless otherwise agreed in writing on acceptance of instructions from the owner.
- 15. Access** If it is necessary to use heavy machinery that could cause damage to driveways and or footpaths, Arb Innovations Limited will not be liable for any damages caused.
- 16. Stump Grinding** Stump-grinding will be to a depth of 150mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. The client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job.
- 17. Third Parties** Where works are proposed to third party trees, i.e. 'neighbours trees', the contractor will require written confirmation from the tree owner ('the neighbours') that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client's property then permission is not required but the neighbour should be advised where practicable (please also see 8. above as this may also apply).