

# TREESCAPE® LIMITED | Terms and Conditions of Contract:

These terms and conditions apply to all services provided by Treescape®.

1. **Quote or Tender valid for 3 months**  
Any quote or tender provided by Treescape® will be valid for 90 days unless otherwise agreed in writing.
2. **Credit Check**  
You authorise Treescape® to use any consumer credit reporting service for the purposes of obtaining a credit check reference, for debt collection and/or notifying a default by you.
3. **Privacy**  
You authorise Treescape® to collect and hold personal information from any source Treescape® considers appropriate for determining creditworthiness, debt collection purposes or for any other purpose related to these terms and any associated quote or order. You further authorise Treescape® to disclose personal information held by Treescape® for the purposes set out above to any other person. You have a right of access and may request correction of personal information held by Treescape® about you.
4. **Acceptance of Quote or Tender**  
By accepting any quote or tender, or allowing Treescape® to commence any work, you agree to these terms and conditions.
5. **Services**  
Treescape® agrees to perform the Services in a competent manner using reasonable skill and care and in accordance with any agreed specifications.
6. **Access**  
You accept full responsibility for driveways, paths, or other landscaping at the property where Services are to be performed (including any property used for access) and understand that, to carry out the Services, it may be necessary to use heavy machinery that could cause damage to the same. Treescape® will not be liable for any damage caused to driveways, paths, or other landscaping which occurs in connection with the Services. Additional charges may apply where access required to complete the Services becomes, or is discovered to be, more difficult than anticipated at the date of any quote.
7. **Easements, Covenants and Boundaries**  
You are responsible for determining the extent of any relevant easements, covenants and boundaries. You must obtain all necessary authorisations and consents from co-owners of shared trees, and neighbours of adjacent properties where appropriate, prior to Treescape® commencing the Services. Treescape® will have no liability in relation to breaches of any such easement, covenant or issue regarding boundaries.
8. **Underground Services**  
Unless a plan showing the exact location of underground pipes, wires, or cables has been provided to us by you prior to the formation of the contract, Treescape® shall have no liability for any damage caused as a result of performing the Services to such pipes, wires, or cables, or any damage to property resulting there from. You shall be solely liable for any such damage. Treescape® will, if required, contact Dial Before U Dig for information relevant to the site before commencing work. Should a mark out or pot-holing be required to identify exact service location, any/all costs associated with this will be passed on to the customer with a 15% handling fee included.
9. **Hidden Obstructions**  
Contracts for felling are based on the assumption that trees are free from metal, stone and other hidden obstructions. In the event of the tree/s being contaminated, Treescape® reserves the right to reprice the work to cover damage to equipment or change in methodology.
10. **Stump Grinding**  
Stump grinding involves the removal of the tree stump to a depth of approximately 150mm, but does not include the removal of lateral roots or stump chippings, unless otherwise specified in the contract. All tailings are to remain levelled out on site unless otherwise specified.
11. **Firewood**  
Logs left for firewood will be trimmed neatly and stacked safely in the immediate vicinity of the tree from which they originate unless otherwise specified. Ringing (cutting) into firewood is not included unless otherwise agreed.
12. **Transplanting**  
While Treescape® will use best practice methods in relocating trees, Treescape® cannot guarantee the survival of the relocated tree/s and will not be liable for any financial reimbursement for the cost of the relocation or for the loss of the tree/s.
13. **Tree Preservation Orders, Conservation Areas and Tree Permits**  
The trees concerned in the contract may be protected by a local or regional authority. Where it is necessary to obtain resource consents and/or permits from the relevant authorities, it will remain your responsibility unless otherwise agreed in writing.
14. **Fire / Rail Permits, Traffic Management, Erosion Control and Rail Clearance**  
The Services may necessitate permits, licences, clearances, or plans from the local or regional authority. It is your responsibility to obtain any such authorisation or information from the relevant authorities unless otherwise agreed in writing.
15. **Historic Sites and Areas of Archaeological, Scientific, Environmental, Religious or Cultural Significance**  
It shall be your responsibility to fully investigate all matters pertaining to historic sites and areas of archaeological, scientific, environmental, religious or cultural significance; to obtain all necessary plans, permits and consents, and to supply Treescape® with all supporting documentation arising from such investigations. Treescape® shall have no liability for damage, or any costs or losses arising from such damage, to any site or area of significance that was not fully disclosed to us at the time of quoting.
16. **Payment**  
You must make full payment to Treescape® within the time, or before the date, specified in the invoice (time being of the essence). You shall not deduct or withhold any amounts for any reason whatsoever. All accounts settled by credit card will attract a 2% fee. If payment is not received in full by the due date then interest is payable on any unpaid amount at the rate of 1.5% per calendar month (or part thereof) until the calendar month in which actual payment is received (including after any intervening judgment), compounding monthly. In addition you must pay to Treescape® any and all costs charges and expenses suffered or incurred by Treescape® connected with enforcing or attempting to enforce Treescape®'s rights and remedies against, or collecting payment from you (including legal costs on a solicitor/client basis as those costs are incurred).
17. **Complaints**  
You must raise any complaint or dispute about the Services within seven (7) days of the performance of the Services. If you do not do so, you will be deemed to have fully accepted the Services.
18. **Delays**  
Dates provided for commencement and/or completion of any Services are provided in good faith as an indication for planning purposes only. Treescape® shall have the right to amend any such dates in its absolute sole discretion and shall have no liability arising from any delay in commencing or completing any Services.
19. **Suspension of Services**  
Treescape® can suspend providing Services if you breach any of your obligations to Treescape® or anything happens that Treescape® reasonably considers will, or may, cause delays, hazards, or any danger to the safety of any person. Treescape® will have no liability if it suspends providing the Services under this clause. This includes (but is not limited to) losses of profits and losses of opportunity.  
If Treescape® is undertaking services for you which would be defined as construction work under the Construction Contracts Act 2002, then the provisions of that Act will also apply, in particular sections 24A(1) and 24(2) shall apply in substitution for this clause 19.
20. **Termination**  
Treescape® may terminate any contract for the provision of Services by five (5) days notice in writing, or immediately if you commit a material breach of these terms and such breach, if capable of remedy, is not remedied within twenty (20) days of receipt of written notice of such breach or you commit an act of bankruptcy, have a receiver or manager appointed over all or any of your property, or (if a company) you go into liquidation, have a manager or receiver appointed or are wound up.
21. **Force Majeure**  
Neither party shall be liable for any default due to any event beyond their reasonable control. This includes (but not limited to) fire, flood, storm, adverse weather conditions, volcanic eruption, earthquake, act of a government, war, terrorism, strike, lock-out, industrial action.
22. **Severability**  
If any of these terms and conditions or their application becomes invalid or unenforceable in any way, this does not mean that the remainder of these terms and conditions are affected and they will remain enforceable to the greatest extent permitted by law.
23. **Rights Cumulative**  
Nothing in these terms limits any other rights and remedies available to any party.
24. **Cancellation Fee**  
Treescape® reserve the right to charge a cancellation fee of up to 20% to cover lost time and costs associated with the contract if less than 24 hours notice of cancellation is given. You must pay that fee in accordance with the payment terms above.
25. **Insurance Cover**  
Treescape® holds Third Party and Public Liability Insurance cover.
26. **Limitation**  
Treescape®'s liability arising from or in connection with providing the Services to you will be limited to:  
(a) Reasonable and reasonably foreseeable costs, claims, liabilities, damages or losses directly caused by Treescape®'s actions or omissions; and  
(b) Reasonable and reasonably foreseeable indirect, special loss, loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of use, however arising, in each case to the extent that policies of insurance held by Treescape® respond to such losses; and  
(c) A maximum total limit under (a) and (b) above of \$2,000,000 in the aggregate.  
Nothing in these terms affect your rights (if any) under the Consumer Guarantees Act 1993, unless you acquire services from Treescape® for the purpose of a business, in which case you agree that the Consumer Guarantees Act 1993 will not apply and acknowledge that it is fair and reasonable that the parties are bound by this provision 26.  
Without limiting any liability or obligation expressly set out above, Treescape® shall not be liable in connection with any head contract or variation between you and a third party unless Treescape® has seen and agreed in writing to those terms.  
If either party is found liable to the other (whether in contract, tort or otherwise), and the claiming party has contributed to the loss or damage, then the liable party shall only contribute to the extent of its proportionate liability.
27. **Disputes**  
Should any dispute arise as to any matter relating to this agreement, the parties shall use all reasonable efforts in good faith to negotiate a resolution without litigation. If such dispute remains unresolved 10 days after the dispute was notified by the party seeking a resolution to the other party then the parties may pursue legal remedies.
28. **Waiver**  
No waiver of a breach of any of these terms by any party will in any way affect limit or waive that party's right to subsequently require strict compliance with these terms.
29. **Entire Agreement**  
These terms and any associated quote or order constitute the sole understanding of the parties in relation to its subject matter and supersede all prior understandings, written or oral, which will be of no further force or effect.
30. **Amendments**  
Amendments to the contract specifications and price must be made in writing and agreed upon by both parties.
31. **Assignment**  
Your rights arising out of or under these terms may only be assigned with the prior written consent of Treescape®. Treescape® may assign its rights or obligations (or both) at any time by giving written notice of this to you.
32. **Definitions**  
"Services" means any and all services, and all goods used in performing those services, provided to you by Treescape®.  
"we", "us", "our" and "Treescape®" means Tree Scape Limited, New Zealand registered company no. 289783, and its related companies (as that term is defined in the Companies Act 1993), agents, successors or assigns.  
"you" and "your" refers to you, our customer, and, in the case of joint customers, includes each of you jointly and severally.