

## Payment (COD) TERMS and Conditions Canopy Tree Pty Ltd

- **Full payment** to be made on completion of work (less 25% deposit Over \$1000 of estimated work), unless otherwise arranged. Terms if arranged prior to commencement of job are 7 days net.
- **Failure** to pay within 7 days, you the client will be liable for all legal and financial costs in recovering payments. 10% monthly will apply to all late payments.

### Prior to Job Commencement

- **Council** – Permit will be required before commencement of works. The client is responsible for obtaining the correct tree permit for works undertaken. See your local council for details
- **All quotes accepted need to be confirmed in writing and forwarded to the office along with a 25% deposit and a copy of Council Permit prior to job commencement.** Either sign and date quote or separate work order is required
- **Purchasing of plants and materials** will be estimated for your approval. We require full payment for items estimated prior to purchasing. **Canopy Tree does not give credit with out prior authorisation and credit checks**
  - This a payment claim made under the Building and Construction Industry Security of Payment Act 1999 NSW

### Terms

- **Cancellation** - 48 hours notification required for cancellation of contract or 25% of quotation price will apply if cancelled within 24 hours of job commencement.
- **Any changes** to job/quote once accepted, should be made prior to job commencement in writing and forwarded to the office.
- **Prices** are subject to change: pending changed job requirements, disruption to job or any other unforeseen circumstances that cause a delay in works to Canopy Tree Pty Ltd All estimates are valid for 1year

### Liabilities

- **Tree/Palm Removal** – this involves the complete removal of your tree within 15cm (6 inches) above ground level (where possible) and removal of debris (unless otherwise stated). You may incur additional charges if any unseen concrete metal or foreign object is found in tree. Some impact will be incurred. **All palm cuttings have to be taken to the local tip (Waste management Services). Tipping fee is applied to cost of job and is additional to cost of doing job. A receipt of fees will be forwarded with invoice to do works.**
- **Plants, Pots and Garden Furniture**– It is requested all plants, pots and furniture that will be impacted by tree works should be removed before job commencement e.g. under or close to tree.
- **Stump Grinding** – this involves grinding of physical tree stump to below ground level (visible roots will be ground on request prior to job commencement and will be charged accordingly). The stump hole will be backfilled with stump grindings and **excess grindings will be left on site unless otherwise arranged.** You may incur additional charges if any unseen concrete, metal or foreign object is found in stump.
- **Utilities** - No liability accepted for damage to underground utilities. It is the clients responsibility to provide information regarding underground services to Canopy Tree PL on Commercial and Private Sites
- All utilities that have to be disconnected/ shrouded to commence work will be estimated by the service provider and will be an additional cost, to estimated work to be carried out
- **Special Requests** – If you the client request additional safety or protection for surrounding property and garden areas please inform estimator at time of estimation otherwise additional charges may apply. Work undertaken may be subject to change due to weather conditions, unsafe access or site changes.
- **Unforeseen circumstances** - rarely but on occasion there may be a need to bring additional machinery e.g. crane or EWP on to site due to the trees structural integrity, access issues. In these circumstances you the client will be informed. This may incur additional expenses based on hrly rates, permits & Traffic control requirements. This will be done only when the situation is too dangerous or difficult to carry work as first estimated.
- **Swimming Pools** - Due care will be taken whilst working around swimming pools larger branches and wood will be removed from within and around pool. Client is responsible for the covering and the cleaning of smaller particles and leaves from pool (If requested, we can provide cover for the pool there may be a charge for materials needed).
- **Damages** – A site inspection will be carried out before work commences and damages will be recorded on the day. If you are not present on site and have not informed us of existing damages, Canopy Tree PL cannot be held liable. A final site inspection on completion of works will be done & recorded. In the event of any damages, you will be notified. No liability taken if not notified by the client within 7 days of job completion. **Some impact is to be expected from works when removing large dangerous or awkward trees, due to the nature of the work undertaken. Please prepare your site before we arrive, this will help to avoid problems?**

### Standard of work

- All pruning work undertaken complies with Australian Standards; Pruning of Amenity Trees **AS4373-2007.**
- **All work complies with WHS Act and Regulation 2011 & Amenity Tree industry code of practice 1998**