

Terms and Conditions for the Services of Hayes Tree Care

Hayes Tree Care Pty Ltd (ACN 644 837 365) (**Hayes Tree Care**) carries out both domestic and commercial tree care work, including tree removal, tree pruning, stump grinding, emergency and insurance works, hedge, shrub and palm trimming, block clearance, corrective bracing, powerline clearance, and environmental solutions.

These terms and conditions apply to any tree care work and related services provided by Hayes Tree Care (**the Services**) to a legal or natural person (**the Customer**).

1. Quotes

- 1.1 A copy of these terms and conditions are included with quotes provided by Hayes Tree Care. Quotes will remain valid for acceptance for 30 days, unless otherwise agreed in writing.
- 1.2 **Day rate:** where a day rate is recorded on the quote this means the charge rate per day and not a total for the Services. The number of days recorded on the quote is an estimate only. The client will be charged for the actual days worked to complete the Services for a Customer. The quote for day rate works includes the equipment mentioned in the quote and crew, to cover an 8-hour day including mobilisation to and from the Hayes Tree Care depot in Greenfield.

2. The Agreed Work

- 2.1 By accepting a written quote provided by Hayes Tree Care (**the agreed Work**), a contractual relationship between Hayes Tree Care and the Customer is established and the Customer is agreeing to these terms and conditions applying to, and for Hayes Tree Care to carry out, the agreed Work.

3. Performance of Services

- 3.1 Hayes Tree Care uses experienced trained professional arborists and tree surgeons to carry out the Services and agrees to perform the agreed Work with due skill care and competence and in accordance with required industry standards.

4. Terms of Payment

- 4.1 Upon completion of the agreed Work, payment for private works is required within 7 days and payment for commercial works is required within 30 days. Invoices will confirm these payment terms that shall be adhered to unless as otherwise agreed in writing or where there is a good faith dispute regarding the invoice. If Hayes Tree Care has not received full payment of invoice within the period specified on invoice, a compounding rate of 10% interest compounding per day shall be charged on the total amount outstanding.

- 4.2 Unpaid invoices still outstanding after three (3) months will be automatically referred out for formal debt collection, unless Hayes Trees Care and the Customer otherwise agree in writing. The Customer shall be responsible for reimbursement to Hayes Trees Care of all costs incurred relating to the Customer's default, including debt collection and recovery of any outstanding unpaid amounts, and associated legal costs.

5. Insurances and Damages

- 5.1 Hayes Tree Care carries full insurances relating to the Services and the Customer takes responsibility for holding the Customer's own full insurances relating to the property where the Services are to be performed.
- 5.2 Hayes Tree Care shall take responsibility for avoidable damage caused to property from its operations, and after conducting an investigation into how and why the damage occurred.
- 5.3 Hayes Tree care shall not be responsible for any unavoidable damage, such as reticulation that is caused by stump removal, or unnotified underground services, such as septic tanks, or feed from underground main services travelling beyond the meter to a residential dwelling.

6. Work Start and Finish Dates

- 6.1 Dates provided by Hayes Tree Care to start and finish the agreed Work are estimates only. Hayes Tree Care will use best endeavours to complete the work in a timely manner and retains the sole discretion to determine when and how the Services shall be performed to fulfill the agreed Work. No liability shall arise from any delay by Hayes Tree Care in starting or finishing the agreed Work.

7. Access and Site clearance

- 7.1 The Customer shall be responsible for clearing moveable obstacles and cleaning up animal waste to ensure site conditions are fit, suitable and not harmful for Hayes Tree Care personnel to work at, including to prevent unnecessary slips trips and falls or contamination issues.
- 7.2 The Customer will ensure that Hayes Tree Care and all the machinery and equipment needed to carry out the agreed Work is not impeded from access to the areas where the Services are to be performed. If unanticipated access issues arise after the date of a quote, such as a structure or fixed object placed near or under a tree, Hayes Tree Care may apply additional costs to carry out the agreed Work.
- 7.3 If access issues arise when Hayes Tree Care arrives on site, including obstacles and animal waste not removed, and this causes work delays, the Customer acknowledges that Hayes Tree Care has the right to charge a delay fee of a minimum of 1 hour and thereafter at hourly rate.

8. Additional Work and Contingencies

- 8.1 Additional work not included in the agreed Work, including work arising from conditions or other contingencies not clearly apparent to Hayes Tree Care during Quote preparation, is additional work that shall be discussed with the Customer prior to commencement and shall be billed to the Customer on a time and material basis. The Customer shall be responsible for payment of the additional costs authorised in writing.

9. Suspension, Cancellation or changes to Agreed Work

- 9.1 Hays Tree Care shall have the right to suspend or cancel the Services on any occasion that Hayes Tree Care personnel are treated with abuse from other persons when attending or attempting to attend the site or when conducting the Services, including but not limited to experiencing abuse or threats from the Customer, a property owner, site tenants or neighbours.
- 9.2 A cancellation fee of either 50% of the quote value, or a minimum fee based on 4 hours work at usual hourly rate, whichever is the greater amount (**Cancellation fee**) shall be incurred by the Customer in the following instances:
- a. Where the Customer has failed to provide at least 24 hours' notice of cancellation of accepted quote
 - b. Where the Customer has been requested to and has failed to prepare the site for Hayes Tree Care to conduct the Services for the agreed Work
 - c. Where Hayes Tree Care personnel are treated with abuse from other persons when attending or attempting to attend the site or when conducting the Services, including but not limited to experiencing abuse from the Customer, a property owner, site tenants or neighbours.
- 9.3 Should the Customer change the scope of work after a quote is accepted, and as a result of changes Hayes Tree Care will need different equipment and workers and more or less time to complete the job, Hayes Tree Care shall have the right to void the quote, or to accept the changed job and invoice the Customer on a time and material basis at market rate.

10. Authority and Consent

- 10.1 At the date of acceptance of a quote, the Customer is acknowledging ownership and or control of the property and every tree on which the agreed Work is to be carried out and the legal right or obtained authority or consent for the agreed Work to be carried out. This includes any authority or consent required to address boundary issues, easements and covenants from the local Council, any adjoining neighbours, or co-owners. Hayes Tree Care can assist the Customer with reports for their applications to the Council, and this service is chargeable and separate to the quote.

- 10.2 While Hayes Tree Care conducts a *Before You Dig Australia* (BYDA) prior to commencing the agreed Work, it remains the Customer's responsibility to precisely delineate and flag all property and boundary lines, together with information, not identified by a BYDA, such as where feed from underground main services travels past the meter to connect to a dwelling. It is also the responsibility of the Customer to check if any trees the subject of the agreed Work are 'protected' and to notify Hayes Trees Care prior to commencement of the agreed Work.

11. Underground Objects

- 11.1 Hayes Tree Care shall not be liable or responsible for any damage to underground objects including, without limitation, sewer systems, dry wells, tanks, irrigation systems, lighting, wires, cables, pipes, foundations, and utility lines, unless they have been clearly and accurately delineated by a BYDA or the Customer.

12. Indemnity

- 12.1 The Customer shall defend, hold harmless and indemnify Hayes Tree Care (including its agents, workers, officers and directors) to the fullest extent possible in law, from and against all claims, damages, losses and expenses arising from or relating to the Customer's failure to meet any of its obligations under these Terms and Conditions for the Services including failure to hold the legal right or authority and consents required for the agreed Work to be carried out.
- 12.2 Hayes Tree Care shall defend, hold harmless and indemnify the Customer to the fullest extent possible in law, from and against all claims, damages, losses and expenses arising from or relating to Hayes Tree Care's failure to meet any of its obligations under these Terms and Conditions in relation to provision of the Services for the agreed Work.

13. Stump Grinding

- 13.1 Stump grinding of a main root ball is conducted to a depth of 200-400mm below soil level, or less if services are known to be in the area, with stump grinding used to back fill the hole. Stumps are not removed from site unless requested and specified on the quote.

14. Emergency and Insurance Works

- 14.1 Emergency and insurance works to be conducted by Hayes Tree Care requires a minimum call out rate of 4 hours for each instance, or at the notified and accepted premium hourly rate charged by Hayes Tree Care (exclusive of GST) for this type of work, whichever is the greater amount.