



TERMS and CONDITIONS

Terms & Conditions

By accepting this quote the customer (you) forms a contract with Jungle Bros. Treescapes PTY LTD (JBT) and accepts the following terms and conditions:

Bookings, Deposits, Scheduling, Cancellations

On accepting the quote verbally, will schedule the soonest available date for you. If you cancel the scheduled within 3 business days of your scheduled start date you will forfeit any deposits and be required to pay any costs incurred by JB in relation to the job, such as bookings for extra equipment rental and staff wages. JBT will complete the contracted works within 4 weeks of the scheduled date with extension for permit delays and inclement weather. Cancellation of the contract by the customer within that time frame will forfeit any deposit or costs incurred already in regards to the job. If JBT cannot complete the contract within 4 weeks with extension for permit delays & inclement weather the customer may cancel the contract and receive a full refund of their deposit. If a permit has been applied for by JBT on behalf of the customer then full payment for the permit application remains due. If the client cancels an accepted quote within 24 hours of the scheduled time a 25% cancellation fee will apply and is due within 3 working days of the cancellation. From time to time JBT may need to rescheduled accepted work in the case of emergency tree works that require immediate attendance to make safe and JBT will endeavor to reschedule the accepted works as a priority.

Payment, Late Payment Penalties

Immediately on completion of the works the customer will pay the balance due for all contracted works. If the customer can not be present at that time then prior arrangements for payment by invoice must be made. Payments not received by JBT within 10 days of completion will attract a late payment fee of \$100. A Late Payment Reminder will then be sent including a late payment fee. If payment for the contract including the late payment fee is not received within 14 days the account will be referred to a collection agency or lodgement for VCAT to have the matter heard. All additional costs and fees involved in the collection will be added to the original contract price and be payable by you.

Site Conditions & Access, Alterations, Additional Work Requests

This contract is based on site conditions being as at the time of quoting. Any alterations that effect access or ability to complete the contract in the estimated time frame may result in re-quoting the works and forming a new contract. The customer will permit JBT and its contractors easy & full access to the site at the time that is required to carry out such works. The customer is responsible for keeping the site free & clear of other people, children, animals & pets during the works. Additional work requested by you not in the original contract will be done at the discretion of the crew on the day. If it fits within our schedule the crew will give you an estimate and adjust the contract and you will sign for any adjustments. Some request may not be possible on the day due to Tree Permit requirements.

Permits

The customer acknowledges that all works on this contract are within the boundary of the property mentioned overleaf. The customer is responsible for obtaining all relevant approvals and permits required under Local Law, Town Planning and Vegetation Protection Overlays or other to perform the described works and will provide JBT with copies prior to commencement of works. If work is to be done at a site not owned by you, JBT will require the owners of that site to fill out and sign an authorisation form.

The customer accepts and understands the scope of the following terms: The term **"Removed to ground level"** or **"Removed to base"** refers to a tree being cut down as low as suitable with a chainsaw, usually leaving the stump 2-4cm high. The chainsaw operator will be judge of fact as to how low is possible without damage to equipment. The term **"Timber cut to firewood size"** refers to logs being cut into blocks approx 300-400mm, or manageable lengths suitable for splitting but not including splitting unless specified. The term **"wood remains on site"** refers to the blocks of cut wood being left in a convenient location but not



moved elsewhere or stacked unless specified.

The term **"Stump Removal"** or **"Stump grinding"** will be performed by a stump grinding machine that will typically cover an area 1.5 times the diameter of the stump and be of 200-450mm deep. This may be limited due to machine access and surrounding obstructions such as fences, pavers, concrete etc. Stump grinding debris (mulch) will remain on site unless specified otherwise. The mulch will be used to fill in the hole, larger stumps may result in some excess mulch. Stump Removal / Grinding does not include the removal of roots visible or not visible outside of these dimensions unless specified. You will make JBT aware of any underground services such as electricity, water, gas, telephone, irrigation or similar prior to any stump removal/grinding. If unsure of the location of such services information can be obtained from the free service, **Dial Before You Dig on 1100**. JBT do not accept responsibility for damage caused to or disruption of any such services unless notified in writing prior to commencement. We will always do the stump as well as possible given the site circumstances and access. The stump machine operator will be judge of fact to the extent of grinding possible without risk. The customer understands that tree works can be a high impact activity and that the team from JBT will do its best to avoid damage to property and that JBT accepts responsibility for damage to any surrounding structures such as houses, carports, fences, and other trees. The customer acknowledges that some minor disruption is to be expected such as wear of grassed areas, minor plant disturbance and some sawdust. Our team will carry out the works in a conscientious and workmanlike fashion. JBT will provide all equipment and labour to perform the work and all equipment shall be maintained in safe & good working condition.

Employees, Sub-Contractors, Agents

JBT generally use in house employees but may appoint such sub-contractors to perform the work as it sees fit provided that any such contractors shall perform all works in a conscientious and workmanlike fashion with equipment maintained in safe & good working condition. JBT warrants that it, it's employees, agents and sub-contractors are competent and have the necessary skills & training to carry out the work.

Insurance

JBT and any contractors provided by it will have in place Public Liability Insurance to an amount of not less than \$5,000,000 and will have all relevant Workers Compensation Insurance with respect to any workers operating on site.