

Terms and Conditions

- 1.a The Customer is the person to whom the quote is addressed and is responsible for payment of the services, and is bound by the terms and conditions herein.
2. Quote Amendment. Upon request of the Customer, or as determined by Roots 2 Leaves as necessary to the safe and timely completion of the work, additional work may be added to or subtracted from the scope-of-work in the Quote (or any other Quote Amendment) by written Quote Amendment, and the Customer shall be responsible for payment of all such additional work as provided in the Quote Amendment or as provided herein.
4. Insurance: Roots 2 Leaves is fully insured with general and public liability and all employees are covered by Workers Compensation. Proof of insurance can be verified by requesting a Certificate of Insurance.
6. Tree Ownership: Customer warrants that all trees/stumps listed or referred to in the Quote, in any communication by Customer, and any Quote Amendment are either: (1) located on the Customer's property; and/or (2) Customer has received full permission from the owner to enter into this Contract. Should any tree/stump be mistakenly identified as to ownership, the Customer agrees to indemnify Roots 2 Leaves for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein.
7. Work Area: The Work Area shall include all areas used and to be used by Roots 2 Leaves in the performance of the work, including all areas needed for mobilisation, access, hauling, boom swing, ingress and egress. Customer warrants that the Work Area is either: (1) located on the Customer's property; and/or (2) located on another's property and the Customer has received full permission from the other property owner to enter into this Contract and to conduct work on that property.
8. Stump Grinding/Removal: Stumps will be ground to a depth of between 6-8" unless another specification is provided in the Quote or Quote Amendment. Unless otherwise agreed to in the Quote or a Quote Amendment, removal of stump grindings and roots are not part of the Contract unless an amount or a rate is specifically listed.
9. Post Work Area Condition: Upon completion of the work, Roots 2 Leaves shall remove all brush and debris from Work Area, and rake to clean work site. Excess sawdust that cannot be raked will not be removed. Unless other agreements have been made.
10. Locates: If there are lines buried such as electrical done by the homeowner, water features, invisible pet fences or other lines not located by Dial Before You Dig, the Customer or Contact person must inform Roots 2 Leaves. Roots 2 Leaves are not and will not be responsible for buried lines or other features that cannot be seen or that Roots 2 Leaves has not been advised of by the Customer or the Contact Person in writing prior to commencement of the work.
- 11 a. Work Area Entry: Customer agrees not to enter the Work Area during the performance of the work unless authorised by the crew leader on-site. Customer further agrees to keep the Work Area free and clear from all of its employees, family members, children and pets. Roots 2 Leaves is not responsible for pets getting out of any enclosure.
- 11 b. Work Area Clearing: Customer shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting, wind chimes, flags, hammocks, tree swings, and any other items of value from the Work Area prior to commencement of the work. If you cannot move some of these items in advance, require our help or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them. Where the work involves manual labour such as weeding or other, the Customer will also remove to the extent possible, all dog faeces (poo) and other animal faeces from the Work area prior to commencement of the work.
12. Delays/Costs Due to Customer Failure, Unforeseen Conditions, or Conditions Outside Roots 2 Leaves's Control: Any additional work, work time, or equipment needs required to complete the Contract, caused by any reason, including the Customer's failure complete its responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Roots 2 Leaves's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at the normal rate charged by Roots 2 Leaves or as required by any subcontractor of Roots 2 Leaves. These conditions may include, but are not limited to: insects, animals, harmful plants/fungi/organisms, Work Area access issues, additional work needed to access the Work Area or within the Work Area due to changes, foreign material in trees and stumps, or other changed conditions, that occur after the date of the Quote or Quote Amendments.
13. Lawn and Surfaces Damage/Repair: Roots 2 Leaves will attempt to minimise all disturbances to the customer's lawn and surfaces. However, Roots 2 Leaves must utilise vehicles and equipment to perform tree care services. Roots 2 Leaves shall not be liable for damages to landscaping, sod, plant material in the execution of its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flowerbeds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.)
15. Working with Nature
Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.
14. Treatments, Fertilisation and Plant Health Care: Roots 2 Leaves provides no warranties or guarantees as to the effectiveness or success of any tree or plant treatments. If we recommend treatment, it is because we think that the tree is a worthy candidate for treatment at that time.
15. Payment: Payment is due immediately upon completion of the work. In the event there are no extra charges or Quote Amendments, Customer shall pay the Contract price listed in the Quote within seven (7) days of completion of the work or within (7) days of the invoice, whichever is first. If additional work is needed (by Quote Amendment or as provided herein), Customer shall pay for such work within seven (7) days of receipt of the invoice. Failure to remit full payment when due shall incur interest at the rate of 5% per month. Any partial payments will be first credited to interest charges before credit to principal amount owing.
16. Customer Cancellation: Roots 2 Leaves requests that the Customer or Contact or other authorised person provide at least 24 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be charged a mobilisation fee \$165 for incurred expenses. A cancellation fees of \$110 apply to any cancellation notice less than 24 hours.
17. Insurance/Indemnity: Roots 2 Leaves possesses insurance that provides coverage in the event of injury to persons or property arising directly from the negligence of Roots 2 Leaves and/or its employees. Further, all of the employees of Roots 2 Leaves are covered by Worker's Compensation Insurance. Once the work subject to this contract has been completed by Roots 2 Leaves, the Customer agrees to indemnify and hold harmless Roots 2 Leaves, its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set out above. In no event shall Roots 2 Leaves be liable to the Customer for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Roots 2 Leaves. The Customer agrees that in no instance can the Customer seek damages in excess of Roots 2 Leaves' applicable policy liability.