



TERMS AND CONDITIONS

1. Any damage to underground utilities, pipes, gas, electricity, sewer or pool pipes etc. are the sole responsibility of the customer unless an EXACT plan of utilities is given to the installer. You can obtain these plans from Dial Before You Dig on 1100 prior to work commencing.
2. All work conducted by any employee of Area 1 Group Pty Ltd are covered under our Public Liability Insurance and Workers Compensation Insurance
3. All work conducted by a contractor of Area 1 Group Pty Ltd are covered by their own insurances and are not considered direct employees of Area 1 Group Pty Ltd.
4. The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Area 1 Group Pty Ltd to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Area 1 Group Pty Ltd for any damages or costs incurred from the result thereof.
5. It is advised that clients advise all neighbours of intended works, as it is not our responsibility to deal with neighbours or conduct conflict resolution where there are neighbourly disputes regarding trees. If matters of such impede on our work schedule, penalty costs may be incurred.
6. The client is responsible for informing neighbours in the event where works need to be carried out on their tree and which necessitates access to their property.
7. The client is responsible for all approvals relating to access to the site by Area 1 Group Pty Ltd to conduct the works. Charges will apply for any delays because of access restrictions.
8. All approvals required under local, state or federal laws for the removal, clearing, pruning of any tree(s) are the sole responsibility of the client. Area 1 Group Pty Ltd is not responsible for obtaining approvals from authorities unless specifically stated in the contract scope of works.
9. Area 1 Group Pty Ltd can cancel any work at any time, without penalty due to:
 10. Poor weather conditions
 11. Wildlife/habitat
 12. Works have been deemed dangerous
 13. Unforeseen circumstances; illness, damaged equipment & environment
14. All pruning is conducted in accordance with AS4373 unless specifically required under the guidance of an AQF5 arborist.
15. At no time during an operation is the client able to physically assist, or instruct any person to perform work within the work area that is not specifically authorised by Area 1 Group Pty Ltd.
16. Unless specifically stated the removal of stumps by any means is not included in any scope of works.
17. Underground services damaged during stump grinding, and found to be non-compliant with Australian Building Code Standards, will not be the responsibility of our service.
18. Stump grinding may not be able to be conducted on the same day as tree dismantling. All efforts are made to grind stumps within 3 days.
19. Stump grinding depth can vary on client's requests. If the client has not provided information on the depth required, then a general depth of 150mm is carried out. Depth can also vary on restrictions of area to be grinded, i.e. cables, pipes.
20. Stump grinding remains are not disposed of unless negotiated prior with our service, incurring an extra cost.
21. Due to the potential hazards associated with stump grinding operations, we require the client to provide us with written confirmation of the location of buried utilities (including but not limited to gas and hydro), as provided by the utility locating authority, prior to commencement of this work.



22. Failure to do so will result in the client taking full responsibility for any damaging resulting in hidden utilities and pipes.
23. Area 1 Group Pty Ltd are not responsible for cracks, weakening, sinking or any other damage cause to driveways, footpaths or hardscape where machinery or plant access was required as part of the methodology to complete the works. Repairs to damaged hardscapes can be arranged at an extra cost.
24. Area 1 Group Pty Ltd will notify you at start of job if we feel the conditions of the lawn have changed and is not suitable for working on unless permission is given by the owner. We always attempt to minimize all disturbances to lawns. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.
25. Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.
26. Any complaints about works conducted must be made in writing to Area 1 Group Pty Ltd within 7 days from completion of works.
27. It is the customer's responsibility to obtain all necessary council or government approval where applicable.
28. All final payments are to be made in full on completion, including any extra costs, by the person named on the quote.
29. All guarantees and warranties offered by Area 1 Group Pty Ltd are void unless payment is made in full on completion.
30. Cheques are to be made payable to Area 1 Group Pty Ltd.
31. Any costs associated with collecting outstanding accounts are to be paid by the debtor and the Customer agrees that information may be given to a Credit Reporting Agency for the purposes of creating and maintaining credit information (Privacy Act 1988). In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demands costs.
32. It is the customer's responsibility to ensure that the details given on this quote are correct and correctly describes the work to be done. The work will be carried out in accordance with this quote and any variations will be an extra cost.
33. Any work commencement date given is subject to change without notice.
34. The customer shall pay a 10% deposit on placement of the order. The customer is entitled to a five (5) day cooling-off period. This cooling-off period expires five (5) days after the date of deposit.



STATUTORY WARRANTIES

1. The work will be performed in a workmanlike manner in accordance with the details in the quote.
2. All materials supplied by the contractor will be new and fit for the purpose intended.
3. The work will be done with due diligence and within the time set out in the contract (if any).
4. In engaging Area 1 Group Pty Ltd for the performance of any work, or for the supply of any products, materials or goods, the Client acknowledges acceptance of the associated costs and charges and agrees to make payment for such under the terms for payment set out herein. The Client acknowledges that it has represented an ability to pay for the work to be completed within 14 days of invoice date.
5. The waiver or breach by Area 1 Group Pty Ltd of any term of the contract shall not constitute a waiver or breach of any other term of the contract.
6. In the absence of a written agreement between the Client and Area 1 Group Pty Ltd detailing a fixed scope of work and an associated fixed price for the provision of materials, products, goods or services by Area 1 Group Pty Ltd, the cost for such shall be borne by the Client on a do and charge basis under the agreed pricing structure or schedule or rates provided to the client.
7. These terms and conditions shall without further notice apply to all future transactions between Area 1 Group Pty Ltd and the Client in relation to the sale and purchase of goods and services, whether or not this document is delivered or executed in the course of the transaction.
8. For the avoidance of doubt, none of the terms and conditions contained in any document or other instrument supplied by or on behalf of the Client (including without limiting the foregoing those included in any purchase order or like document from the Client) shall apply to or form part of the contract, except and to the extent otherwise agreed in writing by Area 1 Group Pty Ltd.