

T&T ARBORICULTURE TRADING TERMS

1. Until payment is made in full as per issued invoice, any report and/or materials produced remain the property of T&T Arboriculture and no permission is provided for their use or onforwarding to any third-party including council. T&T Arboriculture reserves the right to the report and/or any other materials produced, and expressly deny permission for this report to be used for any purpose until payment is received.
2. You expressly acknowledge and irrevocably agree that the consulting arborist has a paramount duty to report on their findings accurately and is in no way acting as an advocate (irrespective of who is responsible for payment of the associated fees).
3. We reserve the right to terminate our engagement at any time by giving you notice in writing if we consider in our absolute discretion that your conduct is unsatisfactory including but not limited to: -
 - a. If you (including any third party related to you or retained by you) attempt to place pressure on us to provide recommendations that are not in line with our arborist's qualified opinion;
 - b. If your instructions (including supplementary documents such as surveys or plans) to us are unclear, incorrect, deficient in detail or misleading or if you fail to tell us any material fact which could impact on the outcome of our findings;
 - c. If our ability to access the site is impeded; and/ or
 - d. if you (including any third party related to you or retained by you) in any way demonstrate unprofessional, aggressive or intimidating behaviour towards our staff.
4. In the event that the contract is terminated pursuant to this clause or for any other reason then:-
 - a. the termination of the contract is effective immediately upon notice being served on you; and
 - b. all costs incurred by you pursuant to the contract up to and including the date of termination become immediately due and payable by you; and
 - c. you indemnify us and hold us harmless for any costs or delays to your project arising from or in connection with the termination of the contract.
5. You acknowledge receipt of the "Limitation of Liability" statement provided via link to this quotation (a copy of which will be included in the report we have been engaged to provide to you) and you irrevocably agree that the report will be provided subject to the Limitation of Liability clause.