



## Hunter River Tree Care – Terms & Conditions of Service

*Last updated: January 2026*

These Terms & Conditions (“Terms”) apply to all quotations, services, and works carried out by **Hunter River Tree Care (HRTC)**. By accepting a quotation, booking a service, or otherwise engaging HRTC, you agree to be bound by the following Terms.

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### 1. Quotations & Scope of Work

- 1.1 All quotations issued by HRTC are valid for **30 days** from the date provided.
  - 1.2 Quotes are based on the information available at the time of inspection.
  - 1.3 Any changes to site conditions, access, tree health, client requests, or additional works not included in the original quote may result in **extra costs**.
  - 1.4 HRTC will notify the client of any necessary variations before additional work is undertaken.
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### 2. Payments

- 2.1 **Payment is required in full upon completion of works**, unless otherwise agreed in writing before commencement.
  - 2.2 HRTC accepts **EFT, credit card, or cash**.
  - 2.3 Invoices not paid within the stated payment terms may incur:
    - Interest charges at a reasonable commercial rate; and
    - Recovery costs, administrative fees, or legal expenses associated with debt collection.
  - 2.4 Ownership of mulch, timber, firewood, or green waste remains with HRTC until payment has been received in full.
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### 3. Site Preparation & Client Responsibilities

3.1 The client is responsible for ensuring safe, clear, and unobstructed access to the worksite.

3.2 Before commencement, the client must remove or protect items of value, including but not limited to:

- Vehicles
- Outdoor furniture
- Potted plants
- Play equipment
- Décor or fragile items

3.3 The yard must be free of **rubbish, loose debris, and animal droppings** to maintain crew safety.

3.4 Tree work may involve heavy equipment, machinery, and falling debris. While HRTC takes reasonable care to prevent damage, the client acknowledges that some impact to lawns, gardens, surfaces, or surrounding areas may occur.

3.5 If the client requires additional protective measures (e.g., ground mats, smaller sectional dismantling, specific access restrictions), this must be communicated **before the quote is finalised**, as these may affect cost.

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### 4. Council Approval & Legal Compliance

4.1 It is the client's responsibility to ensure that all **Development Applications (DA), approvals, exemptions, or permits** required by local laws or council regulations are obtained prior to work being carried out.

4.2 HRTC may assist by providing guidance and documentation, but final responsibility rests with the client.

4.3 If work cannot proceed due to missing approvals, cancellation fees may apply.

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## 5. Documentation & Administration

5.1 HRTC provides **Insurance Certificates of Currency** upon request at no charge.

5.2 Requests for additional documents (e.g., reports, incident summaries, arborist notes, site plans, photos) may attract an **administration fee**, depending on scope and complexity.

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## 6. Cancellations, Rescheduling & Termination

6.1 Cancellations or rescheduling requests must be made **at least 48 hours before** the scheduled commencement time.

6.2 Cancellations made with less than 48 hours' notice may incur a **late cancellation fee**.

6.3 HRTC may postpone or reschedule work due to unsafe weather conditions, emergencies, or operational requirements.

6.4 HRTC reserves the right to suspend or terminate the agreement if:

- Payment terms are not met.
- Site conditions are unsafe.
- Required approvals have not been obtained; or
- The client breaches these Terms.

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## 7. Insurance, Safety & Liability

7.1 HRTC holds:

- **\$20 million Public Liability Insurance**, and
- **Workers' Compensation Insurance** for all employees.

7.2 All works are carried out in accordance with applicable workplace health and safety laws.

7.3 HRTC is not liable for:



- Pre-existing structural damage to buildings, fences, pipes, or underground services.
- Damage caused by unforeseen hazards below or above ground.
- Delays caused by weather, emergencies, or regulatory requirements.

7.4 The client is responsible for identifying known underground services (sprinklers, septic lines, power, water, NBN, etc.).

7.5 HRTC is not responsible for regrowth, future tree movement, or changes to tree health after works have been completed.

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## 8. Green Waste, Timber & Mulch

8.1 Unless specified in the quote, all green waste will be removed from the site.

8.2 The client may request to keep timber, branches, or mulch; however, stacking or placement locations must be agreed upon beforehand.

8.3 Splitting, cutting, or relocation of timber incurs additional charges unless explicitly included.

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## 9. Complaints & Dispute Resolution

9.1 Concerns must be reported to HRTC within **7 days** of work completion.

9.2 HRTC will work with the client to address issues promptly and fairly.

9.3 Formal disputes may be resolved through mediation or legal channels under NSW law.

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## 10. Acceptance of Terms

By accepting a quotation or proceeding with the scheduled service, the client acknowledges they have read, understood, and agree to **Hunter River Tree Care's Terms & Conditions of Service**.

For questions or support, contact our office:

Phone- **02 4930 9080**

Email- **admin@hrtc.com.au**