

RVZ CONSULTING AND CONTRACTING ARBORISTS (PTY) LTD

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions apply to all quotations, reports, inspections, consultations, tree surveys, tree inventories, tree risk assessments, pruning, removals, stump removal, tree treatments and associated services undertaken by RVZ Consulting and Contracting Arborists (Pty) Ltd (“RVZ”).

Acceptance of any quotation, instruction to proceed, purchase order, commencement of work or payment of any deposit shall constitute acceptance of these Terms and Conditions.

1. QUOTATIONS

- 1.1 All quotations are valid for thirty (30) days from the date of issue unless otherwise stated.
 - 1.2 Quotations are based on site conditions visible and known at the time of inspection.
 - 1.3 Should site conditions differ materially from those observed during inspection, RVZ reserves the right to revise the quotation accordingly.
 - 1.4 Any work requested outside the original scope shall constitute a variation and may be charged separately.
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2. PAYMENT TERMS

- 2.1 Unless otherwise agreed in writing, a deposit of 50% is payable upon acceptance of the quotation.
- 2.2 The balance of the account shall become due immediately upon completion of the work and submission of the final invoice, unless alternative payment terms have been agreed to in writing prior to commencement of the works.
- 2.3 The client remains solely responsible for payment of all invoices issued by RVZ Consulting and Contracting Arborists (Pty) Ltd, irrespective of whether payment is expected from any insurance company, managing agent, body corporate, homeowners' association, municipality, government department or any other third party.

- 2.4 Should the works be funded, reimbursed or subject to approval by an insurance company, assessor, loss adjuster, managing agent, body corporate, homeowners' association, municipality, government department or any other third party, the client shall notify RVZ in writing prior to accepting the quotation and before any work commences.
- 2.5 Unless expressly agreed otherwise in writing by RVZ, all quotations and invoices are issued directly to the client. RVZ shall have no obligation to submit claims, quotations, invoices or supporting documentation to any insurance company or other third party on behalf of the client.
- 2.6 RVZ shall not be responsible for following up, negotiating, administering or recovering payment from any insurance company or other third party. Any delays, disputes, claim rejections, excess payments, policy limitations, administrative processes or claim assessments by such third parties shall not affect the client's obligation to pay RVZ in accordance with these Terms and Conditions.
- 2.7 The client acknowledges that any reimbursement or payment expected from an insurer or any other third party constitutes a separate agreement between the client and that third party and shall not be relied upon as a reason for withholding, delaying or reducing payment due to RVZ.
- 2.8 Where the client fails to disclose, prior to commencement of the works, that payment is subject to insurance approval or any other third-party funding process, RVZ reserves the right to demand immediate settlement of the full outstanding balance upon completion of the works, irrespective of the status of the third-party claim.
- 2.9 Should RVZ agree in writing to invoice a third party directly, or assist the client by providing quotations, reports, photographs or supporting documentation for the purposes of an insurance or other third-party claim, such assistance shall not release the client from liability for payment. Should the third party fail, refuse or delay payment for any reason whatsoever, the client shall remain fully liable for settlement of the outstanding balance immediately upon demand.
- 2.10 RVZ reserves the right to suspend ongoing works, withhold reports, recommendations, certificates or future services where any account remains unpaid beyond the agreed payment period.
- 2.11 Interest may be charged on overdue accounts at the maximum rate permitted by applicable South African legislation.
- 2.12 The client shall be liable for all legal costs, collection commission, tracing fees and other expenses incurred by RVZ in recovering outstanding amounts, including attorney-and-client costs where permitted by law.
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3. ACCESS TO SITE

- 3.1 The client shall ensure safe and unrestricted access to the work area during the agreed working period.
 - 3.2 Delays caused by restricted access, parked vehicles, locked gates, security procedures, tenants, neighbours, animals or any third-party interference may result in additional charges.
 - 3.3 The client shall provide access to water and ablution facilities where reasonably available.
 - 3.4 RVZ reserves the right to postpone works where site conditions are considered unsafe.
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4. CLIENT RESPONSIBILITIES

- 4.1 The client warrants that they are the lawful owner of the property, are authorised by the owner to instruct RVZ to undertake the works, or have obtained all necessary permissions to proceed.
- 4.2 The client shall disclose any known defects, hazards, structural concerns, previous failures, pest infestations, diseases, underground services, servitudes, restrictions or other relevant information relating to the trees or site prior to commencement of the works.
- 4.3 The client shall obtain all approvals, permits, permissions, wayleaves or consents that may be required by municipalities, homeowners' associations, body corporates, estate management, neighbours, environmental authorities or any other governing authority.
- 4.4 The client shall ensure that all underground services, including but not limited to water pipes, sewer lines, electrical cables, fibre-optic cables, irrigation systems, gas lines and drainage infrastructure, are accurately identified and marked prior to commencement of works.
- 4.5 The client shall remove or adequately protect vehicles, garden furniture, ornaments, potted plants, irrigation components, lighting, outdoor equipment and other movable property from the work area.
- 4.6 The client shall ensure that pets, children, employees, residents, tenants and visitors remain clear of designated work zones.
- 4.7 The client shall promptly implement any recommendations relating to tree safety, risk mitigation, monitoring, treatment programmes or remedial works contained in any report, assessment or recommendation issued by RVZ.

- 4.8 Failure to implement recommendations provided by RVZ shall release RVZ from any liability associated with subsequent tree failure, branch failure, property damage or personal injury.
- 4.9 The client acknowledges that trees are living organisms whose condition may change over time due to weather, soil conditions, pests, diseases, construction activities, environmental influences and natural biological processes.
- 4.10 The client remains responsible for the ongoing inspection, monitoring and management of all trees following completion of the works.
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5. TREE PRUNING SERVICES

- 5.1 Tree pruning shall be undertaken in accordance with recognised arboricultural standards and accepted industry practices.
- 5.2 Trees are living organisms and their response to pruning cannot be guaranteed.
- 5.3 Pruning may alter tree form, stimulate regrowth, expose hidden defects or affect future branch development.
- 5.4 RVZ shall not be responsible for future branch failures, tree decline, disease, pest infestation, structural defects or tree mortality occurring after pruning operations.
- 5.5 Trees that are dead, diseased, storm damaged, decayed, structurally compromised or otherwise hazardous may continue to deteriorate after pruning and may subsequently fail despite intervention.
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6. TREE REMOVAL AND FELLING

- 6.1 Tree removals are undertaken on the basis that all reasonable precautions will be exercised.
- 6.2 The client acknowledges that tree removal operations involve inherent risks due to tree size, condition, access limitations and surrounding infrastructure.
- 6.3 RVZ shall not be liable for damage arising from hidden defects, internal decay, unstable root systems, concealed cavities or other conditions not reasonably detectable before work commences.
- 6.4 Unless specifically stated otherwise, stump removal is excluded from quotations.
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7. TREE TREATMENTS

- 7.1 Tree treatments are performed using accepted arboricultural practices and products.
 - 7.2 No guarantee is given that any treatment will successfully cure, eliminate, suppress or prevent any disease, pest infestation, physiological disorder or decline.
 - 7.3 Treatment outcomes are influenced by environmental conditions, weather patterns, soil conditions, tree health and other factors beyond the control of RVZ.
 - 7.4 Follow-up treatments, irrigation, mulching, fertilisation and monitoring recommendations form part of the treatment process and should be adhered to by the client.
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8. TREE REPORTS, ASSESSMENTS AND CONSULTING SERVICES

- 8.1 All reports, assessments, surveys, inventories and consulting services are based upon observations made at the time of inspection.
 - 8.2 Unless specifically stated otherwise, inspections are visual assessments only and do not include invasive investigation, excavation, laboratory testing or internal decay detection.
 - 8.3 RVZ cannot guarantee that all defects, decay pockets, pathogens, infestations, root defects or structural weaknesses will be detected.
 - 8.4 Tree risk assessments represent professional opinions based on information available at the time of inspection.
 - 8.5 Trees are biological organisms subject to continual change and unforeseen failure.
 - 8.6 Reports and recommendations reflect the condition of the tree at the date of inspection only.
 - 8.7 RVZ shall not be liable for any subsequent tree failure, branch failure, property damage, personal injury, death, loss of use, business interruption or economic loss occurring after the date of inspection or report issuance.
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9. UNDERGROUND AND HIDDEN SERVICES

- 9.1 The client is responsible for accurately identifying and marking all underground services before work commences.

9.2 Such services include but are not limited to electrical cables, fibre-optic cables, water pipes, sewer lines, drainage systems, irrigation systems, gas lines and telecommunications infrastructure.

9.3 RVZ accepts no responsibility for damage to underground services that are hidden, incorrectly marked, inaccurately mapped or otherwise unknown at the time of the works.

10. PROPERTY DAMAGE

10.1 While every reasonable precaution is taken, tree work is inherently hazardous.

10.2 The client acknowledges that access over lawns, flower beds, paving, irrigation systems and landscaped areas may result in minor disturbance.

10.3 RVZ shall not be liable for damage resulting from latent defects, concealed decay, unstable trees, hidden infrastructure or circumstances beyond its reasonable control.

10.4 The client shall remove or adequately protect fragile or valuable items before work commences.

11. DEBRIS REMOVAL AND TIMBER OWNERSHIP

11.1 Unless specifically stated otherwise in writing, all timber, branches, leaves and debris generated by the works shall become the property of RVZ and may be removed from site.

11.2 Where timber is left on site at the client's request, RVZ accepts no responsibility for subsequent deterioration, pest infestation, movement, storage or safety concerns.

11.3 Additional cutting, stacking, loading or transportation of timber requested by the client may be charged separately.

12. WEATHER AND FORCE MAJEURE

12.1 RVZ reserves the right to postpone works due to adverse weather, unsafe conditions, labour disruptions, equipment failure or circumstances beyond its control.

12.2 RVZ shall not be liable for delays arising from such circumstances.

13. HEALTH AND SAFETY

13.1 No unauthorised persons shall enter designated work areas.

13.2 RVZ reserves the right to suspend work where safety requirements are compromised.

13.3 Clients, residents, visitors, contractors and employees shall comply with all safety instructions issued by RVZ personnel.

14. LIMITATION OF LIABILITY

14.1 To the fullest extent permitted by law, RVZ's total liability arising from any services provided shall be limited to the value of the specific services rendered.

14.2 RVZ shall not be liable for indirect, consequential, incidental or economic losses, including loss of profits, loss of business, loss of use or reputational damage.

15. INDEMNITY

15.1 The client indemnifies and holds harmless RVZ Consulting and Contracting Arborists (Pty) Ltd, its directors, employees, subcontractors and agents against all claims, damages, losses, costs, expenses, liabilities and legal proceedings arising from:

- a) The condition, health or structural integrity of any tree.
 - b) Subsequent tree or branch failure.
 - c) Hidden defects, internal decay or structural weaknesses not reasonably detectable.
 - d) Underground services not identified or marked.
 - e) Failure by the client to implement recommendations provided by RVZ.
 - f) Acts of nature including storms, wind, flooding, lightning, drought or other environmental events.
 - g) Third-party actions, interference or unauthorised access to work areas.
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16. INTELLECTUAL PROPERTY

16.1 All reports, assessments, surveys, inventories, photographs, drawings, recommendations and associated documents remain the intellectual property of RVZ unless otherwise agreed in writing.

16.2 No report may be altered, reproduced or distributed in part without the written consent of RVZ.

17. GOVERNING LAW

17.1 These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

17.2 Any dispute arising from services provided by RVZ shall be subject to the jurisdiction of the South African courts.

ACCEPTANCE

Acceptance of any quotation, instruction to proceed, purchase order, payment of a deposit or commencement of work shall constitute acceptance of these Terms and Conditions in full.

RVZ CONSULTING AND CONTRACTING ARBORISTS (PTY) LTD Consulting and Contracting Arborists