



**TREEOWNER ACCEPTANCE OF QUOTE FROM WEL RELATING TO:**

FCTN/SCTN No: \_\_\_\_\_

WEL QUOTE NO: \_\_\_\_\_

Customer / Treeowner Name:

Site Address:

Date:

Email Address:

Mobile No:


I/We being the landowner/treeowner named above (please strike out any of the following that do not apply and sign below):

- acknowledge that I/We are the legal owner of the land and the trees referred to in the Quote;
- acknowledge receipt (if a notice has been served) of the FCTN/SCTN Notice referred to above;
- accept the quote from WEL to trim and/or fell all the trees referred to in the notice and the quote, to the extent referred to in the Quote;
- **have read and understood the Vegetation Service Terms attached to the Quote and on the WEL website and the obligation to pay for work;**
- will give WEL access to the land to carry out the work on the trees, to carry out the work in the way WEL deems safe;
- consent to receiving any and all future notices regarding trees on our property/properties by email to the email address set out above;
- acknowledge that if we prefer to organise cutting or felling and we choose to appoint our own qualified arborist, **we will ensure the work is undertaken before the last trimming date set out in the FCTN/ SCTN Notice** and acknowledge WEL needs as much notice as possible (ideally two (2) weeks’ notice) to prevent delays due to safety concerns. We **WILL** notify WEL at least 3 working days before the work is to commence. We will not try to deal with our trees if they are closer than 4m from the power lines.

**Hazards, Risks and/or Seasonal Constraints Info:**

<b>Signed by treeowner/landowner</b> _____	<b>Date</b> _____
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**Return this form: copy/scan/photo to WEL by email to [tree@wel.co.nz](mailto:tree@wel.co.nz)**

If you have any queries please contact us as soon as possible: Alex Horan, Vegetation Patroller, WEL Networks Ltd  
 Mobile: 021 247 3986 | Email: [alex.horan@wel.co.nz](mailto:alex.horan@wel.co.nz) and/or [tree@wel.co.nz](mailto:tree@wel.co.nz) | PO Box 925, Hamilton | [www.wel.co.nz](http://www.wel.co.nz)

## 1.0 DEFINITIONS

Unless the context otherwise requires, the following definitions shall apply to these vegetation services terms and conditions ("vegetation services terms"):

- 1.1. "we" "our" "us" or "WEL" means WEL Networks Limited its assigns, subsidiaries, employees, directors, contractors, agents & suppliers.
- 1.2. "you" means the purchaser of the vegetation services from us as set out on the quotation to which these vegetation terms are attached ("Quote").
- 1.3. "Vegetation Services" means the provision by WEL of vegetation trimming and/or removal services as more described in the Quote.

## 2.0 GENERAL

- 2.1. Vegetation Services supplied by us are supplied on the basis of these Vegetation Terms. In the event of any conflict between these terms and the provisions of any other arrangement between you and us these terms shall prevail unless otherwise agreed in writing by both you and us.

## 3.0 PAYMENT

- 3.1. You must pay for the Vegetation Services in the amounts and at the times set out in the Quote (plus GST at the then current rate). If a payment date is not specified in the Quote, the payment must be made by the 20th of the month following the date of invoice, without deduction or set-off of any kind.
- 3.2. If any such payment is late, then without prejudice to any other right or remedies available to us under these terms, at law, in equity or otherwise we may refer the matter to a debt collection agency for collection.
- 3.3. Unless previously withdrawn, any Quote will remain open for acceptance for 30 days from its date.

## 4.0 ACCESS AND TIMING OF DELIVERY OF VEGETATION SERVICES

- 4.1. You must provide us with access to your property (and if applicable secure access to any neighbouring property), to allow us to deliver the Vegetation Services.
- 4.2. WEL will notify you in advance of the proposed dates and work duration, for delivery of the Vegetation Services.
- 4.3. WEL and you agree that access will usually be during business hours and WEL will work with you to ensure that any farming or forestry constraints are taken account of.
- 4.4. Dates provided for commencement and/or completion of any Vegetation Services are provided in good faith as an indication, for planning purposes only. WEL shall have the right to change the dates in its absolute sole discretion and shall have no liability arising from any delay in commencing or completing any Vegetation Services.
- 4.5. You acknowledge that in certain circumstances, for example in emergencies or due to other safety and network reliability requirements, work may need to go ahead outside of any agreed schedule, without notice.
- 4.6. WEL may suspend work if you breach any of your obligations to WEL or anything happens that WEL reasonably considers will, or may, cause delays, hazards, or any danger to the safety of any person. WEL will have no liability if it suspends providing the Vegetation Services under this clause.

## 5.0 OUR RESPONSIBILITIES

- 5.1. We are responsible for providing the Vegetation Services as set out in the Quote.
- 5.2. WEL agrees to perform the Vegetation Services in a competent manner using reasonable skill and care and to the extent agreed between us.

## 6.0 CONSUMER GUARANTEES ACT

- 6.1. You acknowledge that where you are acquiring Vegetation Services for business purposes the provisions of the Consumer Guarantees Act 1993 do not apply to this contract, otherwise nothing in these terms limits any rights you may have under the Consumer Guarantees Act 1993.

## 7.0 YOUR RESPONSIBILITIES

- 7.1. You must provide promptly all relevant information, directions, assistance & co-operation as and when required by us as may be reasonably necessary for us to provide the Vegetation Services to you and agree to undertake all activities that are identified as being your responsibility in the Quote.
- 7.2. You must not do or allow to be done, anything which may harm WEL equipment on your property and must follow our reasonable directions in relation to such WEL equipment. You must notify us of any work, at any time, on your property which may affect WEL Equipment.
- 7.3. You must advise us of any hazards or possible hazards at the Workplace where the Vegetation Services are being delivered, as required by the Health and Safety at Work Act 2015.
- 7.4. You must notify us of any work or equipment located in the Workplace where we are to carry out the Vegetation Services and which may affect our ability to provide the Vegetation Services in a safe manner.

## 8.0 ACCESS

- 8.1. You accept full responsibility for preparing driveways, paths, or other landscaping at the property where Vegetation Services are to be performed (including any property used for access) and understand that, to carry out the Vegetation Services, it may be necessary for WEL to use heavy machinery that could cause damage.
- 8.2. WEL will comply with good industry practice but will not be liable for any damage caused to driveways, paths, or other landscaping, which occurs in connection with the Services.
- 8.3. Additional costs may be incurred, where access required to complete the Vegetation Services becomes, or is discovered to be, more difficult than indicated by you or anticipated by WEL, at the date of the Quote.
- 8.4. To the extent reasonably practicable WEL will notify you of any issues experienced and any estimated additional costs.

## 9.0 EASEMENTS, COVENANTS AND BOUNDARIES

- 9.1. You are responsible for determining the extent of any relevant easements, covenants and boundaries.
- 9.2. You must obtain all necessary authorisations and consents from co-owners of shared trees, and neighbours of adjacent properties where appropriate, prior to WEL commencing the Vegetation Services.
- 9.3. WEL will have no liability in relation to breaches of any such easement, covenant or issue regarding boundaries.

## 10.0 TREE PRESERVATION ORDERS, CONSERVATION AREAS AND TREE PERMITS

- 10.1. The trees identified in the Quote as requiring Vegetation Services, may be protected by a local or regional authority under a law or by-law.
- 10.2. Where it is necessary to obtain resource consents and/or permits from the relevant authorities, it will remain your responsibility to do so, unless otherwise agreed in writing between us.

## 11.0 UNDERGROUND SERVICES

- 11.1. Unless a plan showing the exact location of any underground pipes, wires, or cables has been provided to us by you prior to the acceptance of the Quote, WEL will have no liability for any damage caused to such pipes, wires, or cables, or any damage to property resulting as a result of performing the Vegetation Services. You shall be solely liable for any such damage.
- 11.2. WEL will, if required, contact Dial Before U Dig for information relevant to the site before commencing work. Should a mark out or pot-holing be required to identify exact service location, any/all costs associated with this will be passed on to you.

## 12.0 HIDDEN OBSTRUCTIONS

- 12.1. WEL's Quotes are prepared based on the assumption that trees are free from metal, stone and other hidden obstructions.
- 12.2. If tree/s are contaminated, WEL reserves the right to reprice the work to cover damage to equipment or change in methodology.

## 13.0 FIREWOOD

- 13.1. Logs left for firewood will be trimmed neatly and stacked safely in the immediate vicinity of the tree from which they originate unless otherwise specified. Ringing (cutting) into firewood is not included unless otherwise agreed.

## 14.0 FIRE / RAIL PERMITS, TRAFFIC MANAGEMENT, EROSION CONTROL AND RAIL CLEARANCE

- 14.1. The Vegetation Services may necessitate permits, licences, clearances, or plans from the local or regional authority.
- 14.2. It is your responsibility to obtain any such authorisation or information from the relevant authorities unless otherwise agreed in writing.

## 15.0 HISTORIC SITES AND AREAS OF ARCHAEOLOGICAL, SCIENTIFIC, ENVIRONMENTAL, RELIGIOUS OR CULTURAL SIGNIFICANCE

- 15.1. It shall be your responsibility to fully investigate all matters pertaining to historic sites and areas of archaeological, scientific, environmental, religious or cultural significance; to obtain all necessary plans, permits and consents, and to supply WEL with all supporting documentation arising from such investigations.
- 15.2. WEL shall have no liability for damage, or any costs or losses arising from such damage, to any site or area of significance that was not fully disclosed to us at the time of quoting.

## 16.0 LIMITATION OF LIABILITY

- 16.1. Regardless of the legal basis of any claim of any kind made against us, our maximum liability to you under any circumstances shall not exceed the sum paid by you for the Vegetation Services supplied by us and which gave rise to that claim.
- 16.2. No employee, agent of, or independent contractor engaged by us shall in any circumstances be under any liability of any kind to you whether arising directly or indirectly from any act, neglect or default on the part of such person while acting in the course of or in connection with his or her employment, agency or engagement and, without prejudice to the generality of the foregoing provision, every exemption, limitation, condition & right expressed or implied in these terms on the part of or in our favour shall extend to protect every such employee, agent or independent contractor.
- 16.3. We shall not be liable for any loss or damage of any kind arising out of or attributable to your interference with the Vegetation Services, without our consent.
- 16.4. While we are a member of the Utilities Disputes, nothing in these terms limits or excludes any rights you may have, or obligations we may have, under that scheme.
- 16.5. We are not liable for loss or damage (of any kind and whether direct, indirect or consequential) arising from any delay in delivering the Vegetation Services, whether caused by Government order, civil commotion, accidents, fires, strikes, lock-outs or procurement delay whether as a result of shortage or otherwise.

## 17.0 MISCELLANEOUS

- 17.1. We may collect and hold personal information about you in the course of providing Vegetation Services to you. We will deal with any such personal information in accordance with the WEL Privacy Policy which is available on the WEL Website.
- 17.2. This information may be used for credit, marketing & administration purposes and we may disclose personal information about you to our agents and to any debt collection agency which we may use.
- 17.3. We shall not be deemed to have waived or varied any provision of these terms or any right or remedy which we may have under these terms or at law or in equity or otherwise unless the waiver or variation is in writing signed by us. No waiver of a breach shall be deemed to be a waiver of any other breach or any further breach.
- 17.4. These Vegetation Services Terms and the relationship between the parties shall be governed by the laws of New Zealand.
- 17.5. Each provision of these terms is individually severable. If any provision is or becomes illegal, unenforceable or invalid it is to be treated as severed from these Vegetation Terms and the rest of these terms will not be affected.
- 17.6. We may assign or transfer any of our rights under these Vegetation Services Terms at any time without your consent.