

NZ-SGApsv11

Landscape gardening, tree surgery

This agreement is dated: [Date]

It is made between: [Tree and Landscape Contractor's name]

And [Client's name]

of [address] (the “Client”)

Background

The terms of this agreement are:

1. Specification and requirements

[Timetable]

2. Interruptions and expense

- 2.7. Access to the site will be provided by the Client from [7.30 am] [5 . 30]. [, , , .
- 2.8. The Client warrants that he is the owner [.

3. Account and expenses

- 3.1. The sum stated in the Specification as the [.].
- 3.2. Upon completion of the Project, the Tree and Landscape Contractor shall submit an account. Payment [[.] [.] [.] [.] [.]].
- 3.3. The account shall include whatever reasonable expenses the Tree and Landscape Contractor [[.] [.] [.]].
- 3.4. A complaint or rejection of some part of [.].
- 3.5. The Tree and Landscape Contractor reserves the right to charge the Client interest in respect of the late payment of [. ([.])] 5 [.].
- 3.6. The cost of any materials [.].

Account and expenses: Possible alternative terms

- 3.7. A cheque is [REDACTED]
[REDACTED].
- 3.8. The full cost of the Project [REDACTED] [REDACTED]
[REDACTED].
- 3.9. Payment for the work of the [REDACTED]
[REDACTED].
- 3.10. Payment for the work of the Tree and Landscape Contractor shall be
made on the Friday of every week [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED].
- 3.11. Except the termination of this contract under the following paragraph,
the Client will [REDACTED]
[REDACTED]
[REDACTED],
[REDACTED].

4. Safety and insurance

- 4.1. The Client warrants that any plant and equipment he supplies for the
use of the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] 12 [REDACTED].
- 4.2. The Tree and Landscape Contractor undertakes to obtain insurance
against liability for professional negligence [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 4.3. The Client undertakes at all times to maintain appropriate insurances
and in [REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED].

5. Confidentiality

- 5.1. In this paragraph, "Damage" means both economic loss, loss of [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED] " [REDACTED]"
[REDACTED], [REDACTED].
- 5.2. Each party to this contract [REDACTED]
[REDACTED]:
 - 5.2.1 divulge to any person whatever or otherwise make use of [REDACTED]
[REDACTED], [REDACTED]
[REDACTED];
 - 5.2.2 post any text, nor image, nor audio-[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 5.3. The parties agree that any Damage arising directly or indirectly, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 5.4. The Client accepts personal liability [REDACTED]
[REDACTED] [REDACTED].
- 5.5. No matter how this contract ends, [REDACTED]
[REDACTED] [20] [REDACTED]
[REDACTED].

6. Limitation of liability

This paragraph states [REDACTED]
[REDACTED].

- 6.1. This paragraph applies to all of:
 - 6.1.1 a defect in work done or not done
 - 6.1.2 a breach [REDACTED]
[REDACTED]
 - 6.1.3 negligence or any other tort

Any of the [REDACTED] ' [REDACTED].

- 6.2. The Tree and Landscape Contractor shall have no liability to the Client in respect of a Default [REDACTED]
[REDACTED] [14] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 6.3. The Client agrees to give the Tree [REDACTED]
[REDACTED] [14] [REDACTED]
[REDACTED].
- 6.4. If a number of Defaults give rise to [REDACTED]
[REDACTED]
[REDACTED].
- 6.5. The Tree and Landscape Contractor shall not be liable to the Client in respect of a Default, for loss of profits goodwill or any [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 6.6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

OR

- 6.7. [REDACTED]
[REDACTED]
[REDACTED] \$ [REDACTED].

7. Uncontrollable events

- 7.1. [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED], [REDACTED]
[REDACTED], [REDACTED] [REDACTED].

AND/OR

- 7.2. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 7.3. [REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED];
- 7.4. [REDACTED]
[REDACTED];
- 7.5. [REDACTED], [REDACTED]
[REDACTED] [30] [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED] [7] [REDACTED], [REDACTED]
[REDACTED].
- 7.6. [REDACTED]
[REDACTED]
[REDACTED].
- 7.7. [REDACTED]
[REDACTED]
[REDACTED] / [REDACTED]
[REDACTED]
[REDACTED].

8. Miscellaneous matters

- 8.1. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 8.2. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].
- 8.3. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]

A decorative horizontal border at the top of the page, featuring three rows of small black squares arranged in a grid pattern.

It shall be deemed to have been delivered:

72 ;
- : 24 . [, ,]

[REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

8.9. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

8.10. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

Signed by [Client name]:

OR

[REDACTED] [REDACTED] [REDACTED]
[REDACTED] :

[REDACTED] [REDACTED] [REDACTED]

Schedule: Specification

[Specify details]

Explanatory notes:

Landscaping contract: earthworks, landscape gardening, tree surgery

General notes

1. What is in the agreement?

The main purposes of this agreement are:

2. Inland Revenue self employment rules

Your client will want to be certain that you are self employed. This is important because if the Inland Revenue deems that you are an employee, your client will have to pay ACC levy and income tax on the [REDACTED]

<https://www.ird.govt.nz/roles/self-employed>

3. Background and Specification

You are not going to order a skip.

You are not going to take away spare ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

The annexe window is not included in the ■ ■ ■ - ■ ■ ■ .

You are not replacing the boiler

and so on . . .

"Work not specified in this document shall be treated as extra work and charged \$ [REDACTED], [REDACTED]"

Final points about this contract:

remember to attach the specification to this contract.

make sure your client has signed the contract.

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Specification and requirements

Clients also like to know the position on GST

A few more items to [REDACTED]

2. Interruptions and expense

So often a profitable job is spoiled by unforeseen expenses which fall to you to be paid. How far you accept these is up to you, but you should be able to

Many clients find it all too easy to tell you what they want, then add to it as the job progresses. Or you find extra work



3. Account and expenses

possible alternative terms

4. Safety and insurance

5. Confidentiality

6. Limitation of liability

- has to get all complaints together at once and
 - your total liability is limited.

7. Uncontrollable events

Often referred to as “force majeure”. This is a difficult one to [REDACTED].
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]

We suggest you start by reading the paragraph very ■■■■■. ■■■■■
■■■■■ . ■■■■■ ■■■■■
■■■■■ ■■■■■

8. Miscellaneous matters

A number of special points. We have identified each of these as important ■■■
■■■■■ . ■■■■■ ■■■■■
■■■■■ , ■■■■■ ■■■■■
■■■■■ . ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■
■■■■■ .

End of notes