

## **VIRTUAL CONSULTATION TERMS AND CLIENT ACKNOWLEDGEMENT**

*Brent Hocking Consulting Arborist (“BHCA”)*

These terms govern virtual consultations provided by Brent Hocking Consulting Arborist (“BHCA”). A virtual consultation is a remote, video-based advisory session in which BHCA provides arboricultural guidance and education based on information, video, and images supplied by the person requesting the consultation (the “Client”). By booking a consultation and by indicating acceptance of these terms at the time of booking, the Client agrees to be bound by all the terms set out below.

### **1. THE SERVICE**

A virtual consultation consists of professional arboricultural advice and education delivered remotely by video, telephone, or written reply. The purpose of the consultation is to help the Client understand their tree or trees and make informed decisions. BHCA does not perform, sell, or bid on tree removal, pruning, or other tree-care work, and has no financial interest in any work that may be recommended or undertaken as a result of the consultation.

### **2. WHAT THE SERVICE IS NOT**

The Client acknowledges and agrees that a virtual consultation is advisory and educational only, and that it is expressly not any of the following:

- A formal tree risk assessment (Level 1, Level 2, or Level 3) as defined by accepted arboricultural standards.
- A written arboricultural report, assessment, plan, or opinion suitable for use in support of a permit application, development application, by-law matter, insurance claim, tribunal, or legal proceeding.
- A substitute for an on-site inspection by a qualified arborist.

Where the Client’s situation requires any of the above, those are separate services offered by BHCA under a distinct written engagement, and BHCA will advise the Client accordingly.

### **3. BASIS OF THE ADVICE AND ASSUMPTIONS**

BHCA provides the consultation based solely upon the materials, video, images, descriptions, and explanations provided by the Client, together with anything the Client is able to show during the consultation, and BHCA’s professional understanding of that information. BHCA cannot and does not independently verify site conditions, property boundaries, measurements, or any other physical condition that cannot be observed remotely. BHCA accepts no responsibility for advice affected by incorrect, incomplete, or misleading materials or information provided by the Client.

### **4. LIMITATIONS OF A REMOTE ASSESSMENT**

It is the policy of BHCA to make the following limitations clear so that the Client is fully aware of what is technically and professionally realistic from a remote consultation:

- ① Any observations made during the consultation are based on remote visual review of Client-supplied video and images only. No tree is dissected, cored, probed, or climbed, and no root crown examination



involving excavation is undertaken. Remote review is inherently more limited than an on-site inspection, as it depends entirely on what the Client is able to capture and show.

- ② Notwithstanding any recommendations or conclusions, trees are living organisms, and their health and vigour constantly change over time. They are not immune to changes in site conditions or to seasonal variations in the weather.
- ③ While reasonable efforts are made to provide sound guidance, no guarantee is offered or implied that any tree, or any part of it, will remain standing. It is both professionally and practically impossible to predict with absolute certainty the behaviour of any single tree, group of trees, or any of their component parts in all given circumstances. Inevitably, a standing tree will always pose some risk. Most trees have the potential for failure in the event of adverse weather conditions, and this risk can only be eliminated if the tree is removed.
- ④ Any guidance is valid only as of the time of the consultation and is not a guarantee of safety. Trees should be re-assessed periodically, and any significant guidance should be confirmed by an on-site assessment where appropriate.

## **5. NO INSPECTION OR SUPERVISORY ROLE**

Provision of advice during a consultation in no way implies any inspection or supervisory role on the part of BHCA. BHCA accepts no responsibility for the implementation of all or any part of any recommendation, unless BHCA has been specifically retained in writing to examine such implementation activities, with the details agreed to in writing by both parties.

## **6. CLIENT RESPONSIBILITIES**

All decisions and actions taken following a consultation are the sole responsibility of the Client. The Client is responsible for engaging suitably qualified and insured contractors to carry out any tree work, and for ensuring that any work complies with applicable municipal by-laws, permits, and provincial regulations, including those relating to protected species. BHCA is not responsible for the work, conduct, or pricing of any third-party contractor.

## **7. RELIANCE BY OTHERS**

A consultation is provided exclusively for the Client. Any use that a third party makes of the advice, and any reliance on or decisions made based upon it, are made at the sole risk of that third party. BHCA accepts no responsibility for any loss or damage suffered by the Client or by any third party as a result of decisions or actions based upon the consultation.

## **8. RECORDINGS, PHOTOGRAPHS, AND PRIVACY**

With the Client's consent, BHCA may record the consultation or retain Client-supplied images for the purpose of preparing notes or an optional written summary, and for BHCA's records. The Client may decline recording at the outset of the consultation. BHCA will not publish or share identifiable Client materials without the Client's permission.



## **9. FEES AND PAYMENT**

Fees for each consultation tier are as shown at the time of booking and are payable in full at the time of booking. All fees are quoted in Canadian dollars and are subject to applicable HST. The fee for a consultation covers the scheduled session and, where purchased, the optional written summary; it does not include any subsequent on-site work or formal reporting, which are quoted separately.

## **10. RESCHEDULING, CANCELLATION, AND NO-SHOWS**

Consultations may be rescheduled or cancelled with at least 24 hours' notice for a full credit toward a future consultation. Cancellations with less than 24 hours' notice, and failure to attend a scheduled consultation (a "no-show"), are non-refundable. If the Client experiences a technical issue, BHCA will make reasonable efforts to reconnect or to reschedule at no additional charge. [BHCA may adjust this policy; the policy shown at booking governs.]

## **11. OPTIONAL WRITTEN SUMMARY**

Where the Client purchases the optional written summary, BHCA will provide a brief written record of the guidance discussed. The written summary reflects the same remote, advisory scope and limitations set out in these terms and is not a formal arboricultural report or assessment.

## **12. FORMAL AND ON-SITE SERVICES**

On-site inspections, formal tree risk assessments, arboricultural reports, development and tree preservation plans, butternut health assessments, and expert opinion or testimony are available from BHCA as separate services under a distinct written engagement, on terms and at rates provided at that time.

## **13. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability of BHCA arising out of or in connection with any consultation, whether in contract, tort, or otherwise, shall not exceed the fee paid by the Client for that consultation. BHCA shall not be liable for any indirect, incidental, or consequential loss or damage.

## **14. GOVERNING LAW**

These terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **15. ACCEPTANCE**

By booking a consultation and indicating acceptance of these terms at the time of booking, the Client confirms that they have read, understood, and agreed to these Virtual Consultation Terms and Client Acknowledgement.

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### **Brent Hocking Consulting Arborist**

ISA Board Certified Master Arborist® #ON-2667B  
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