

# TERMS AND CONDITIONS OF THE ENSEMBLE ON VERDIT CAMPAIGN



## 1. GENERAL TERMS AND CONDITIONS OF THE ENSEMBLE ON VERDIT CAMPAIGN

- The trees offered as part of the Ensemble on verdict campaign are planted by GRAME employees, without exception.
- The necessary planting materials are included in the purchase of the tree (soil, mulch, mycorrhizae, and trunk protector).
- GRAME reserves the right to change the species available in the online store at any time during the campaign.
- The Ensemble on verdict campaign is part of a global effort to maintain and improve the tree canopy in our communities and the resilience of our urban forests.
- The trees purchased through this campaign have a specific diameter at stump height (DSH) of at least 30 to 35 mm, depending on the municipality, and can be planted to replace dead or felled trees, or as new trees.
- The Ensemble on verdict campaign runs from spring to fall. The exact start and end dates of the campaign depend on the weather. These are indicated on the [Ensemble on verdict website](#).
- There will be a delay between the date of purchase and the date of planting. All trees purchased will be planted before the end of the season.
- Planting will take place throughout the campaign, with the last plantings in November (weather permitting).
- Customers can select the species of their choice from those available in their municipality's store.



## 2. GENERAL TERMS AND CONDITIONS OF THE ENSEMBLE ON VERDIT CAMPAIGN

### 2.1 Conditions of purchase

The customer agrees to:

- Be the owner of a single-family or multi-family residence OR be a manager duly authorized by the co-owners' association of a building OR be a tenant duly authorized by the owner of a single-family or multi-family residence located in the participating territory;
- Make the purchase in the store in their municipality of residence;
- Ensure that the tree will not be planted on city property and will therefore be well within the boundaries of their property, while complying with regulations on planting trees near public property in their municipality;
  - If the citizen does not validate the rights-of-way in front of their property or if the location does not comply with municipal regulations and a tree is planted there by GRAME, the customer will be charged for the cost of moving and replanting the tree (\$70).
- Check BEFORE THE DAY OF PLANTING the location of underground infrastructure under the land where the tree is to be planted, as **GRAME is not responsible for damage to underground structures:**
  - Info-Excavation is a free service available throughout Quebec that covers all underground networks belonging to member companies (electricity, telephone, natural gas, cable, and others). Contact Info-Excavation to find out what underground infrastructure is present in the ground and choose a location for the tree accordingly. Call 1-800-663-9228 or visit <https://www.info-ex.com/en/>
- Check the required spacing near infrastructure (e.g., fences, power lines, house walls, etc.) by referring to the following documents:
  - [Summary of municipal regulations](#) related to tree planting available on the Ensemble on verdict website. Contact your municipality directly for more details.
  - Tree species fact sheet, downloadable from the [Hydro-Québec website](#).
  - The minimum distance from power lines is indicated in the online store under each species.



## 2.2 Preparing for planting

The customer agrees to:

- Read and follow the instructions in “How to prepare for our visit” provided by email after the initial purchase;
- Choose the location of their tree(s) on their property based on the information provided (presence of underground structures, municipal regulations) **BEFORE the planting day**. If the chosen location is not suitable for planting (close to a stump and therefore presence of large roots, under a power line, etc.), the GRAME planting team may ask the customer to choose another location. It is the customer's responsibility to ensure that this location also complies with regulations before accepting the change;
- Indicate the chosen location to the GRAME planting team using a flag, stick, sign, or other clearly visible object **BEFORE the planting day**. GRAME is not responsible for any constraints related to the customer's lack of preparation for planting. If no clear indication is present on the day of planting and the team cannot proceed with planting with certainty, or if the location identified by the customer does not meet the necessary conditions for planting (municipal right-of-way, presence of underground pipes, etc.), travel expenses (\$70) will be charged to the customer to schedule a new planting date.
- Notify GRAME at least two (2) business days before the planting date of any changes deemed important to the planting team, such as:
  - Inability to access the site or obstructive renovations;
  - Failure to complete the felling of your tree(s);
  - Uncertainty about the location of underground infrastructure or inadequate preparation;
  - Changes to the order (e.g., request for a different species);
  - Inability to mark a planting location or access the site.
- Please note that it is not possible to reserve a planting day. Due to high demand, GRAME will assign a planting date that cannot be changed by the customer. The only reasons GRAME will consider changing a planting date for a customer are:
  - Major construction work preventing access to the planting area;
  - The felling of your tree(s) has not been completed;
  - Uncertainty about the location of underground infrastructure or adequate preparation has not been completed.



- If a planting date has been assigned and the customer wishes to change it for one of the above reasons, they must notify GRAME at least two (2) business days before the said date.
- If you are not present on the planting date communicated to you by GRAME, please clearly indicate the location where you would like our team to plant your tree(s) (using a flag, stick, sign, or other clearly visible object) and ensure that your property is accessible in your absence.
- GRAME is not responsible for delays caused by the postponement of the initial planting date by the citizen.

### **2.3 During planting**

- The GRAME team reserves the right not to plant your tree(s) if it considers that the chosen location is not suitable for the proper development and/or survival of the tree(s) (poor sunlight, lack of available space, area too wet for the chosen species, etc.);
- If the customer cannot find another suitable location, a new planting date will be scheduled. The customer will be charged \$70 for this additional trip.
- The customer may not refuse a tree during planting on aesthetic grounds. All trees are carefully inspected and maintained by the GRAME team and meet strict aesthetic and health criteria.

### **2.4 Maintenance**

The customer agrees to:

- Follow the maintenance advice once the tree has been planted, available in the maintenance advice section of the website.
- Water their tree adequately, referring to the watering section of the website.
- Ensure that the tree is well protected from anything that could damage the trunk: rodents, trimmers, snow blowers. Before winter, it is recommended that you add extra protection to the tree trunk that covers more of the height to keep rodents away. Repellents applied directly to the tree trunk can also keep rodents away. These protective products are readily available in stores or online.
  - A trunk protector is provided at the time of planting, but it may not be sufficient to protect the tree. The customer is therefore responsible for



ensuring optimal protection for the tree and adding additional protection, especially in the presence of rodents.

## 2.5 Use of personal data

- When purchasing a tree on the Ensemble on verdict website, the customer authorizes GRAME to use the GPS coordinates of the tree planting location and share them with Soverdi and REQ (Regroupement des éco-quartiers) for the purpose of creating a map of planted trees. This map is intended to be published on a website. Only data relating to the GPS coordinates of the planting address and the species of tree purchased will be used.
- When purchasing a tree on the Ensemble on verdict website, the customer authorizes GRAME to provide the planting address, the type of planting selected, and the species selected to the municipality for verification purposes for subsidies granted for the Ensemble on verdict program.
- For accountability purposes, GRAME may need to access the land on which one or more trees purchased through the Ensemble on verdict program have been planted in order to photograph them. Therefore, when purchasing a tree on the Ensemble on verdict website, the customer authorizes GRAME to access their property in the years following the planting if necessary. If this situation arises, GRAME will notify the customer in advance.

## 3. EXCHANGE AND CANCELLATION POLICY

- It is possible to exchange one or more trees purchased up to 10 days after the purchase of the tree(s) for a tree of another species available in the store.
- The exchange is for a tree sold at the same price. Exchanges can only be made based on the trees available at the time of the exchange request, as stock availability varies throughout the season.
- In the case of an exchange for a tree with a different price, a refund will be issued for your initial purchase and a new purchase will be made, based on the trees available at the time of the refund.
- A tree that has already been planted cannot be exchanged.
- If a planting date has already been scheduled and the customer wishes to make an exchange, it is their responsibility to notify GRAME no later than two (2) business days before the planting date.



- If the customer chooses to exchange their tree(s) on the day of planting, they will be charged a \$70 fee to schedule another visit.
- To make an exchange, contact GRAME by email at [ensembleonverdit@grame.org](mailto:ensembleonverdit@grame.org) or by phone at 438-505-8378.
- Once planted, the tree becomes the sole responsibility of the customer. They must ensure the tree grows properly and take the necessary steps to keep it healthy.

#### 4. REFUND POLICY

- It is possible to request a refund for one or more trees purchased up to 10 days after purchase.
- A planted tree cannot be refunded.
- If the refund period has expired and the customer does not wish to receive the service, the tree becomes the property of GRAME.
- Refunds will be made to the credit card used for the initial purchase online.
- To request a refund, contact GRAME by email at [ensembleonverdit@grame.org](mailto:ensembleonverdit@grame.org) or by phone at 438-505-8378.

#### 5. WARRANTY ACTIVATION POLICY

- The survival of the tree purchased as part of the Ensemble on verdict campaign is guaranteed for one year (365 days) from the date of planting, provided that it has been planted by GRAME and properly maintained by the customer from the moment of possession.
- To activate the warranty, you will need to provide photos of the tree and follow the instructions given by our customer service department.
- It is up to GRAME to decide whether the tree can be replaced under warranty based on its observations: for any living tree that GRAME deems capable of recovering from its current condition, it will be preferable to leave it in place. Even if customer service has determined that the replacement of the tree is covered by our commitments, the field team may decide during their visit, based on their expertise and observations, not to replace it.
- The tree will be replaced only if it is dead.
- Please note that the warranty can only be activated once.
- If you wish to benefit from this warranty, contact GRAME by email at [ensembleonverdit@grame.org](mailto:ensembleonverdit@grame.org) or by phone at 438.505.8378.
- See the box for the conditions of warranty activation.



## CONDITIONS FOR WARRANTY ACTIVATION

The plantings carried out by GRAME are part of municipal initiatives aimed at increasing the forest cover of the territory in question and are partly subsidized by public actors for this purpose. In this context, GRAME and the customer are required to provide optimal growing conditions for the trees to ensure their survival.

GRAME therefore undertakes to:

- Guarantee the trees for one year following the date of planting/purchase, under the following conditions:
  - The trees in question must be dead.
  - The cause of their condition must not be anthropogenic in nature, i.e., resulting from wrongful action or negligence on the part of the owner, land manager, or any employee or subcontractor under their responsibility.
  - The warranty cannot be activated for damage or mortality caused by rodents on the tree. It is your responsibility to ensure optimal protection of the tree.
  - The warranty cannot be activated for damage caused by extreme weather events.
  - The warranty cannot be activated following damage caused by machinery (e.g., trimmers, snow blowers, etc.).
  - GRAME is not responsible for diseases or infestations present after planting. All GRAME trees are checked upon receipt from nurseries and before departure for planting to ensure their health.
- Replace the affected trees at its own expense, if necessary, at the best time of year depending on weather conditions and availability.
  - It is up to GRAME to determine when the tree can be replaced.
- If the species of tree to be replaced is no longer available, GRAME will suggest another species with similar characteristics to the customer.
- In the case of replacing a dead tree, the customer is subject to the same conditions as those mentioned in section 2.2, "Preparation for planting."



And the customer agrees to:

- Provide all conditions conducive to optimal tree growth, including adequate watering, winter protection, protection against rodents, and treatment for disease or infestation when necessary;
- Inform employees and subcontractors working on the planting site(s), including lawn maintenance and snow removal, of the presence of trees, the conditions required for their proper development, and the need to protect them when an intervention poses a risk to their integrity, such as cutting grass with a trimmer;
- When construction work is carried out near trees, the owner shall ensure that the minimum protective measures indicated in the standards of the Bureau de Normalisation du Québec are respected, namely the installation of a physical barrier equivalent to 12 times the diameter of the tree.

Clear signs of negligence or wrongdoing, as determined by GRAME, include, but are not limited to:

- Broken trees;
- Damaged bark showing signs of trimmer damage;
- Signs of lack of watering (e.g., dry, wilted, or prematurely fallen leaves);
- Signs of snow accumulation on the tree;
- Tree leaning or knocked down by a vehicle or snow removal activities;
- Bark damaged by rodents in the absence of additional protection to the tree guard.



## Terms and Conditions of Ensemble on verdict campaign

Groupe de recommandations et d'actions pour un meilleur environnement

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