



## Terms and Conditions

August 2021

### ACCEPTANCE

1. By agreeing to these terms and conditions the Customer confirms that they are contracting RGS Contracting 2020 Limited ("the Vendor") to undertake services as required and that the Customer has the authority to have these services carried out on the property.

### PRICE AND PAYMENT

2. The Vendor is unable to provide quotes for work involving powerlines due to variables beyond their control and requests that the Customer contacts the power provider for further advice.
3. All services will be invoiced upon completion and are to be paid in full within 14 days of the date of the invoice.
4. Interest may be charged on any amount owing at a rate of 5% above the current overdraft rate that the Vendor has with its principal trading bank.
5. The Customer indemnifies the Vendor against all expenses incurred by the Vendor in recovery of any amounts owing by the Customer to the Vendor, including but not limited to collection agency fees and legal fees (including costs on a Solicitor-Client Basis).
6. The Vendor reserves the right to charge for travel costs, where it is uneconomical for the Vendor to absorb this cost and excessive wear and damage to machinery caused by any unforeseen and unwarmed obstacles or extraordinary conditions.
7. Unforeseen and unwarmed obstacles includes, but is not limited to, hidden fencing material, railway irons, harrows and other equipment, heavily overgrown trees, tree stumps, and septic systems. The total amount payable will be limited to the excess applicable to the insurance held by the Vendor.

### LIMITATION OF LIABILITY

8. Where the Vendor is supplying Services to the Customer for business purposes within the meaning of the Consumer Guarantees Act 1993, pursuant to section 43, the provisions of that Act will not apply.
9. All warranties and representations including those expressed or implied by law in respect of the services supplied are excluded to the extent permitted by law.
10. Without restricting the limitations of liability contained elsewhere in these Terms and Conditions, The Vendor's liability in relation to the supply of services is limited to the price of the services in respect of which such liability arises.
11. The limitation of liability and responsibility includes any direct, indirect, or consequential loss or damage of whatever type and or however so arising, including but not limited to, any damage to:
  - (a) the Customers personal property; unless due to the Vendors negligence;
  - (b) any underground or overhead services, such as pipes or cables for water, electricity or telecommunications;
  - (c) any driveways, paths, or other property, owned by the Customer or a third party, including any oil/residue; and
  - (d) any protected trees.

### CUSTOMER RESPONSIBILITIES

12. The Customer is responsible for:
  - (a) defining all boundaries;
  - (b) notifying any and all relevant third parties, including owners of neighbouring properties, that the work is to be undertaken;
  - (c) identifying any protected tree and obtaining any and all relevant consents, unless the Customer has authorised the Vendor to undertake this additional service; and
  - (d) keeping all people and animals clear of working machinery by a minimum distance of 150 metres.

### PRIVACY

13. The Customer understands that any information they give to the Vendor will be held by the Vendor and used by the Vendor in fulfilling its obligations in respect of the services and may be used to offer the Customer other services provided by the Vendor. You The Customer may ask for access to any information provided, and request a correction of any of the personal or private information held by the Vendor.

Name \_\_\_\_\_ ("the Customer")

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_