



## TERMS AND CONDITIONS OF SERVICES

**Note: Dingodigs will be referred to as the COMPANY in these terms and conditions.**

### **IMPORTANT:**

**By contracting the company to provide services and/or undertake work, you are deemed to have read, understood and accepted the following terms and conditions.**

**If anything in these terms is unclear to you, please contact Tim for clarification before any work commences.**

### **1. Estimation/Quotation**

If The company provides the customer with an estimate, that estimate is nothing more than an indication of the cost of the work, and the final cost of the work may vary from the estimate.

If a quotation is given to a Customer, that quotation is a firm price that will not be altered during its currency unless the customer requests changes to the work or there are delays in the scope of the work being undertaken which are not directly attributable to the company.

### **2. Scope of Work**

The estimate/quotation is confined to the work described. If any additional work is required, or there are changes to the work originally specified, that additional work or those changes may be charged for by the company.

### **3. Underground & Above Ground Utilities**

The Customer shall arrange for the searching of records to determine the existence and position of pipes, cables and other utilities on or about the relevant property. The Customer shall also be responsible for physically locating the position of all such utilities and shall arrange with the controlling authorities for all necessary exploration work, location, protection, isolation, offsetting, reinstatement or alteration required. Prior to commencement of the work, the Customer shall supply the company with the details of any hazards or potential risks to the safety of those working on the site.

The cost of repairs to any unmarked or un-identified services damaged by the company Ltd will be charged to the Customer's account. Should the Customer require the company to identify and locate underground services, this can be done at an additional cost to the Customer.

### **4. Health and safety and visitors to the worksite**

The company is legally bound by the requirements of the 2015 Health and Safety at work Act and to ensure that the work is carried out in a safe manner at all times. The company will request that the client will ensure all other persons, children are informed of the proposed work activities and to ensure that they are kept clear of the work area. If they are not the work will cease until this condition is achieved

### **5. Unforeseen physical and soil conditions**

When carrying out of the work the company encounters physical conditions on the property which it considers could not reasonably have been foreseen by an experienced contractor when quoting for the work and which will in its opinion, substantially increase the cost of completing the work, the company shall consult with the customer as to the charging of an additional payment for such increased costs associated with the unforeseen physical conditions.

If after consultation the parties are not able to agree upon the additional payment, then both parties shall have the right to cancel this contract subject only to the company being paid for any part of the work completed.

The quotation for work is prepared on the basis that soil is free from rocks, stones, rubbish, concrete and abnormally hard conditions. An extra charge may be made if additional site work is required and/or work is delayed because of the foregoing.

#### **Dump fees**

Note; if soil is to be removed from the property then additional costs will apply, i.e. dump fees and transport.

## 6. Consents & Entry

It shall be the customer responsibility to obtain all necessary consents to enable the work to proceed (including any resource consents required under the Resource Management Act 1991) or local body permits. The Customer hereby irrevocably authorizes the company to enter the Customer's land and building for completing the work.

## 7. Limits of Liability

The company will not accept any responsibility or liability for delay or damage caused directly or indirectly by weather conditions, labor disputes, strike, lock out, tort, accident, fire, act of god, breach of this contract by the Customer under clauses 3 4, or 5 or any other event beyond the control of the company.

In any event the liability of the company shall be confined to damages not exceeding in total sum equivalent to the estimate/quoted price.

## 8. Additional Entitlements

The company shall be entitled to:

1. Decline to commence work until all conditions to be fulfilled by the customer prior to the commencement of work have been fulfilled.
2. Cancel this contract if the customer shall fail to promptly perform any of the customer's obligations under this contract.
3. Publish any photos or videos taken whilst on site. These files will not show addresses or private information and will be job related.

## 9 Lawns

The company will ensure your lawn has a premium finish and all our best efforts will be employed to ensure the lawn will have a good chance at growing. The company, however does not guarantee a strike. The company will not accept any responsibility or liability for poor strike rate or damage caused directly or indirectly by weather conditions or environmental factors such as soil temperature, wet or dry conditions, over watering, under watering, infestation (grass grub) or pedestrian damage.

## 10 Terms of Payment

Our terms and conditions of trade for payment as follows:

1. Either COD (cash on delivery), or
2. Payment in full no later than 7 days after the invoice date
3. Such payment will be made in full for goods or services supplied by the company to the Customer or any other monies owed under this Quotation/Estimate.
4. No retentions to be held.
5. All rates are quoted excluding GST.
6. The company reserves the right to:
  - Charge 2.5 percent interest rate per month on all outstanding monies
  - Where overdue accounts are referred to a debt collection agency or for legal opinion for the collection purposes, the client shall be responsible for the collection costs and or any associated legal fees incurred for these services.
  - To recover any reasonable costs for the investigation or time incurred by dingodigs for the recovery of any monies owned to it.
  - Ownership of or property in any goods/services purchased under these terms and conditions will not pass to the Customer until full payment has been received.
- 7 Further, the Customer authorises The company to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness; to disclose information about the Customer, whether collected by The company or obtained from any other source, to any other credit provider or any credit reporting agency for the purpose of providing or obtaining a credit reference, or for the purposes of notifying other credit providers of a default by the Customer.

### Agreement to proceed.

We have read and agree with the terms and conditions of Dingodigs Ltd and wish to proceed with the work as quoted or estimated and agreed upon.

Clients name and signature.....

Date / / C

Contact Ph number.....

Address.....

Please scan and email your signed acceptance for our services to proceed so we can plan for your work to commence.

DRAFT