

STUMPDOG TERMS & CONDITIONS OF CONTRACT

THE CONTRACTOR The contractor agrees to perform work in a competent and professional manner and in compliance with the spec contained in the job spec-quote and or price.

AMENDMENTS Amendments to the contract job spec-quote and or price, must be made in writing and agreed by both parties prior to work being carried out.

PAYMENTS All contracts are accepted on the basis of full payment on completion of work or within invoice term if agreed prior. Interest maybe charged on any amount owing after the due date at a rate of 3.0% per month. Any expenses, disbursements and legal costs incurred by STUMPDOG Ltd in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection fees.

COMPLAINTS Any complaints which may arise from work performed under any contract arising from acceptance of the job spec-quote and or price must be made within seven days of completion of contract.

PRIVATE COVENANTS and or **BOUNDRIES** Investigation of private covenants and or boundaries shall be the sole responsibility of the client and no liability shall be attached to the contractor for a breach of any such covenant or boundary. The client must obtain written permission from all owners prior to STUMPDOG Ltd commencing work.

UNDERGROUND SERVICES Unless the exact location of underground pipes, wires or cables has been supplied to us prior to the formation of the contract, the contractor shall be under no liability for any damage caused to them under the contract. The client shall be solely liable for any such damage and or repair costs.

HIDDEN OBSTRUCTIONS The job spec-quote and or price is based on the assumption that the stumps are free from metal, stone or other hidden obstructions. In the event of a stump being impossible to remove in the normal manner, the company reserves the right to re-quote accordingly.

ACCESS The owner-client accepts full responsibility for their driveways and paths and understands that to carry out work specified in the contract, it may be necessary to use heavy machinery that could damage driveways and paths. The contractor will exercise all care required however will not be liable for damage caused to driveways and paths.

INSURANCE COVER All work carried out by the contractor is covered by \$1,000,000 public liability insurance for damage to persons or property that may result in the implementation of the contract.

LIABILITY LIMITED The contractor's liability shall be limited to the maximum amount of the job spec-quote and or price of the contract.

WOOD, WOODCHIP AND STUMPGRINDINGS All wood and wood chips removed from site shall be deemed the property of STUMPDOG Ltd unless specifically agreed in the terms of the job spec-quote and or price. STUMP GRINDINGS are not removed from site.

EXPIRY 30 days after date of job spec-quote and or price, the contractor reserves the right to withdraw and re-price the contract.

CANCELLATION FEE STUMPDOG reserves the right to charge a cancellation fee of 25% of the contract if less than 12hrs notice of cancellation is given.

ARBITRATION Should any dispute arise to the interpretation of the contract, it shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments. Any decision of the arbitrator shall be final and binding upon the parties.