

TERMS OF TRADE

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Thank you for choosing Mountain Goat Land Clearing Limited (MGLC) to conduct work for you. Following is our Terms of Trade, to ensure smooth relations between MGLC and the client. These Terms of Trade are subject to change without prior notice.

DEFINITIONS: “CONTRACTOR” shall mean Mountain Goat Land Clearing Limited, its successors and assigns or any person acting on behalf of and with the authority of Mountain Goat Land Clearing Limited. “CLIENT” means the person/s or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and: if there is more than one Client, is a reference to each Client jointly and severally: and the Client is a part of a Trust, shall be bound in their capacity as a trustee; and includes the Client’s executors, administrators, successors and permitted assigns. “WORKS” means all Works or Services provided by the Contractor to the Client, at the Client’s request from time to time (where the context so permits the terms ‘WORKS’ or ‘SERVICES’ shall be interchangeable for the other). “QUOTE”, “ESTIMATE” & “PRICE” means the Price payable for the Works and may be liable to change depending on circumstances.

“SITE” means the address nominated by the Client at which the Works are to be undertaken by the Contractor.

1. **CONDUCT AND PROFESSIONALISM:** We will provide people and equipment that are fit and proper for the task at hand, and that all people coming to your property are competent, trustworthy, and pleasant to deal with. We will completely respect your privacy. We will only open gates required for machinery access to work areas. In such case, all gates will be immediately closed again after passing through. Upon arriving at the site, we will present ourselves to you and supply identification. If nobody is home, we will leave a business card at your door, or in your letter box, so you know we have visited. We don’t need you to be present while we work at your property, although, you’re engaging us to work for you is tacit approval for us to be on your property for the purpose of carrying out such work. Any access codes provided to us will be kept confidential.

2. **HAZARDS:** Where present, we will advise you of any hazards that may be created by our work and minimize these hazards as practicable. Please note: by the very nature of what we do, and the machinery we employ, we cannot guarantee that no hazards will arise from our work. We expect you will advise us of any hazard known to you that may impact on our ability to operate safely and efficiently – for example, debris hidden by long grass, access tracks undercut by water, etc. We reserve the right to refuse to engage in any work that we feel presents an unacceptable hazard to our operators, machinery, public safety or reputation of both parties. Such refusal will not remove your obligation to pay for the work completed before such withdrawal of services occurs. An example of this would be if the ground conditions became too slippery to continue safely.

3. **BILLING:** We will bill you for work done on the agreed charging rates discussed with you upfront. Occasionally unforeseen additional expenses associated with the job may arise and will be discussed with the Client as soon as possible. The Client will be liable for these costs; this also applies to any additional works and/or materials requested by the Client after original quotes / estimates have been accepted, including add on & additional extras not quoted / estimated on and asked for after the job has commenced. The Client acknowledges that any estimates as to the time frames for the commencement and completion of the work are approximate only. We will use all reasonable endeavors to ensure the work is commenced and completed within the time frame specified but shall not be liable for any delay or failure to do so. The person who engages us is the person responsible for paying us. In the case of an entity, we will not proceed with the work without a purchase order or another form of written confirmation. If you engage us to work on a property not owned by you, you undertake to ensure we are paid within our normal terms. All collection or late payment fees are payable by you, whether you own the property or not.

4. **PAYMENT TERMS:** Payment is required at time of invoice date (unless agreed upon in advance). We prefer payment by means of direct credit via Internet banking. When direct crediting via Internet banking, please reference your invoice number to ensure your payment is allocated correctly. If you do not pay us by the due date, at our absolute discretion you may be charged late payment penalties or interest on any unpaid amount at the rate of 5% per calendar month, (calculated daily), from the date payment was due until payment has been made. Legal proceedings may be undertaken to recover payment owing. None of these actions will reduce your obligation to make payment in full, and you will be liable for any costs we incur in securing payment from you, (debt collection costs are currently the greater of 25% of amount owing, or \$150 + GST).

5. **PERMITS & CONSENTS:** It is the responsibility of the person or company approving the work to commence that any permits or consents are obtained and adhered to along with notifying MGLC in writing of the requirements.
6. **PHOTOS:** We sometimes take before, during and after photos to use in our records to show the work that has been done, we also reserve the right to use these photos / video for advertising and references unless requested not to prior to starting work and noted on signed quote / estimate form. We will where possible or required remove or blur personal items like people and houses.
7. **PASTURE OR OTHER DAMAGE:** Surface damage from machine tracks can occasionally occur. While we take all practicable steps to avoid this, it can happen due to the nature of the machine and our work. Sometimes it is completely impossible to predict ground strength and/or saturation. Please be reassured we take all steps possible to prevent getting stuck (lost time is expensive for us and we hate damaging land). However, should pasture, ground surface, or any other damage occur due to our activities, we will not be liable for repair. Also, it can occasionally occur that hidden items, (like troughs or water pipes), can be damaged by our activities, or damage may occur from mower discharge. While we will take all practicable steps to avoid such incidents, we cannot be held liable for any losses or damage. We will take immediate action to minimize flow-on effects where possible, such as securing a cut water pipe, or promptly advising you of the issue. This is a rare occurrence but can happen, especially when mulching or mowing long grass or vegetation.
8. **DAMAGE TO OUR EQUIPMENT:** We normally “carry” the cost of damage to our equipment, (such as broken insert etc). If, however, such damage is caused we reserve the right to charge for said damage and lost time. We reserve the right to suspend operations should excessive damage occur to our equipment from hazards that become apparent during operations - (rocks, solid debris, steel, concrete are some examples). This will not abrogate your responsibility to pay us for the work or time completed up to that point and any lost time including costs associated with travel and accommodation.
9. **QUOTING / ESTIMATES & WORK COMPLETED:** All quotes are based as an Estimate due to the nature of the work and when we quote work, we look at the terrain, vegetation, location and multiple other things that impact the time it will take and end result. This is then all taken into consideration to generate the quote / estimate price. As overgrown vegetation can hide unknown obstacles, hazards and ground condition sometimes we may not be able to clear all areas and will be notified at the time. In the event not all vegetation gets cleared we will make a judgment call on if this will affect the final pricing depending on factors like percentage of work done and costs involved. When we Estimate or quote work this pricing is based on information available at the time and can change depending on factors found once starting work. Example would be if the ground conditions become more involved and slow work down.
10. **CANCELLATION:** We reserve the right to charge a cancellation fee if work is canceled without 1 week's notice. Also, any costs incurred, i.e. booked travel and accommodation.
11. **INSURANCE:** We carry a comprehensive Public Liability.
12. **MACHINERY:** We reserve the right to utilize what machinery of ours we feel most suited for the job unless specially discussed and agreed on what equipment would be used.