

GENERAL CONDITIONS OF CONTRACT

Water in adequate quantity within 80 metres of job site must be supplied free to us.
The line of cut and/or position of holes must be set out accurately and clearly marked by you prior to commencement of the work.

Position of all service pipes, lines and conduits must be accurately indicated prior to commencement of work.

Our representative shall, in his sole discretion, determine if the employment of an additional operator is required or if the use of an internal combustion engine in poorly ventilated areas requires extra air circulating machining then the same shall be paid for as an extra to the Contract.

Times quoted for starting or finishing are approximate only.

Any work done in addition to that above described shall be deemed to have been ordered on your behalf and shall be paid for at the agreed price or in the absence of agreement then in accordance with our Schedule of Conditions and Prices.

All conversations, representations, and statements not embodied in this quotation are expressly excluded and shall not be deemed to be part of any contract arising therefrom or to have induced any order placed by you.

This quotation is based on the assumption that the site will be free of materials, tools and tackle and that there will be no obstacles to the proper and continued performance of the work during normal working hours.

Your representative shall be in attendance at the completion of the work when the same shall be measured up and in the absence of your representative for this purpose, our measurements shall be accepted as conclusive evidence of the work carried out.

It is hereby agreed that all variations or extras to the work shall be charge for at the rates and prices quoted upon and in the absence of agreement then at our Schedule of Conditions and Prices current at the date of carrying out such work and that our Schedule of Conditions and Prices shall be binding upon you as if the same had been repeated herein and shall be read as part of this quotation in the absence of an agreement.

We shall not be liable for any damage caused howsoever to any person, building, structure or service, fitting, fixture, goods or chattels nor shall we be liable for any damage caused by failure or delay due to strikes, lock-outs, accidents, labour shortage, fire, flood or other casualty or shortages or failure of fuel, power, break-down of equipment or events of an unusual nature which may cause any interruption to the work and in no event shall we be liable for consequential damages for claims resulting from or arising out of the carrying out of the works.

Customer is responsible for control and removal of waste water during or on completion of work.

Payment is to be made to VICSAWING at the completion of the works unless an account application form has been completed by the customer and approved by VICSAWING prior to the works being carried out.

TERMS & CONDITIONS OF TRADING

These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the customer (whether on the customer's order for or otherwise). No goods or services will be supplied by the service provider on any terms and conditions other than those set out herein and by making a booking the customer shall be deemed to agree to these terms and conditions. For the purpose of these terms and conditions the service provider shall mean and include the party to whom the services are provided & or carried out and or in whose name an account is maintained by the company.

If payment is made by the customer by the way of cheque, the debt will not be considered as paid until that cheque has been honored.

The customer will be deemed to have accepted the goods or services provided as being in accordance with its order unless it notifies the service provider in writing of its claim with 7 days of receipt of the goods or services provided.

No claims for faulty workmanship will be excepted by the company unless the customer notifies the company in writing within 7 days of the work being carried out.

All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods or service supplied by the service provider as to quality, fitness for purpose or any other matter and hereby excluded except insofar as any such warranties are incapable of exclusion at law.

Should payment remain outstanding beyond the service providers terms it is agreed that the service provider shall have the right to seek collection of these outstanding amounts by taking legal action for recovery of this debt which the customer will be responsible for, and to re-imburse for all costs and commission relating to this debt and legal costs if needed to be enforced to resolve the outstanding debt.

The customer agrees to notify the service provider in writing of any change of ownership of the customer within 7 days from the date of such a change and indemnifies the company against any loss or damage incurred by it as a result of the customer's failure to notify the company of any change.

Cancellation of jobs will only be accepted 24 hours prior to the booking date. Jobs cancelled at shorter notice may incur a minimum charge at the supplier's discretion. Jobs cancelled once the service providers operator has arrived on site, will incur a minimum charge.