

Summer Retic Terms and Conditions

1. INSURANCE

Summer Retic is covered by full Public Liability. Upon request, we will happily provide a copy of any Certificate of Currency on quote acceptance.

2. SAFETY

Whilst Summer Retic is fully insured, you (the client) are expected to adhere to the guidelines we follow to maintain safe workplace practices. All onlookers within the vicinity of the works being performed must remain at a safe distance from the worksite at all times. Additional charges may apply in the event that work is required to stop if someone enters the worksite or for any reason beyond our control.

3. QUOTATIONS

Quotations are valid for 30 days from the date shown on the quotation unless otherwise stated by the director. You (the client) understand that alterations made to this quotation may require a new quotation, unless otherwise stated by the Director of Summer Retic. Alterations to a quotation will only be considered up to the time of quote acceptance. No changes can be made to this quotation once it has been accepted. Additional charges any apply to items/tasks carried out and not itemised on this quotation, as we generally quote for time required onsite.

- Accepted quotes over \$1,000 will require a 20% Deposit before works can commence or Materials purchased.
- Accepted quotes will be scheduled as soon as possible with other jobs in similar area to minimise travel expenses. Each accepted quote will be placed in a queue and we will contact you only when we can schedule your job (allocate a specific date and approximate time for works to occur). Scheduling generally occurs the week before the work is scheduled for.
- In the event of factors out of our control (such as cancellations etc) we may schedule your job on the same day. We always endeavour to provide as much notice as possible.
- We always endeavour to accommodate specific date or time requests however this is not always possible. A priority service is available at the additional cost of mobilisation. This service will prioritise your job and ensure job completion by the requested date and/or time.
- Accepted quotations can be cancelled at any time without charge up to the time they are scheduled by notifying Summer Retic. If an accepted quote has been scheduled, then cancelled by you, charges may apply.

4. ACCESS AND PERMISSION

It is your (the client) responsibility to gain permission for access into council park etc in order to assist in any irrigation work stated on the quotation (this includes obtaining access keys for park gates etc). It is your responsibility to

inform all neighbours etc of the nature of work to be carried out as stated on the quotation

5. LIABILITY

- The client accepts that Summer Retic or their employees will not be held responsible for any damage to/resulting from items, services or hazards that are not removed or made obvious to Summer Retic at time of quote acceptance. These items, services or hazards include but are not limited to:
 - Utility lines and cables
 - Sewerage
 - Reticulation
 - Lighting
 - Brittle Surfaces
 - Roads
 - Driveways
 - Pathways
 - Curbing
 - Paving
 - Crossovers
 - Soak wells
 - Pets
- The above items or services may be damaged / affected by our machinery or duties performed relating to the completion of works. It is the responsibility of the Client to remove such items or hazards or call "Dial before you Dig" to locate such services before work commences by Summer Retic.

When completing our duties, we are not responsible for (or limited to) paving, concreting, walkways, driveways, fences, garden edging etc that may be affected due to the nature of our works. This includes damage caused to surfaces by our machinery including (but not limited to) scuff marks, drag marks, or friction marks. All care is taken however the severity of any marks is dependent on the type of surface and species of vegetation.

8. CLAIMS

If you (the client) have any claim for damage against Summer Retic, we must be notified within 48 hours from completion of the job to ensure responsibility is accepted Summer Retic for claims that are warrantable.

9. PAYMENT

All payment arrangements will be discussed at the time of scheduling job by Summer Retic. If you (the client) is unable to be on the job site when the work is completed, payment will fall due upon the receipt of an invoice (strictly net 7 days). Monthly account keeping fees will occur on all overdue accounts.

10. DISCLAIMERS

- Any alterations to these terms and conditions can only be provided in writing by an authorised employee of Summer Retic.
- You (the client) warrant that you have relied on your own inquiries and have not entered into this contract in reliance on or as a result of any representation, promise, statement, conduct or inducement other than those contained in this Contract.
- You agree to indemnify Summer Retic for any claim, loss, damage or other outlay whether arising directly or indirectly from any service arranged or performed by Summer Retic as a result of any breach by you of the terms, conditions or warranties in this Contract.
- Quotations for services are made on an immediate acceptance basis and are subject to withdrawal on revision without notice at Summer Retic discretion and all quotes are provided without warranties of any kind, whether expressed or implied, relating to the correctness, accuracy, timeliness, completeness or reliability.
- Where Summer Retic is unable to carry out any service or obligation under this contract due to any circumstance, matter or thing its reasonable control ("force majeure") Summer Retic shall be excused from such obligations however Summer Retic shall use all possible diligence and reasonable endeavours to remove the force majeure.
- Summer Retic will not be liable for any indirect, incidental, special or consequential damages or loss which result from your use of services or from any act or omission by Summer Retic.
- To the fullest extent permitted by law, Summer Retic's liability for breach of any implied warranty or condition is limited at the option of Summer Retic to the supply of the services again, or the payment of the cost of having the services supplied again.

ADDITIONAL INFORMATION FOR ALL PROPERTY MANAGEMENT AND CORPORATE CLIENTS

- Quote acceptances must be on Company letterhead or email signature.
- Summer Retic will not supply a quotation to the tenant or site contact nor will we include their work requests unless we have received written confirmation for the Property Manager or Company representative.
- Summer Retic will always be responsible to notify the tenant or site contact to carry out the works once quote is accepted
- Please consider providing a mud map or marking the area that you require us to quote on. To assist with quoting if:
 - It is a large property.
 - No one will be available to meet with us onsite.