

5 Brett Avenue

Browns Plains 4118

Mobile #: 0416215509

Fax #: 07 34022484

Website: pbearthworks.com

E-mail: pbearthworks@optusnet.com.au

ABN: 95 105 805 411

TERMS OF HIRE

THIS AGREEMENT IS MADE AND IS EFFECTIVE AS OF THE / / 20

BETWEEN: **PB EARTHWORKS** (The Service provider), a corporation organized and existing under the laws of the state of Queensland, with its head office located at:
5 Brett Avenue Browns Plains 4118, QLD

AND: (The customer),
Print name: DRIVERS LICENCE # _ _ _ _ _
an individual with his/her main address **NO Po Box** located at:

Address NO Po Box : Post Code: _ _ _ _

OR: Company Name:

ABN/ACN: _ _ _ _ _

Organized and existing under the laws of the State of Queensland, with its head office located at:

Address NO Po Box: Post Code: _ _ _ _

Primary contact details (phone):

Secondary contact details (mobile):

E-mail:

IT IS AGREED AS FOLLOWS:

I the Buyer/Customer hereby supply my CREDIT CARD details as security for payment on invoices/monthly statements issued by service provider "PB EARTHWORKS".

I acknowledge and authorize "PB EARTHWORKS" to debit my CREDIT CARD for payment of delinquent invoices/monthly statements.

I acknowledge the transactions will incur a 1.0% sure charge.

Should any credit card transaction be declined or not be able to be processed, delinquent account charges will be applied to owing invoices/ statements.

PB Earthworks will report any false or misleading information to the appropriate authorities, and will be deemed as a criminal offense. Offenders will be prosecuted.

If a credit card is not available, a legally binding PURCHASE ORDER must be submitted to PB EARTHWORKS prior to any commencements of works.

The Buyer/Customer agrees with service provider "PB EARTHWORKS" to pay for all purchases/services upon invoice or monthly statement. Charges billed, but not paid by the DUE DATE (7) seven days after invoice date, these purchases/services will be considered delinquent and subject to finance charges.

The finance charges for delinquent accounts are computed seven days (7) after invoice date.
The delinquent invoice/s will be calculated by a compounding percentage rate of 0.5% every day until unpaid balances have been paid.

Current credits are payments or credits received by the 7th day of the invoice date.

The Customer/Buyer agrees to pay all collection expenses, including attorney's fees and court costs, if it is necessary to collect through legal action.

If and when legal action is to be taken, the delinquent account holder will be adversely affecting their consumer credit rating.

Customer assumes full responsibility for all materials purchased or disposed off, from/by PB EARTHWORKS.

Customer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly.

Customer agrees to notify PB EARTHWORKS within (7) seven days in writing of receipt of invoice/statement of any in billing. Failure to so notify PB EARTHWORKS signifies total acceptance and responsibility for prompt payment of account in full.

If materials are ordered to be delivered to a job site, the customer assumes liability for the materials at the time of delivery whether or not customer's representative is on hand to acknowledge receipt of delivery. Customer agrees to pay for all deliveries to job site.

Customer agrees that no refund will be granted for any deliveries to job site.

PB EARTHWORKS reserves the right to send out "NOTICE TO CUSTOMER" and file liens on past due accounts and use any legal means available to force collection if necessary.

Customer will take full responsibility and liability, for damages to any under ground services, it is up to customer to have services located prior to any excavations.

PB EARTHWORKS or the operators will take **NO** responsibility to costs or repairs to **ANY** damage to ground or any other structure I.e. Lawn, Paving, Concrete, Trees, Shrubs, Walls, Posts etc. From the maneuvering of the machinery.

The operators will do everything possible to minimize damage whilst hired.

PB EARTHWORKS or it's operators will under take an visual pre works check of property for damage before works are started.

PB EARTHWORKS will how ever repair negligent damage coursed by its operators that have occurred whilst hired after visual check at no cost to customer.

PB EARTHWORKS or the operator will take no responsibility for damages caused from flying debris whilst hired for stump grinding.

The clean up of debris is customer's responsibility, unless clean up is accepted and quoted by the operator.

(In the event of fire ant areas) Customer/Owner of the property will inform Department of Primary Industries of any sighting of fire ants immediately. It is customers responsibility to obtain a site inspection before works are to be started. **(DPI Customer service is free of charge Phone 132523)**

All or any quotations that are produced or processed may change if any problems or change of work conditions arise (Change of ground formation, Rock, Sandstone, Clay) or (weather conditions) which will increase the work load and work time to complete the job. Material price increases are also out of our control. PB EARTHWORKS reserves the right and has the authority hereby to change any quotations or contracts made with the customer or owner of the property regarding the job at hand, by written notification.

PB EARTHWORKS takes no responsibility and will not be accountable for soil washout of any kind, PB EARTHWORKS will **NOT** be accountable for any subsidence or movement of soil after work has been completed. Any fees or fines that may arise are property owners responsibility and will be Payable by the owner of the property.

All quotations by PB EARTHWORKS or the operators are estimative only. Due to uncontrollable and unforeseen work loads and materials costs. PB EARTHWORKS has the right to charge extra for that task or job to be completed.

Any work that is additional to any quotation will be charged at the applicable hourly rate, in addition to the quotation.

Customer hereby verifies and accepts this contract.

Customers authorized signature:

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CREDIT CARD PAYMENT AUTHORIZATION FORM

Instructions: To pay by credit card, please complete both sections below.

CREDIT CARD HOLDER INFORMATION

Please circle credit card type:

Visa

Master Card

Credit card number: _ _ _ _ _

Expiration date: _ _ / _ _

Security numbers on back of card: _ _ _

Exact name as it appears on the credit card: _____

Primary phone number: _____ Secondary phone number: _____

Cardholder Signature: _____ Date: _____

Licensee/Driver information

Name as it appears on Driver's License: _____

Licensee's Drivers License number: _____ Date of birth: _____

Address of Licensee: _____ Postcode: _ _ _ _

Gender (circle one): Male Female

This payment Authorization is for services rendered by PB Earthworks

Please send this credit/debit card payment form and any other documents to: PB EARTHWORKS
5 Brett Avenue Browns Plains, QLD 4118
Or
E-mail to: pbearthworks@optusnet.com.au

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