

TERMS OF TRADE

TERMS AND CONDITIONS



1. Definitions:	<p>'The Company' shall mean N & D Parkinson Horticultural Contracting Limited trading as NDP Fencing & Earthworks</p> <p>'The Customer' shall mean any person, company, trust, partnership, organisation, sole trader who engages the Company in works</p>
2. Payment	All accounts are payable in full as stipulated on the invoice.
3. Disputed Accounts	If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of trade as provided in paragraph 2 hereof. Payment of the disputed portion may be withheld provided the matter is brought to the Company's attention within six (6) days from the date of the invoice. The Company undertakes to address the dispute promptly upon receipt of such advice.
4. Default and consequence of default	Interest on overdue invoices shall accrue daily from the date of when payment becomes due, until the date of payment, at a rate of 2.5% per calendar month (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes the Company any money the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Company's collection agency costs, and bank dishonour fees).
5. Interest	Failure to pay any account by the due date shall be a breach of trading terms and the Company may in respect of such account without prejudice to other rights or remedies charge penalty interest at the rate of 2% per month until full payment is made whether before or after any judgement is entered.
6. Third Party Costs	The Customer shall pay or reimburse the Company all costs and/or expenses incurred by The Company in instructing a Solicitor and / or Debt Collection Agency to recovery any amount overdue for payment and such costs and expenses shall bear interest plus GST.
7. Retention of Title:	The ownership and property of the goods delivered remains with the Company until full payment has been received and if payment is not made by the due date, the Company shall, without prejudice to any other remedies, be entitled to retake

	possession of the goods and hold them until payment has been received, or to resell the goods.
8. Limitation of Liability:	<p>The Company will not be liable for:</p> <ul style="list-style-type: none"> - Loss caused by any factor beyond the control of the Company; - Deterioration of goods as a result of exposure to the elements, after delivery and installation. - Loss consequential to any of the above.
9. Privacy Act 1993:	<p>The Customer authorises the Company or the Company's agent to:</p> <ul style="list-style-type: none"> - Access, collect, retain and use any information about the Customer. <ul style="list-style-type: none"> i) Including any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's creditworthiness; or ii) For the purpose of marketing products and services to the Customer; - Disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer. - Where the Customer is an individual the authorities under clause 9 are authorities or consents for the purpose of the Privacy Act 1993. - The Customer shall have the right to request the Company for a copy of the information about the Customer retained by the Company and the right to request the Company to correct any incorrect information about the Customer held by the Company.
10. Personal Guarantee	The Customer personally guarantees payment of any overdue balance, on N & D Parkinson Horticultural Contracting Limited's request.