



# PEARCE PLANT



## Terms and conditions

117 West Eumundi Road  
EUMUNDI QLD 4562

Email: [Benson@pearceplant.com.au](mailto:Benson@pearceplant.com.au)

Email: [office@pearceplant.com.au](mailto:office@pearceplant.com.au)

- Pearce Plant reserves the right to change the Price in the event of a variation to Pearce Plant quotation. Any variation from the plan of scheduled Works or specifications (including, but not limited to, any variation as a result of additional work required due to hidden or unidentifiable difficulties such as hard rock barriers below the surface, soft holes or inclement weather) will be charged for on the basis of Pearce Plant quotation and will be shown as variations on the invoice.
- Payment shall be due on completion of the Works; or
- Payment for approved Clients shall be due seven (7) days after date of invoice.
- Pearce Plant shall not be liable for any loss or damage whatsoever due to failure by Pearce Plant to perform the Works (or any part of them) promptly or at all, where due to circumstances beyond the control of Pearce Plant.
- The Client shall ensure that Pearce Plant has clear and free access to the site at all times to enable them to undertake the Works. Pearce Plant shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Pearce Plant.
- Prior to Pearce Plant commencing the Works the Client must advise Pearce Plant of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- Whilst Pearce Plant will take all care to avoid damage to any underground services the Client agrees to indemnify Pearce Plant in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located.
- If customer cancels work within 24 hours of the start date, upon arrival or once material or plant has been transported to site. Pearce Plant will Invoice for 3 hours hire on each machine, plus quoted float/travel and all materials delivered. Please note that this is not weather dependant and will only become effective if customer cancels.
- Any variation required to the materials as set out in the quote will result to the price.
- All variations and price changed will be discussed prior to continuation of works.



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To proceed with discussed job please fill out section below and send to [Office@pearceplant.com.au](mailto:Office@pearceplant.com.au)

I \_\_\_\_\_

Have read, understood, and agree to the Pearce Plant Pty Ltd terms and conditions and wish to proceed with the above job and the discussed rate above.

\_\_\_\_\_  
Signature of Hirer/landowner

\_\_\_\_\_  
Signature of Owner or Owner Representative

Benson Pearce

\_\_\_\_\_  
Name of Hirer/landowner

\_\_\_\_\_  
Name of Owner or Owner Representative

Rail Civil  
Earthmoving