

Terms and Conditions

Terms & Conditions MUST be accepted by ticking the box on the Contact Us page.

Terms and conditions and Trade Supplier : CHB Tank Cleaners Ltd

- Price and Payment:**

At the suppliers sole discretion shall be either:

 - As indicated on the invoice provides by CHB Tank Cleaners Ltd to the customer. The supplier reserves the right to change the price: if a variation to the services which supplied is requested.
 - Where additional services are required due to hidden or unidentifiable difficulties (including but not limited to issues beyond the supplier control)
 - Any damages beyond the suppliers control that may occur while completing the customer job may be added to the customers invoice.
 - At the Suppliers sole discretion, a non refundable deposit may be required prior to beginning the customers job.
- Time for payment of goods and services:**

The price will be payable by the customer in the dates determined by the supplier, which may be:

 - On the completion of the Goods and Service
 - For certain approved Customers, due 20th of the month following date on invoice sent.
 - The date specified on invoice provided or failing any notice to the contrary, the date which is (7) days following the date any invoice provided by supplier.
 - The Customer shall not be entitled to deduct from the Price, the customer must pay the full amount shown including GST.
- Provision of Services**
 - The supplier responsibility is to ensure that the services start as communicated, or as soon as reasonable possible.
 - The customer must have the site ready and accessible for services to safely commence.
 - The customer will notify the Supplier of any obstacles that may prevent the services to be completed safely or without damage occurring.
- Risk**
 - Risk of damage or loss passes to the customer on commencement of service provided.
 - If any equipment is damaged or destroyed (either Suppliers or Customers), the Supplier is entitled to receive insurance proceeds payable for the damage.
 - The Supplier (or its employees) shall take all reasonable care and skill when undertaking the services.
 - The supplier shall be entitled to rely on the accuracy of communication provided by the customer.
 - The Supplier will advise the Customer of faults and issues that may arise during services. It is the customers responsibility to make sure the customers equipment is insured against all possible damage to the Customers premises.
- Access**

The Customer shall ensure that the Supplier has clear and free access to provide services. The Supplier shall not be liable for any loss or damage to the Customers premises (including) without limitation, damage to pathways, driveways and concreted or paved (or grassed areas).

- Default of Payment and Consequences of Default**

Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

 - If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank

dishonour fees). b. Further to any other rights or remedies the Supplier may have under this Contract, if a Customer has made payment to the Supplier, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract. c. Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer has exceeded any applicable credit limit provided by the Supplier; (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer. 7. Trusts If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Customer covenants with the Supplier as follows: (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund; (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; (c) the Customer will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Customer as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.