



STUMP MASTERS
Specialist Stump Removal

Positano Ltd, Unit 14B Setters Farm, Mount Pleasant Lane, Lymington, SO41 8LS

Freephone: 0800 853 853

TEL: 01590 688 257

ACCOUNT TERMS & CONDITIONS

*****Payment to be received no later than 30 days
from the date of the invoice by cheque, credit/debit card or money transfer*****

1. General

Notwithstanding anything to the contrary these Terms and Conditions contain the only terms upon which Positano Limited t/a Dial-a-Digger will provide Goods/Services via a 30 day credit account and shall not be varied unless expressly agreed in writing, signed by a Director of Positano Limited t/a Dial-a-Digger.

These terms and conditions should be read in conjunction with the general terms and conditions displayed on the website <http://www.dialadigger.co.uk/>.

All accounts are subject to status and will only be granted to registered businesses.

By applying for an account you authorise us to complete the necessary credit reference checks. We do not supply to addresses outside of the UK other than by specific agreement.

Credit agreements are granted by the company to meet the requirements and convenience of customers, but only on the following conditions:

- a) The maximum accounts of credit granted in any month may be varied or suspended at any time.
- b) The accounts may be used for hire and service of equipment and parts transactions. New equipment must be paid for as per each individual negotiation.
- c) Monthly statements of accounts are rendered according to our accounting months which ends on the last working day of each month.
- d) All invoices are payable strictly 30 days Nett from date of invoice.
- e) All hires subject to the HAE conditions of hire, copied available from Head Office on request.

2. Cancellation

The customer may cancel their credit account at any time by writing to our Customer Service team. Individual orders may be cancelled prior to dispatch by telephoning or emailing our customer service team. We reserve the right to cancel any credit account without notice.

3. Terms of Payment

The Customer shall pay within 30 days of the date of the invoice. Cheques should be made payable to '**Positano Ltd**'.



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Money transfers should be sent to:

Royal Bank of Scotland

Sort: 16-31-28

Acc#: 10099846

Reference: Use invoice number

Any claims arising from invoices must be made within 7 working days.

Positano Limited t/a Dial-a-Digger understand and will exercise their statutory right to interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed credit terms.

Positano Limited t/a Dial-a-Digger reserve the right to charge interest on a daily basis on outstanding sums at the rate of 8% above The Bank of England's base rate. Payments can be made by BACS, credit/debit card or by cheque. If a customer's account exceeds the credit limit or has outstanding payments against it then no further orders will be dispatched/services rendered until the account is returned to credit.

4. Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with English Law, and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

These terms and conditions, together with the current Dial-A-Digger website terms and conditions of purchase, prices, delivery details and Dial-A-Digger contact details, set out the whole of our agreement relating to the supply of the goods to you by Dial-A-Digger. These terms and conditions cannot be varied except in writing signed by a director of Positano Ltd t/a Dial-A-Digger. In particular, nothing said by any sales person on behalf of Dial-A-Digger should be understood as a variation of these terms and conditions or as an authorised Dial-A-Digger representation about the nature or quality of any goods/services offered for sale by Dial-A-Digger. Dial-A-Digger shall have no liability for any such representation being untrue or misleading.

5. Insurance

- a) We have found very few customers to be covered by "hired in" plant insurance, which is a separate policy to normal Contractors Policies.
- b) Some of our customers has also found out to their cost that they are not covered for clause 8.3 of HAE conditions (continuing hire charges until replacement or reimbursement by the customer of the Insurance Company).
- c) Inadequate single item loss cover i.e. suggested single item cover of £60,000, failure to cover our equipment could result in civil action being taken to recover all the cost of our losses.