

Heathmont

388 Canterbury Road
Heathmont, 3135
p. 9738 2411
f. 9738 2511

Ferntree Gully

20 Brenock Park Drive
Ferntree Gully, 3156
p. 9756 0444
f. 9756 0422



Date.....

Invoice Ref:.....

I have been advised by Demak Timber P/L driver that the site at which I require timber to be delivered may be unsafe. Consistent with Clause 3.5 of Demak's Terms and Conditions of Trade (reproduced below), I have also been cautioned that the vehicle may become bogged, may cause damage, and/or be unable to exit the site.

I agree, that should I insist upon the driver entering the site, I shall become liable for all costs incurred (ie: tow truck, heavy haulage) to remove the Demak Timber P/L vehicle from that site. I shall also be responsible for costs relating to down time of truck and driver, and damage to vehicle and/or property including crossovers, footpaths and driveways.

3.5. The Goods shall be at the risk of the Customer upon delivery to the Customer and the Supplier's responsibility for delivery will cease at the kerbside of the delivery address. Should it be necessary for the Supplier's vehicle to cross the footpath or enter upon private property in the course of effecting delivery of the goods, it is the Customer's responsibility to provide safe and adequate access and the Customer will be liable for any damage to public or private property which may result and must, at its cost, insure the same in the name of the Supplier against such risks as a prudent owner of goods would insure and for their full insurable value. The Customer must indemnify and hold the Supplier harmless from, against or in respect of any claims for loss, damage or injury to person or property arising from the Supplier being required to cross any footpath, nature strip or enter into or upon any private property in undertaking delivery of the Goods.

I have read this document and understand its significance.

SIGNED.....

NAME.....

SITE ADDRESS.....

PHONE NO.....