

Riparian Management – Plant Order Contract Form 2019
Address Private Bag 713, Stratford Fax 06 765 5097 Phone 06 765 7127

Name & location address _____ Phone No: _____

Billing name & address _____ Phone No: _____

Send plant pick-up instructions to: Location Address Billing Address

Contractor's name _____

Plan No: _____ Date order received _____

Pick-up location: Lepperton Stratford Hawera Opunake Pungarehu LM Officer: Sophie Arnoux



| C* | M* | U* | Botanical Name | Common Name(s) | Planting Zone | Estimated \$ (gst exc.)* | Av height in 5-10 years and maximum (m) | 2019 order | 2020 order |
|----|----|----|------------------------------|--------------------------|---------------|--------------------------|---|------------|------------|
| ✓ | ✓ | ✓ | Austroderia fulvida | Toetoe | C | 2.86 | 2 2 | | |
| | | | Austroderia toetoe | Toetoe | C | 2.88 | 3 3 | | |
| ✓ | ✓ | ✓ | Carex secta | Purei | C | 2.74 | 1-1.5 1-1.5 | | |
| ✓ | ✓ | ✓ | Carex virgata | | C | 2.74 | 1 1 | | |
| ✓ | ✓ | ✓ | Machaerina articulata | Jointed twig rush | C | 3.38 | 1 1.2 | | |
| ✓ | ✓ | ✓ | Phormium cookianum | Mountain flax | C | 2.97 | 1.5 1 | | |
| ✓ | ✓ | ✓ | Phormium tenax | Flax/harakeke | C | 2.96 | 2 2 | | |
| | ✓ | ✓ | Aristotelia serrata | Wineberry | B | 3.53 | 5 10 | | |
| | ✓ | ✓ | Carpodetus serratus | Putaputaweta | B | 3.80 | 5 10 | | |
| ✓ | | | Coprosma repens | Taupata | B | 3.35 | 3 10 | | |
| | ✓ | ✓ | Coprosma robusta | Karamu | B | 3.17 | 3 6 | | |
| ✓ | ✓ | ✓ | Cordyline australis | Cabbage tree | B | 3.19 | 6 20 | | |
| ✓ | ✓ | ✓ | Corokia species | Corokia | B | 3.96 | 2 4 | | |
| ✓ | | | Corynocarpus laevigatus | Karaka | B | 4.27 | 8 15 | | |
| | ✓ | ✓ | Dacrycarpus dacrydioides | Kahikatea | B | 3.86 | 7 60 | | |
| | ✓ | ✓ | Dacrydium cupressinum | Rimu | B | 5.23 | 6 60 | | |
| ✓ | ✓ | | Dodonaea viscosa | Akeake | B | 3.41 | 7 7 | | |
| | ✓ | ✓ | Fuchsia excorticata | NZ fuchsia | B | 3.79 | 5 14 | | |
| ✓ | ✓ | ✓ | Griselinia littoralis | Broadleaf | B | 3.62 | 3 15 | | |
| | ✓ | ✓ | Hebe stricta | Koromiko | B | 3.25 | 2 2 | | |
| | ✓ | ✓ | Hoheria angustifolia | Narrow leaved lacebark | B | 3.59 | 5 10 | | |
| | ✓ | ✓ | Hoheria sexstylosa | Lacebark | B | 3.59 | 5 6 | | |
| | ✓ | ✓ | Kunzea ericoides | Kanuka | B | 3.40 | 3 15 | | |
| ✓ | ✓ | ✓ | Leptospermum scoparium | Manuka | B | 3.21 | 2 10 | | |
| ✓ | ✓ | ✓ | Meliccytus ramiflorus | Whiteywood | B | 3.46 | 5 10 | | |
| ✓ | | | Metrosideros excelsa | Pohutukawa | B | 3.58 | 3 20 | | |
| | ✓ | ✓ | Myrsine australis | Mapau | B | 4.40 | 3 6 | | |
| ✓ | ✓ | | Olearia lineata var.dartonii | Twiggy tree daisy | B | 3.33 | 2 3 | | |
| ✓ | ✓ | | Olearia paniculata | Akiraho | B | 3.67 | 3 6 | | |
| ✓ | ✓ | | Olearia solandri | Coastal tree daisy | B | 3.72 | 3 4 | | |
| ✓ | ✓ | | Olearia traversii | Chatham Island Akeake | B | 3.70 | 3 10 | | |
| ✓ | ✓ | | Pittosporum crassifolium | Karo | B | 3.50 | 3 9 | | |
| | ✓ | ✓ | Pittosporum eugenioides | Lemonwood | B | 3.36 | 5 12 | | |
| | ✓ | ✓ | Pittosporum tenuifolium | Kohuhu | B | 3.38 | 5 9 | | |
| | ✓ | ✓ | Plagianthus regius | Ribbonwood | B | 3.59 | 5 15 | | |
| | ✓ | ✓ | Podocarpus totara | Totara | B | 4.08 | 6 30 | | |
| | ✓ | ✓ | Pseudopanax arboreus | Five finger | B | 3.91 | 3 8 | | |
| | ✓ | ✓ | Pseudopanax crassifolius | Lancewood | B | 4.65 | 4 15 | | |
| | ✓ | ✓ | Pseudopanax laetus | Broad-leaved five finger | B | 4.35 | 3 5 | | |
| | ✓ | ✓ | Sophora microphylla | Kowhai | B | 3.63 | 5 10 | | |
| | | | Total | | | | | | |

* Suitable Climatic Zones C = Coastal M = Mid U = Upper + Prices dependent on plant availability # prices dependent on tender

I _____ (Landholder's name) agree to purchase the plants ordered on this Form for the current year and have read, understood and accepted the Terms and Conditions of this contract overleaf. I also understand that, in the case of Council's inability to supply certain varieties and/or quantities of the plants ordered, an alternative will be supplied with the consent of the Customer (Landowner or their nominated Contractor), which will be recorded on the Delivery Advice.

Landholder's Signature: _____ Date: _____

TARANAKI REGIONAL COUNCIL (the "Council") – RIPARIAN PLANT ORDER FORM TERMS AND CONDITIONS

1.0 PRICE

1.1 The price for the Plants are the prices set out in the Plant Order Contract form (the "Order form"). The prices are exclusive of GST. This price represents the maximum price that the Customer will pay for the Plants. If the actual price of the Plants is less than the price indicated in the Order form, the Council will account for these reductions on production of its invoice to the Customer.

2.0 PAYMENT

2.1 The Council will send the relevant invoice to the Customer.

2.2 The invoice must be paid to the Council's nominated bank account or any such other means of payment as indicated on the invoice on or before one (1) month following the date of the invoice.

The Customer shall not be entitled to set-off against, or deduct from the price, any sums owed or claimed to be owed to the Customer by the Council, nor to withhold payment of any invoice because part of that invoice is in dispute.

2.3 If the Customer fails to make payment to the Council in accordance with the payment instructions on the invoice within the due date for payment, the Council may charge interest on the unpaid sum noted in the invoice at a rate of 12% per annum for the period between the due date for payment and the date of actual payment. If payment of the invoice (and any interest amounts) remains unpaid, the Council may in its discretion and on reasonable notice exercise one or more of the following: suspend or cancel any delivery of Plants; re-take possession of the Plants where possible; bring any proceeding or claim against the Customer for any unpaid amounts (including costs of and incidental to enforcement and collection of debt).

3.0 COLLECTION

3.1 The Customer, or their nominated Contractor, shall pick-up and collect the Plants from a nominated location at any time during the Collection Period. The Collection Period shall be a period of one (1) calendar week of each year as nominated by the Council (acting in their sole discretion). The collection of the Leftover Plants is only available from the Lepperton pick-up location and for a shorter Collection Period (as advised by the Council).

3.2 Notwithstanding that the Customer may or may not have collected the plants during the Collection Period, nothing in these Terms and Conditions shall prevent the Council from charging the Customer the relevant invoice amount.

4.0 LIMITATION OF CLAIMS

4.1 No warranty is given as to the growth, quality, productiveness, description of Plants supplied and/or exact compliance with the Plant Order. If, at the time of collection, the Council is unable to supply the agreed varieties and/or quantities of the Plants in accordance with the Order form, then an alternative/replacement(s) will be offered to the Customer (or their nominated Contractor) by the nominated location's Manager. Any such changes to the original Order form will be recorded on the Delivery Advice form. It shall be the Customer's (or their nominated Contractor's) responsibility to select the replacement(s) (subject to Plants' availability) and be satisfied with the quality of replacement Plants purchased at the time of collection.

4.2 The Customer shall inspect all the Plants at the time of collection and shall at most within two (2) working days of the collection notify the Council of alleged poor quality, shortage in quantity or damage. The Customer shall provide the Council with an opportunity to inspect the Plants within a reasonable time following collection, if the Customer believes the Plants are defective in any way. If the Customer fails to comply with these provisions, the Plants shall be presumed to be free from any defect or damage.

5.0 PLANTS QUALITY

5.1 The Customer acknowledges that the Council is selling perishable goods. The Council cannot accept liability for loss, damage or deterioration to Plants once they have left the Council's nominated pick-up location. Therefore, the Council will not be liable for damage to the Plant(s) as a result of it being incorrectly stored or handled (including insufficient watering) after collection.

6.0 RETURN OF PLANTS

Return of Plants will only be accepted provided that:

(a) The Customer complies with the requirements of Clause 4.2 of these Terms and Conditions; and

(b) The Council has agreed in writing to accept the return of the Plants; and

(c) The Plants are returned at the Customer's expense within three (3) working days of the collection date; and

(d) The Plants are returned in the condition in which they were collected where reasonably possible.

7.0 RISK AND TITLE

7.1 The risk in the Plants shall pass to the Customer on collection of the Plants by the Customer or its nominated Contractor. Any claims for loss or damage to the Plants incurred in the course of transportation by the Customer's nominated Contractor are to be made by the Customer to that Contractor.

7.2 If the Customer ordered the Plants, but has not collected them from the Council's nominated pick-up location within the nominated Collection Period, then the risk in the Plants shall pass to the Customer after the Collection Period has passed, irrespective of when payment is completed. Risk in this case means that any loss or expense arising from, or damage to, the Plants during its storage in the Council's pick-up location after the Collection Period shall be borne solely by the Customer and the Council shall not be liable for the occurrence of such event.

7.3 The Council will retain title to all Plants until the Customer has paid for the Plants in full (including any interest amount, if applicable). The Council will remain the equitable and legal owner of the Plants and the Customer is in possession of the Plants only as Bailee until payment in full is completed.

8.0 FORCE MAJEURE

Neither party shall be liable for any delay or default in the performance of their obligations under these Terms and Conditions, if such delay or default is caused by any event beyond the reasonable control of the parties, including (but not limited to) an act of God, natural disaster, war, terrorism, washouts, landslides, fire, flood, draught, storm, unseasonal weather conditions, strike, lock-out, industrial action, Governmental restrictions and regulatory change.

9.0 LIABILITY

9.1 The Council's liability is limited to the replacement of any defective Plants, which the Council has agreed in writing that the Customer is entitled to reject the invoiced value of the defective Plants returned to the Council (at the Council's discretion). The Council gives no undertaking to replace failures.

9.2 The Council shall be under no liability whatsoever to the Customer and/or any third party for any loss, damage or injury arising directly or indirectly from any Plant(s), or for the Customer's use of the Council's nominated pick-up site, or for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer and/or any third party arising out of a breach by the Council of these Terms and Conditions.

In the event of any breach of these Terms and Conditions by the Council, the remedies of the Customer shall be limited to the damages, which under no circumstances shall exceed the price of the Plants under the Customer's Order form.

9.3 The Customer agrees to indemnify the Council against all liabilities, losses, claims and expenses arising directly or indirectly out of the Customer's use of the Council's nominated pick-up location or collection of Plants or failure to collect the Plants.

10.0 GENERAL

10.1 The Council has the discretion to decline any Order form placed or cancel any Order form for any reason.

10.2 Any requests to add additional plants to the original signed order ("order increases"), made by the Customer and confirmed by the Council in writing (via email), become an integral part of the original signed order and cannot be later cancelled by the Customer.

10.3 Time: Time will be of the essence for the performance of any of the Customer's obligations under these Terms and Conditions.

10.4 The Parties will in good faith use their best endeavours to resolve any dispute between them within a reasonable time.

10.5 Each Clause (or part thereof) is capable of severance from these Terms and Conditions without affecting the validity of any other Clause or the Terms and Conditions as a whole.

10.6 These Terms and Conditions and any contract to which they apply shall be governed by the laws of New Zealand.

10.7 The Council reserves the right to review and change these Terms and Conditions at any time.