

TERMS AND CONDITIONS

These are the Contractor ("we" or "our") standard Terms and Conditions which will apply to every contract when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply products. Please refer to our Privacy Policy linked on our website www.northshoreplumbing.com.au

1. DEFINITIONS

Contractor means More Maintenance Group P/L trading as North Shore Plumbing ABN 13 166 075 323, its agents, contractors or employees.

Customer means the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products or services from the Contractor.

2. ENGAGEMENT

2.1 The Contractor holds all necessary licences and permits required in order to allow the Contractor to perform the services.

2.2 Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor.

2.3 The Contractor will maintain all insurances it considers appropriate and all other insurances required by law.

2.4 The Contractor and all the Contractor's employees and permitted sub-contractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the service to the required standards and codes.

2.5 The Contractor shall handle any fixtures, fittings, materials and/or equipment provided by the Customer with reasonable care.

2.6 The Contractor will take reasonable care when supplying goods or services to minimize any disturbance or damage to surrounding areas including walls, ceilings, floors, garden beds or paint. Any repair or restoration required after the supply of the goods or services is not included in the quotation, unless otherwise stated and must be carried out at the Customer's cost

2.7 The Contractor shall not be held liable for any such delays for work not being completed due to insufficient access, weather conditions, shortage of labour hire, machinery or materials outside the direct control of the Contractor.

2.8 Should any of the Contractor's equipment become lodged in the customer's faulty drain it will be removed at the Customer's expense including any excavation and restoration work or monetary compensation to the total replacement value and will become payable to the Contractor within seven (7) days.

3. ACCEPTANCE OF THESE TERMS

3.1 Any act by the Customer or those legally acting on behalf of the Customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance of these Terms and Conditions.

3.2 In acceptance of the quote, the Customer warrants that it has not relied on any representation by the Contractor other than as supplied in writing in the quote.

3.3 Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.

3.4 Should the Customer fail to provide the Contractor with the appropriate plans of underground pipes and cables for the Site, the Customer will indemnify the Contractor from any claim for costs, expenses or losses from a third party for any damage to third party property, including the asset owner.

4. CALL OUT FEE

4.1 The Contractor charges a minimum call out fee (subject to change at our discretion) for all appointments, regardless of work carried out as follows. Call Out Fees:

[\$110.00 plus GST] Monday to Friday, 7am to 4pm (Normal Hours)

[\$220.00 plus GST] outside of Normal Hours.

5. QUOTES, INVOICES AND PAYMENT

5.1 A quote provided by the Contractor will remain valid for thirty days. On expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior to the Contractor undertaking the service.

5.2 The Customer will pay the Contractor's fee on completion of the service. The price includes GST and is the full amount which the customer will pay for the service.

5.3 The Contractor will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. This tax invoice will include the final price for the services performed and any goods provided. This price may vary from the quoted price at the discretion of the Contractor.

5.4 Payment of the Contractor's tax invoice should be made in the following manner; Credit cards, cheque, electronic transfer to the Contractor's bank account or cash.

5.5 A credit card transaction fee applies to all credit card payments.

6. DEPOSIT

6.1 The Contractor may require a deposit equal to no more than 10% of the total price (including GST) in advance of the service. If the Customer cancels the Contract after service has commenced; or if for any reason outside of the Contractor's reasonable control, the Contractor is prevented from completing the service, the Deposit shall vest absolutely with the Contractor.

7. OVERDUE PAYMENTS

7.1 Where the Customer fails to pay any tax invoice on or after the due date, the Customer agrees that the Contractor will add interest to

the total outstanding amount at the rate of 3% interest per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.

7.2 In the event the Customer defaults in payment of an invoice, the Customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitors fees.

7.3 All materials remain the property of the Contractor until the invoice is paid in full.

8. TERMINATION OF CONTRACT

8.1 The Customer may terminate the contract before completion of the work. If the Customer instructs the Contractor to cease work before the work is completed, the Customer shall pay for all necessary inspections, and all work and materials and equipment used including any work carried out after the Customer instructions are given in order to make the site of work secure as to health and safety. The Contractor shall not be liable for any loss or damage whatever arising from such termination.

9. DEFECTS AND WARRANTY

9.1 Subject to the conditions of warranty set out in clause 9.2, the Contractor warrants that if any defect in any workmanship manufactured by the Contractor becomes apparent and is reported to the Contractor within three (3) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) repair the defect or remedy the workmanship.

9.2 The conditions applicable to the warranty given by Clause 9.1 are:

(a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

i) Failure on the part of the Customer to properly maintain any Goods; or

ii) Failure on the part of the Customer to follow any instructions or guidelines provided by the Contractor; or

iii) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent user; or

iv) Fair wear and tear, any accident or act of God.

(b) The warranty shall cease and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired or altered without the Contractor's consent.

9.3 For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor shall not be bound by nor responsible for any term, condition, representation or warranty given by the manufacturer of the Goods.

9.4 If any defect is not due to the workmanship of the Contractor or the materials, the Customer shall pay the Contractor for the attendance including all work carried out to establish the cause of the problem.

9.5 All statutory warranties that can be lawfully excluded are hereby expressly excluded.

9.6 The Contractor shall not be liable for any damage caused by defects in, or the unsuitability of Customer-supplied fixtures, fittings, materials and/or equipment for the purposes for which they were intended by the Customer

9.7 To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.

9.8 The presence of plant/tree root growth and/or blockages generally indicates damaged pipes. No warranty is provided in relation to future blockages reoccurring in such instances.

10. GENERAL

10.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

10.2 The Contractor shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Contractor of these terms and conditions.

10.3 In the event of any breach of this contract by the Contractor the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Contractor exceed the price for service.

10.4 The Customer shall not set off against the price of service, amounts due from the Contractor.

10.5 The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

10.6 Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.

10.7 It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of New South Wales and each Party covenants that it submits to the jurisdiction of the Courts of New South Wales for the resolution of any dispute under the agreement.