

# Chrome Plumbing And Gasfitting Pty Ltd — Terms and Conditions

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## 1. ACCEPTANCE

**1.1 Parties:** These Terms are between Chrome Plumbing And Gasfitting Pty Ltd (ACN 639 949 125), its successors and assignees (referred to as “we” and “us”) and you, the person, organisation or entity described in the Quote (referred to as “you”). These Terms apply to all Services provided by us to you. These Terms and any attachments (such as a Quote or Work Order) represent the entire agreement between the Parties and supersede any terms and conditions or other documentation you subsequently provide us with, and any prior agreement, understanding or arrangement between the Parties, whether verbal or in writing.

**1.2 Acceptance:** You have requested the Services set out in the Quote. You accept these Terms by: (a) subsequently providing us with a Work order; (b) signing and returning the Quote; (c) confirming in writing, including by email, that you accept the Quote; (d) accepting the Quote online; (e) instructing/allowing us to proceed with the Services; or (f) making part or full payment for the Services.

1.3 You agree that these Terms form the agreement under which we will supply the Services to you. Please read these Terms carefully. Please contact us if you have any questions. Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms.

**1.4 Deposit:** If the Quote indicates that we require a Deposit, we will not commence performing the Services until you have paid the Deposit or the first instalment of our Fees.

**1.5 Cancellation:** To the extent permitted by law, if you cancel the Services and we have already ordered materials specific to the Services that must be returned, you will also be required to pay for any return or re-stocking costs on an indemnity basis, payable by you within 7 days of receipt of an invoice for that amount; or if we have already ordered materials specific to the Services that cannot be returned or re-used by us, you will be required to pay for the material costs on an indemnity basis, payable by you within 7 days of receipt of an invoice for that amount. You can collect the materials from us once the invoice is paid in full.

**1.5A Confirmed Booking Cancellation:** If you cancel a confirmed booking within 24 hours of the scheduled attendance, a cancellation fee of \$180.00 + GST is payable.

**1.5B En-Route Emergency Cancellation:** If an emergency attendance is cancelled after our technician has departed to site, a call out fee of up to \$580.00 + GST is payable. Departure is deemed confirmed by our vehicle tracking records.

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## 2. SERVICES

2.1 We agree to perform the Services with due care and skill.

2.2 We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.

2.3 We may provide the Services to you using our employees, contractors and third-party providers, and they are included in these Terms.

2.4 When you engage third parties that are neither our employees nor contractors we have directly appointed, their services or products fall under your oversight. We bear no liability for the outcomes or quality of the services or products provided by these independent third parties.

**2.5 Timeframe:** Any period of time allowed for completion of Services is an estimate only and is subject to change. To the extent permitted by law, we will not be liable for any delays. Both Parties must take all reasonable steps to minimise any delay to the Services.

**2.6 Cleaning Up:** On completion of the Services and full payment of the Fees, we will use reasonable endeavours to dispose of all rubbish, excavated material (if included in the Quote), demolished or dismantled structures and surplus material relating to the Services. All demolished,

dismantled and surplus material will be our property unless otherwise specified in the Quote. We will not be responsible for cleaning up after any third parties.

**2.7 Quote Validity:** Unless otherwise stated, all Quotes are valid for sixty (60) days from issue. After expiry, pricing, availability and lead times are subject to confirmation.

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### 3. PRICE, INVOICING AND PAYMENT

3.1 You agree to pay us the amounts set out in our Quote, including any Deposit required. All amounts are stated in Australian dollars. All amounts exclude Australian GST (where applicable). Payment may be made by way of credit card or other payment methods as set out in our Quote when purchasing our Services.

3.2 You agree to pay our invoices by the payment date set out on the invoice. If you do not pay by the payment date (including any other services we have provided to you and invoiced you for), we may cease to provide the Services and any future services to you until we receive payment.

3.3 We may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date.

**3.3A Bodies Corporate Special Levies:** If you require a special levy to pay our invoice(s), the invoice due date is not deferred by the levy process. Interest under clause 3.3 accrues from the stated due date until paid in full.

3.4 If invoices are unpaid after the payment date, we reserve the right to take steps to recover any outstanding professional fees and outlays owing to us. In the event of non-payment, we have the right to engage debt collection services for the collection of unpaid debts, the right to commence legal proceedings for any outstanding amounts owed to us and the right to take any other adverse action against you as we consider appropriate. If any action is required to recover amounts owing to us (including without limitation issuing and receiving any correspondence, commencing court proceedings, taking enforcement action and so on), you acknowledge and agree that you are liable for and must pay all costs including without limitation debt collection, commission, charges, costs and any out-of-pocket expenses (including all legal costs and legal fees on an indemnity basis and all fees charged by counsel). You agree to indemnify us against any costs we may incur in recovering payment of any unpaid invoices.

3.5 We reserve the right to report bad debts to independent credit data agencies.

3.6 If the Quote states that the Fees and Expenses are an estimate only, you acknowledge that the final Fees and Expenses may be more or less than the estimated amounts. We will endeavour to inform you of any material variation to Fees and/or Expenses as soon as reasonably possible once it becomes apparent that there is a material variation.

**3.7 Call Out Fees:** You agree to pay any call out fees, including: (a) an initial attendance/investigation fee for the first site visit; and (b) an after-hours call out fee for attendances outside 7:00–15:30 Monday–Friday (excluding public holidays). Current rates are available on request and may be updated by notice.

**3.8 Change of Managing Agent:** All invoices must be paid in full prior to handover where a building changes management companies. For the avoidance of doubt, the entity that issued the Work Order or provided written approval remains jointly and severally liable for all Fees and Expenses incurred prior to handover.

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### 4. YOUR APPROVALS

4.1 Where we provide you with any approval item, you must notify us in writing whether you do or do not accept the completed approval item by the due date provided to you.

4.2 If we do not receive a response from you by the due date set out on the approval item, we will follow up with you directly to seek confirmation of acceptance.

4.3 Acceptance of the approval item signifies that the item is complete and no further changes are required.

4.4 Where we are unable to proceed to the next stage of the Services without your express approval, we may charge additional fees to cover the costs of rescheduling the Services, staff, or facilitating the continuance of the Services due to the delay. These potential additional fees will be communicated to you during the follow-up before they are incurred.

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## 5. VARIATIONS

5.1 Unless the Quote states that the Fees and any Expenses are an estimate only, the Fee and Services can only be varied by written agreement between us, including by email.

5.2 We may at any time, in writing, inform you of the need for us to perform a Variation.

5.3 If you request a Variation to the Services, we have discretion as to whether we make the Variation.

5.4 Variations will not invalidate these Terms or be regarded as a repudiation of these Terms by us.

5.5 If in our reasonable opinion a Variation requires additional time to perform the Services, then we will amend the term of this Agreement after consultation with you.

5.6 If we need to charge an additional fee for a Variation (Additional Fee), then we will provide a written quote for the Additional Fee or notify you of the need to charge at our Hourly Rates prior to commencing performance of the Variation. If:

(a) you accept the quote for the Additional Fee or agree to our Hourly Rates being charged then these Terms are amended to incorporate the Variation but otherwise remain the same; or

(b) you do not accept the quote for the Additional Fee or agree to our Hourly Rates being charged where we informed you of the need for us to perform a Variation then we may in our discretion terminate these Terms immediately.

5.6A **Emergency Variations:** In an emergency, you may authorise Variations verbally. We will confirm the Variation and any Additional Fee in writing as soon as practicable.

5.7 If we are unable to accommodate a Variation requested by you, we may consult with you to find a feasible adjustment. Should a mutually agreeable solution not be reached, we reserve the right to invoice for Services performed to date and terminate these Terms.

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## 6. YOUR OBLIGATIONS AND WARRANTIES

6.1 You warrant that: (a) there are no legal restrictions preventing you from agreeing to these Terms; (b) you will cooperate with us, and provide us with information that is reasonably necessary to enable us to perform the Services as requested from time to time, in a timely manner; (c) the information you provide to us is true, correct and complete; (d) the party supplying the plans and specifications warrants that it has prepared them with reasonable skill and care and that the use of the plans and specifications for the Services will not infringe any rights of any third-party; (e) you will at all times comply with our Requirements; (f) any parking fees or fines that are incurred by us or our personnel will be reimbursed by you where a parking space is not provided on the work site; (g) you will not infringe any third-party rights in working with us and receiving the Services; (h) before attempting to resolve any issues yourself or using a third party, you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that the Parties will use all reasonable efforts to resolve your concerns; (i) you are responsible for obtaining any consents, licences and permissions from other parties including any homeowners or end clients necessary for the Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions; (j) if the Services are to be performed on a property, you are authorised to occupy the premises and/or obtain the Services; (k) if the Services are to be performed on a property, that at all times the property is safe and that all facilities provided by you for the purposes of enabling the Services to be performed are also safe, including restraining any pets; (l) we will have free and unimpeded access to the place in which the Services are to take place and that you will do all things to ensure that we are not delayed by matters within your control, including supplying us, upon request, with temporary copies of any keys, access cards or secure codes necessary to access common areas and plant rooms for the duration of the Services;

(m) we have the right to impose stand down charges and recover additional costs incurred where work is delayed by reason of matters not within our control and where we are unable to reasonably reschedule services; and (n) you will not employ, canvass, solicit, entice, induce or attempt to employ our employees or contractors.

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## 7. UNDERGROUND WORK

7.1 Prior to initiating any trenching or underground works, we will assess the need for obtaining current plans of underground pipes and cables on the property. If such plans are necessary, we may perform the searches at an additional cost, which will be estimated and communicated to you before commencement of the Services.

7.2 If underground services not identified in the Dial Before You Dig report are encountered, you agree to indemnify us against any claims, costs, expenses, or losses from any third party due to damage to third-party property, including assets owned by others.

7.3 You acknowledge and agree that you are responsible for any additional costs we incur as a result of encountering ground that is harder to dig than normal, or any unforeseen sub-surface objects such as water pipes, sewer lines, or other foreign materials. This applies especially if these objects are found at depths greater than 0.6 meters.

7.4 Any warnings about potential underground hazards must be provided to us in writing and presented before we begin the Services.

7.5 Any additional fees incurred due to variations from the initial conditions or scope of work, including the acquisition of necessary underground plans, will be treated as a Variation and will be billed accordingly.

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## 8. WORK HEALTH & SAFETY

8.1 You agree and acknowledge that: (a) Whilst works are being carried out the property is considered a work site and therefore must comply with all relevant legislation and you must comply with the following conditions: (i) advise us of the approximate age of the property so that we can ascertain potential risks; (ii) disclose the presence of asbestos, where known by you, within the work site prior to the commencement of works; (iii) ensure all work areas are free of potential hazard to us and any of our representatives. (b) Any representative of ours can refuse to complete the Services if they reasonably believe that the working environment is in breach of our company policy and/or relevant legislation.

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## 9. CONFIDENTIAL INFORMATION

9.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you to us, and not for any other purpose.

9.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, to provide better quality services to you and not for any other purpose.

9.3 These obligations do not apply to Confidential Information that: (a) is authorised to be disclosed; (b) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; (c) is received from a third party, except where there has been a breach of confidence; or (d) must be disclosed by law or by a regulatory authority including under subpoena.

9.4 This clause will survive the termination of these Terms.

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## 10. FEEDBACK AND DISPUTE RESOLUTION

10.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us.

10.2 If there is a dispute between the Parties in relation to these Terms, in the first instance the Parties agree to the following dispute resolution procedure: (a) The complaining Party must tell the other Party in writing, the nature of the dispute, what outcome the complaining Party wants and what action the complaining Party thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting. (b) If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complaining Party will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute and will be equally responsible for the costs of the mediator.

10.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

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## 11. RISK

11.1 Risk of damage to or loss of the goods passes to you on delivery to your premises and you must insure the goods on or before delivery.

11.2 If any of the goods are damaged, lost or destroyed following delivery but prior to title passing to you, we are entitled to receive all insurance proceeds payable for the goods. The production of these Terms by us is sufficient evidence of our rights to receive the insurance proceeds without the need for any person dealing with us to make further enquiries.

11.3 If you request that we deliver the goods to an unattended location, then such goods shall be left at your sole risk.

11.4 You acknowledge that goods supplied may: (a) fade or change colour over time; (b) expand, contract or distort as a result of exposure to heat, cold, weather; (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.

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## 12. RETENTION OF TITLE

12.1 Title in any goods we supply to you does not pass to you until they have been paid for in full, even if we have installed them.

12.2 To the extent allowed by law, if you fail to make a due payment, we may enter the site or your premises and take reasonable action to remove the goods without us being liable to you for damage to the site, premises or the goods caused by such removal.

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## 13. TERM AND TERMINATION

13.1 Either Party may terminate these Terms without cause by providing the other Party with 30 days notice, in writing.

13.2 If either Party commits a remediable breach of these Terms and does not remedy the breach at its cost within a reasonable time after receiving written notice of the breach from the other Party, then the Parties agree to engage in the dispute resolution process set out in clause 10.2 in the first instance. If the dispute is not resolved after following that process, then either Party may terminate these Terms at any time upon written notice to the other Party.

13.3 We may terminate these Terms immediately upon written notice to you, if: (a) you commit a non-remediable breach of these Terms; (b) you fail to provide us with clear or timely instructions to enable us to provide the Services; (c) for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe; or (d) you fail to pay an invoice by the due date.

13.4 You may terminate these Terms immediately upon written notice to us if we commit a non-remediable breach of these Terms.

13.5 On termination of these Terms in accordance with clause 13.3 or clause 13.4 you agree that any Deposit or payments made are not refundable to you to the extent of all Services provided prior to termination, including Services which have been performed and have not yet been invoiced to you.

13.6 On termination of these Terms, you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and/or Intellectual Property.

13.7 On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and Intellectual Property, and/or documents containing or relating to your Confidential Information and/or Intellectual Property.

13.8 On completion of the Services, we will retain your documents related to the provision of the Services to you (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

13.9 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

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## 14. INSOLVENCY

14.1 If either Party: (a) being a person, becomes bankrupt or makes an assignment of its estate for the benefit of its creditors; (b) being a company, becomes insolvent, has a liquidator, provisional liquidator, administrator or receiver appointed or takes or has taken or instituted against it any action which may result in the liquidation of the company or if it enters into any Subcontract with its creditors,

the other Party may, without issuing a notice to show cause, terminate the Agreement by written notice.

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## 15. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

**15.1 Service Standard:** We will provide the Services with due care and skill, the Services will be fit for the purpose that we advertise, and we will supply the Services within a reasonable time.

**15.2 ACL:** To the extent that you are considered a 'consumer' under the ACL, certain legislation including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

**15.3 Statutory Rights:** Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Services is governed solely by the ACL and these Terms.

**15.4 Warranties:** Except for your Statutory Rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind. For products not manufactured by us, the warranty shall be the warranty provided by the manufacturer. To the extent permitted by law, we shall be under no liability whatsoever in respect of products not manufactured by us. We take no responsibility for materials supplied by you.

**15.5 Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services, where it is affected by your delay in response or supply of incomplete or incorrect information.

**15.6 Referrals:** We may provide you with contact details of third-party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no

representation or warranty about the third-party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or their failure to advise or provide services.

**15.7 Availability:** To the extent permitted by law, we exclude liability for: (a) the Services being unavailable; and (b) any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.

**15.8 Disclaimers:** To the extent permitted by law we disclaim all responsibility and liability for: (a) products and services you purchase from a third party; (b) damage caused to your property other than due to our negligent act or omission; (c) subject to clause 5, any additional fees that arise unexpectedly as part of the job, that could not have been reasonably identified initially; (d) any disturbance or rectifications made to an unforeseen service such as any cables, water pipes, gas pipes, storm water drains or optic cables; (e) any fire system faults, false alarms, or malfunctions caused by third-party interference, lack of maintenance, power failures, or external environmental conditions; (f) any damage, blockages, or contamination arising from sewer line works due to pre-existing conditions, tree root intrusion, or materials disposed of improperly; (g) any damages, operational failures, or reduced lifespan of pumps due to improper use, lack of regular servicing, or failure to follow manufacturer recommendations; (h) personal injury caused to you or any third party other than due to our negligent act or omission; (i) any damage to toilet pans or cisterns whilst removing; (j) any faults in work performed by us that has been tampered with, serviced or worked on by a third party; (k) any damage caused where you have failed to provide us with plans as requested; (l) variations in materials from any samples or online representations; (m) any inaccuracies as a result of incorrect measurements or plans provided to us; (n) any delays due to reasons out of our control, including but not limited to inclement weather and material supply delays and shortages; (o) any damage due to exposure to the elements including salt, wind, water, weather conditions or flash flooding; (p) any damage caused by animals and/or pests; (q) naturally occurring damage, ageing and discolouration; (r) damage or staining to carpet, rugs, timber or laminate flooring arising from necessary access, testing or water ingress during works, except to the extent caused by our negligence; (s) discolouration, staining or residue from industry-standard leak detection dyes or test agents; (t) removal or reinstatement of shower screens and silicone after epoxy sealing, unless expressly included in the Quote, including any damage occurring during removal to the extent not caused by our negligence; (u) scuffing or marks to walls or surfaces caused by the necessary use of hoses or equipment in confined access areas, except to the extent caused by our negligence; (v) outcomes where you direct us to carry out works based on another contractor's recommendations or without our own investigation; (w) lift isolation, protection and reinstatement. Although we will use reasonable endeavours to minimise impact during emergency works, uninterrupted lift operation cannot be guaranteed; (x) repair or maintenance arising from vandalism, deterioration, general wear and tear, or pre-existing faults in fixtures, plant or equipment; (y) cracking, chipping or damage to tiles that can occur due to the fixed nature of tile installation or required methods for toilet removal or reinstatement, except to the extent caused by our negligence; (z) aesthetic variations in replacement pans, cisterns or tiles where you have not supplied an exact product specification, brand, colour or model; and (aa) variations in colour, shade, texture or finish resulting from repainting or surface touch-ups where colour matching is undertaken by digital or visual means. You may supply the exact paint brand, product name and colour code prior to the Services to minimise potential variation. (bb) Consequential water damage: We are not liable for any consequential or indirect loss or damage such as water ingress, mould or staining resulting from necessary isolation or remediation works, except to the extent caused by our negligent act or omission. (cc) CCTV equipment retrieval: Where CCTV or other investigative equipment becomes stuck, damaged or unremovable due to the condition of the pipework, blockage, collapse, foreign objects or pre-existing defects, you are responsible for costs associated with recovery, replacement or any additional rectification works as a Variation. (dd) Access provisions: Where it is necessary to create openings in walls, ceilings or floors to complete

the Services, reinstatement or finishing works including painting and patching are excluded unless expressly included in the Quote. (ee) Service interruptions: We are not liable for losses arising from any temporary shutdown of water, sewer, gas, electrical, fire or other services required to safely perform the Services. (ff) Hazardous materials: If asbestos or any other hazardous materials are encountered that were not previously disclosed to us in writing, we may suspend the Services and you will be liable for additional costs relating to safety management, specialist attendance, delays and re-attendance. (gg) Product availability: Product and material availability cannot be guaranteed. Equivalent substitutions may be used when necessary and do not constitute a defect, provided functionality and compliance are maintained. (hh) Occupant delays: Delays caused by tenants, occupants, residents, or building representatives including restricted access, refusal of entry or waiting time beyond 30 minutes will incur stand-down time charged at our Hourly Rates. (ii) Fire Brigade Call-Outs: We take no responsibility for any fees, fines, penalties, or charges issued by the fire brigade or emergency services where a call-out occurs in error due to faulty or malfunctioning fire panels, alarms, or other fire safety equipment that we are working on, except to the extent caused by our negligent act or omission

15.9 **Limitation:** To the extent permitted by law, our total liability arising out of or in connection with the Services, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates. Our total liability to you for all damages in connection with the Services will not exceed the price paid by you under these Terms and pursuant to the Quote for the 12-month period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.

15.10 This clause will survive the termination of these Terms.

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## 16. INDEMNITY

16.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (a) any information provided by you to us that was not accurate, up to date or complete or was misleading or a misrepresentation; (b) your breach of these Terms; (c) any misuse of the Services by you, your employees, contractors or agents; and (d) your breach of any law or third-party rights.

16.2 We are liable for and agree to indemnify, defend and hold harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (a) any information provided to you by us that was not accurate, up to date or complete or was misleading or a representation; (b) our breach of these Terms; (c) any defect or omission in the Services from or by us, our employees, contractors or agents; (d) our breach of any law or third-party rights in connection with our provision of the Services to you.

16.3 The Parties agree to co-operate with each other (at their own expense) in the handling of disputes, complaints, investigations or litigation that arises as a result of these Terms.

16.4 This clause will survive the termination of these Terms.

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## 17. GENERAL

17.1 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

17.2 **Publicity:** You consent to us stating that we provided Services to you, including but not limited to taking photographs/videos of our work and mentioning you on our website, social media platforms and in our promotional material, unless you give us written notice that you withdraw your consent in this regard. You may withdraw consent at any time by written notice. Withdrawal will not affect materials already published.

17.3 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying,

recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

**17.4 GST:** If and when applicable, GST payable on the Fee for the Services will be set out on our invoices. You agree to pay the GST amount at the same time as you pay the Fee.

**17.5 Relationship of Parties:** These Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.

**17.6 Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).

**17.7 Severance:** To the extent permitted by law, if any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

**17.8 Force Majeure:** Neither Party will be liable for any delay or failure to perform its obligations under these Terms if such delay is due to any circumstance beyond their reasonable control.

**17.9 Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to the relevant address in the Quote. Any notice may be sent by standard post or email, and notices will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

**17.10 Jurisdiction & Applicable Law:** These terms are governed by the laws of New South Wales and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.

**17.11 Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

**17.12 Special Conditions:** The Special Conditions will prevail to the extent of any inconsistency with these Terms.

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## 18. DEFINITIONS

**18.1 Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales, Australia.

**18.2 Call Out Fees** (if any) are set out in the Quote.

**18.3 Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute, whether indirect, incidental, special, consequential and/or incidental, and whether involving a third party or a Party to the Terms or otherwise.

**18.4 Confidential Information** includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as "confidential".

**18.5 Deposit** (if any) set out in the Quote.

**18.6 Expenses** (if any) are set out in the Quote.

**18.7 Fees** means: (a) the fees set out in the Quote/Work order; or (b) any Hourly Rates.

18.8 **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

18.9 **Hourly Rates** means our hourly rates provided to you, published on our website or otherwise.

18.10 **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any Confidential Information.

18.11 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).

18.12 **Party** and **Parties** means a party or parties to these Terms.

18.13 **Work Order** is a written work order or work order from you for the provision of Services, as contemplated by these Terms. For the avoidance of doubt, reference to any Work order shall not include any terms and conditions from you contained therein, it being the agreement of the Parties that these Terms shall be binding.

18.14 **Quote** means: (a) the quote whether written or verbal given at the time of booking Services, to which these Terms are attached or form part of; or (b) a Work Order.

18.15 **Requirements** means any instructions, directions, care guidelines or other instructional information provided to you by us.

18.16 **Services** are set out in the Quote.

18.17 **Special Conditions** means the special conditions, if any, detailed in the Quote.

18.18 **Terms** means these terms and conditions.

18.19 **Variation** means: (a) when advised by us to you, necessary amended or additional services, including but not limited to changes to the Quote, Services, Fees or Expenses; or (b) amended or additional services as requested by you.

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## Schedule 1 — Special Conditions

- (a) Quotes are valid for sixty (60) days from issue.
- (b) Cancellation within 24 hours of a confirmed booking: \$180.00 + GST.
- (c) Emergency call-out cancelled en route: up to \$580.00 + GST, departure confirmed by vehicle tracking.
- (d) Initial attendance/investigation and after-hours call-out fees apply as notified.
- (e) Client must provide unimpeded access, including temporary keys/cards/codes for common areas and plant rooms if requested.
- (f) Where a strata special levy is required to pay our invoice(s), interest accrues per clause 3.3 from the stated due date until paid.
- (g) All invoices must be paid prior to handover on change of managing agent; the Work Order issuer remains jointly and severally liable for outstanding amounts.
- (h) Trade-specific exclusions apply per clause 15.8(r)–(ii).