

Kimberley Maintenance Pty Ltd - Terms and Conditions

Definitions

1. **The Company:** References to 'The Company' in all dealings shall include Kimberley Maintenance Pty Ltd, Blindman Broome, Kimberley Shutter & Awnings, The Company's agents, and employees.
2. **Variations:** Variations shall include additions, omissions, or substitutions to the originally agreed work, fittings and fixings, etc.
3. **Product:** References to 'product' refer to all goods or materials provided by the company in accordance with the quotation or estimate.
4. **Installation:** References to 'installation' involve the process of integrating, assembling, or applying the product by the company.
5. **Buyer:** References to 'buyer' or 'customer' refer to the individual or entity engaging in a purchase agreement with the company.

Payment Terms

6. Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work and/or services provided or seven days from the invoice date, whichever occurs first. Invoices are dated from the date the majority of products have arrived and are ready for installation.
7. Unless otherwise advised, a 50% Progress Payment is payable upon acceptance of the order, and acceptance must be in writing.
8. The Company reserves the right to initiate debt collection services at their discretion if full payment is not made according to the terms herein.
9. Acceptable methods of payment are Electronic Bank Transfer, Electronic Funds Transfer (EFTPos) or Cash.
10. All materials and goods supplied by The Company shall remain the property of The Company until the full invoice has been paid by the customer.

Quotations and Estimates

9. All quotations for work will be provided based on the information given to The Company by the customer. Any variations to the work following the issue of the quotation and prior to commencement of work shall result in a revised quotation being issued for acceptance.
10. For variations after work has commenced, a fixed price to cover the variation shall be agreed between The Company and the customer and added to the final invoice.
11. In the event that requirements change due to insufficient information having been provided, defects found in existing installations, etc., the customer will be liable for any additional expense incurred.
12. Quotations shall remain valid for acceptance by the customer for a period of 7 days following the issue of the quotation, and work is to commence within two calendar months from the date of the quotation else a new quotation will be required.
13. Estimates are provided on a best endeavours basis only and, unless a fixed price quotation (see above) has been provided to the customer, work will be charged based upon the price of parts provided by The Company plus labour which will be charged by the hour or part thereof and may include time taken to research, source, and purchase any materials provided.

Unforeseen Costs

14. The customer shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises during the course of the works that are unexpected or are beyond The Company's control. The Company cannot be held responsible for such events or situations.

Installation and Liability

15. The buyer must ensure that the area required by The Company for installation work is clear of obstructions and is in a safe and secure condition to undertake the works, additional futile charges may be incurred for rescheduled installs.
16. Any Council approvals, if required, are the responsibility of the owner.
17. Additional work not outlined in this quote will be considered an extra and will incur additional costs.
18. The Company will NOT accept liability for pre-existing damage to walls, floors, or any other area or surface surrounding the installation of the product.
19. The Company is not liable for any loss or damage caused by (a) the operation of the product by any device, electronic or otherwise, which was not supplied or installed by The Company, (b) any rendered, masonry, or other surfaces cracking or collapsing during or after the installation of the product, and (c) any weakening or collapse of the structure to which the product is affixed, occurring at any time during or after installation.

Warranty and Product Conditions

20. During manufacture and/or installation, some scratching or buffing may occur to the colour of product. The Company reserves the right to rectify this with touch up paint as per the steel manufacturer's specifications.
21. Any defects in materials noticed by the customer must be promptly reported to The Company in writing, and The Company will make reasonable efforts to replace or repair the defective materials in line with the manufacturer's warranty terms.
22. It should be noted that variations in natural materials such as wood should not be considered as defects, but as unique characteristics of the material.
23. Defects or colour variation that cannot be seen from lesser than approximately 3 metres viewing directly in front during all light conditions will not be classed as warranty (within reason) as per manufacturers guidelines.
24. The warranty period for installation faults is 12 months. Refer to the manufacturer's warranty for product warranties.
25. Mechanical products require periodic adjustment. Adjustments, noise, etc., and electrical faults caused by supply are NOT under warranty. Ensure that your curtain and motor are cleaned regularly and serviced at least once per annum by The Company.

Delivery and Installation Dates

26. Any dates and times indicated by The Company for delivery or installation are estimates only. If The Company is unable to deliver or install by the indicated date, The Company is not liable for any loss or damage arising from the delay.

Health and Safety

27. The Company will take appropriate and practical measures to ensure the environment in which works are being carried out is safe to avoid risk of injury to The Company or other parties; the customer is expected to do the same.
28. The Company reserves the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or out with the spirit of the Building Regulations) or where The Company considers other parties will be put at risk as a result of the works being undertaken.
29. If the customer notices any situation, property, equipment or materials that they believe to be unsafe they must inform The Company immediately.
30. If any form of asbestos or other hazardous material covered by any Control of Substances Hazardous to Health regulations is discovered on site, The Company will notify the customer and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by the customer.

Additional Services

31. The customer shall be expected to engage an appropriately qualified tradesperson to patch and paint any holes or damage from previous installation.
32. The customer shall be expected to engage an appropriately qualified tradesperson to carry out all electrical, cabling, and wiring works at their own expense. If The Company engages an electrical contractor on the customers' behalf, the customer is liable for all charges unless otherwise stated in the quote, estimate or invoice.



Insurance

33. As a professional business, The Company maintains in force policies with The Hollard Insurance Company Pty Ltd (Business Insurance) & AAI Insurance (Workers Compensation) found at <https://blindmanbroome.com.au/certificates-of-currency-1>

Complaints and Compliments

34. Should the customer have a complaint about the services or work provided by The Company, these should be raised with The Company's agent or in writing to The Company's registered office at: PO Box 3459, Broome WA 6725.
35. Compliments and comments may be raised in the same manner.

These terms and conditions should not be interpreted as exhaustive, and the company reserves the right to revise them at any time. It is the buyer's responsibility to keep informed of any changes.