

# FLUSH N FLOW PTY LTD

## TERMS AND CONDITIONS



### 1. Definitions

For clarity in this agreement, the following terms are defined as:

- **ACL:** The Australian Consumer Law.
- **Agreement:** These terms and conditions along with any documents or agreements referenced herein.
- **Callout Fee:** The fee applicable for dispatching a technician, as detailed in Clause 3.
- **Contractor:** FLUSH N FLOW PTY LTD (ABN 34695192619), including its authorised agents, employees, successors, or assigns.
- **Contract Price:** The agreed total fee payable for the provision of services and materials.
- **Customer:** The individual or legal entity engaging FLUSH N FLOW PTY LTD, or their authorised representatives.
- **Excavation Work:** Any subsurface work, including relocation, repair, or removal of underground infrastructure exceeding 1.5 metres in depth.
- **Urgent Works:** Services required on an emergency or expedited basis.
- **Materials:** All components and supplies provided to fulfil the scope of work.
- **Progress Payment Schedule:** A pre-agreed outline of payment stages relevant to project milestones.
- **Search and Investigation Work:** Diagnostic activities to locate plumbing issues, including accessing concealed areas.
- **Third Party:** A financing institution or entity arranged by the Customer to pay for works performed.
- **Works:** All tasks, services, and materials supplied under this agreement, excluding diagnostic services unless explicitly agreed.
- **“Website”** means  
[[www.flushnflow.com.au](http://www.flushnflow.com.au)] or any related Flush N Flow digital properties.

### 2. Scope and Commencement

- FLUSH N FLOW PTY LTD endeavours to commence work promptly once the Agreement is signed, subject to resource availability and any required approvals. Estimated dates

are provided for reference only and delays due to uncontrollable circumstances shall not justify contract termination.

- Subcontractors may be engaged to perform the Works. All subcontractors will hold appropriate licences, insurances, and qualifications. Completion is defined by delivery of work that is functional, free from major defects, and compliant with legal requirements.

### 3. Callout Fees and Refund Eligibility

- A Callout Fee is payable upon the dispatch of a technician. The fee may be deducted from the final invoice if all the following conditions are met:
  - The Agreement is signed within 7 days of the initial callout.
  - The callout occurred within 14 days before contract formation.
  - The job is not classified as Urgent Works.
  - The callout occurred between 7:00 AM – 4:00 PM Monday to Friday, excluding public holidays and during 23 Dec – 14 Jan.

### 4. Variations and Additional Services

- Any requested changes to the agreed scope must be approved in writing by both parties. The Customer must accept the revised price before work proceeds.
- FLUSH N FLOW PTY LTD may carry out additional works without prior written approval if:
  - Unforeseen circumstances arise that require urgent attention for safety or completion.
  - The variation is mandated by a regulatory authority.
- Such changes will be documented as formal variations and invoiced accordingly.

### 5. Payment Terms

- Invoices must be settled by the due date noted. If unspecified, payment is due on receipt. A deposit may be required at contract signing. Progress payments are expected as per any stated schedule.
- Payments made by card may incur surcharges. EFT payments must include remittance information. Third-party financed work will only proceed upon approval confirmation. FLUSH N FLOW PTY LTD is not liable for issues arising from third-party financing.
- Interest on overdue invoices accrues daily at a rate of 1.5% per calendar month, compounding monthly. Debt recovery costs including legal fees and dishonour fees will be added to the outstanding balance.

### 6. Customer Responsibilities

The Customer must:

- Provide unobstructed access to the worksite and utilities (power, water).
- Be present during internal access unless agreed otherwise.
- Remove fragile items and secure valuables from the work area.
- Accept that site restoration is not included unless stated in writing.

### 7. Quality Assurance and Warranties

- All services will be delivered with professional care and diligence. FLUSH N FLOW PTY LTD abides by the Home Building Act 1989 (NSW) and all applicable standards.
- Materials are new and suitable unless otherwise specified. Customer-provided materials are excluded from warranty. All defects must be reported within 7 days of completion.

- Drain blockages may reoccur and are not covered under warranty. FLUSH N FLOW PTY LTD does not guarantee elimination of intermittent odours. If equipment is lodged or damaged during drain work, recovery costs will be charged but equipment replacement will not be.

#### 8. Risk and Title

Ownership of Materials passes to the Customer only upon full payment. Risk transfers upon delivery to the site. FLUSH N FLOW PTY LTD retains the right to recover unpaid goods and is authorised to access the property for retrieval. Until ownership is transferred:

- Materials remain the property of FLUSH N FLOW PTY LTD.
- The Customer must not alter, affix or use the materials.
- Goods must be stored securely and separately.

#### 9. Insurance

FLUSH N FLOW PTY LTD maintains current Public Liability and Workers Compensation insurance. Relevant insurance disclosures will be provided in accordance with the Home Building Act where required.

#### 10. Dispute Resolution and Contract Termination

Termination must align with standard contractual rights. If requested by the Customer, termination is subject to cost recovery including restocking fees and any disbursed expenses. Disputes must be raised in writing and both parties agree to resolve disputes amicably before legal escalation.

#### 11. Indemnity and Liability

- The Customer indemnifies FLUSH N FLOW PTY LTD from claims arising from site conditions, misuse, negligence, or failure to comply with obligations. Liability is limited to the value of the works performed to the extent permitted by law.
- FLUSH N FLOW PTY LTD is not liable for indirect or consequential losses, or for failure caused by acts of God, natural disasters, or events beyond reasonable control.

#### 12. Legislative Compliance

No provision of this agreement shall override non-excludable rights under the Australian Consumer Law or applicable NSW legislation, including the Home Building Act 1989.

- If the Contract Price exceeds \$20,000, the Customer may cancel the agreement within five business days of signing or receiving a copy, in accordance with s7BA of the Home Building Act.

#### 13. Promotional Offers

##### **Price Beat Guarantee:**

- Must be a recent, written quote from a licensed and GST-registered plumber.
- Excludes marketplace platforms (e.g., Airtasker, hipages).
- Must be presented prior to FLUSH N FLOW PTY LTD quotation.
- FLUSH N FLOW PTY LTD reserves discretion on reasonability.

##### **Coupons:**

- Redeemable only during standard business hours.
- Must be mentioned during booking.
- Not valid with other promotions or redeemable for cash.

##### **Same Day Service or It's Free:**

- Applies only to bookings made before 12:00 PM on business days.

- If not attended same day, the callout fee is waived; service charges still apply.

#### 14. Security & Charge

To secure performance of obligations, the Customer charges all legal or equitable interest in property they own now or in the future. FLUSH N FLOW PTY LTD may lodge a caveat against such property until obligations are fulfilled. The Customer agrees to sign further documentation as required under the Personal Property Securities Act 2009.

#### 15. General Terms

- This document constitutes the entire agreement between FLUSH N FLOW PTY LTD and the Customer. Invalid provisions do not affect the remaining terms.
- Any updates to these terms will be notified in writing or published online, taking effect 30 days post-notification. The governing law of this Agreement is the jurisdiction of New South Wales.

Please click here to view the [Consumer Building Guide](#)

Please click here to view the [Security of Payment Guide](#)