

## Terms & Conditions

***Special Note – Any and all works carried out by Secure Plumbing Solutions Pty Ltd either quoted or otherwise shall be subject to these Terms and Conditions in full. It is the sole responsibility of the client / customer to read the Terms and Conditions carefully and pursue legal advice if required before engaging Secure Plumbing Solutions Pty Ltd.***

### 1. Definitions

- “Secure Plumbing Solutions” shall mean Secure Plumbing Solutions Pty Ltd, or any agents, contractors and employees hereof.
- “Client” shall mean the client, any person acting on behalf of & with the authority of the client, or any person purchasing products & services from Secure Plumbing Solutions.

### 2. Payments

- The client agrees to make progress payments as requested. Failure to do so will cancel all further works until such time, progress payments are paid. The client agrees to pay the full invoice amount on the completion of works.
- Credit card, internet transfer & cash payments accepted only. I give permission to Secure Plumbing Solutions to carry out transactions over the phone using my credit card details for the value of the invoice amount or as per payment arrangement e.g. deposit or progress payments.
- A credit card transaction fee of 2% applies to all credit card payments.
- Any payments which fall overdue shall incur a late fee of 10% daily until paid in full.
- All quoted works are subject to variations as required & are at the discretion of Secure Plumbing Solutions in order to carry out & complete works to Australian & Safety Standards. All variations will incur further fees & charges in addition to the original quoted amount.
- Secure Plumbing Solutions fees & charges are subject to change without notification to the client.
- Additional fees & charges shall apply outside of normal business hours 0600 to 1700 Monday to Friday.

### 3. Goods

- All goods shall remain the property of Secure Plumbing Solutions until such time payment is received in full.

## 4. Cancellation

- Secure Plumbing Solutions may cancel these terms & conditions or cancel delivery of goods & services at any time giving at least 24 hours written advice. Secure Plumbing Solutions shall not be liable for any loss or damage what-so-ever arising from such cancellation.
- The client must provide Secure Plumbing Solutions with at least 3 working days' notice in writing of any cancellation of works. Failure to do so will incur 30% payment of the original quoted / invoice amount payable by the client.
- Placing a deposit with Secure Plumbing Solutions secures & confirms your job. Where a deposit has been paid to Secure Plumbing Solutions, deposits are non-refundable.

## 5. Warranty

- Warranty shall be valid for 12 months (unless otherwise stated) from invoice date. Warranty shall only be valid on exact location & works as carried out by Secure Plumbing Solutions. Client must provide original invoice for proof of works.
- Life time guarantee On all workmanship provided by Secure Plumbing Solutions. This does not guarantee any and all fittings, materials, and products where they operate under their own guarantee/warranty time limits, but guarantees you as the client that any/all works provided by Secure Plumbing Solutions are up to code.
- All valve & valve type parts as well as any specified items installed by Secure Plumbing Solutions must be serviced annually by Secure Plumbing Solutions. Failure to do so shall void all warranty. It is the sole responsibility of the client to arrange an appointment.
- The Client shall inspect the goods & works on completion & must report any defects to parts or installation works within 48 hours in writing to Secure Plumbing Solutions of any alleged defects, shortage in quantity or damage. The client shall afford Secure Plumbing Solutions an opportunity to inspect the alleged damage / defect within 7 working days from date of written notification & give Secure Plumbing Solutions the opportunity to make good to Australian & reasonable standards within 14 working days.
- No guarantee/warranty shall be provided on blocked sewer, drainage or storm water as set out at clause 10.1

## 6. Intellectual Property

- Where Secure Plumbing Solutions have designed or drawn Goods for the Client, then the copyright in those designs & drawings shall remain vested in Secure Plumbing Solutions, & shall only be used by the Client at Secure Plumbing Solutions' discretion & with written consent to do so.

## **7. Clients Disclaimer**

- The client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him/her by any servant or agent of Secure Plumbing Solutions & the Client acknowledges that he/she buys the services of Secure Plumbing Solutions relying solely upon his/her own skill & judgment & that Secure Plumbing Solutions shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client & shall not be transferable to any subsequent Client.

## **8. Underground Services**

- The Client will indemnify Secure Plumbing Solutions & keep Secure Plumbing Solutions indemnified against any liability, loss, claim or proceedings of any kind (whether arising under statute or common law) arising from services which are buried or unseen being disturbed or damaged. Secure Plumbing Solutions will not be liable for any repair work & any repair work required will be paid at the Clients expense. Such liability, loss, claims or proceedings includes but is not limited to a) Damage to the property, real or personal; b) Death or personal injury; & c) Consequential or economic loss of any kind.

## **9. Rock & Filled Ground**

- Unless specifically included in written quotes &/or estimates, rock excavation, dewatering or supportive work such as pier & beams for filled or made up ground will be charged out as a variation to the original price. Quotation is based on excavation of clean soils only, unless otherwise specifically stated in writing.
- Existing soils shall be returned to excavated areas where possible & ground shall be left filled. Landscaping and concrete works are not included in quotation unless specified in writing. All concrete, paving and landscape works including shrub / plant & lawn replacement will be treated as a variation as set out in 2.5 of this document.

## **10. Drains & Sewer**

- The Client understands that the presence of plant/tree root growth &/or blockages generally indicates damaged pipes. Additionally the Client agrees that blocked drains, sewer pipes & storm water lines cannot be permanently fixed by simply removing "plant/tree root growth" or cleaning the drain. Therefore, no warranty is provided in relation to future blockages regardless of

timeframe re-occurring whether in the same location or other drainage / sewer lines within the same property.

- The Client acknowledges that Close Circuit Television (CCTV) is a specialist piece of equipment which may or may not be used at Secure Plumbing Solutions sole discretion in an attempt to identify the source of the blocked drain. Should CCTV equipment be used the Client acknowledges that additional charges will imposed.
- Should any Plumber's equipment become lodged or damaged in the customers drain it will be removed &/or repaired at the Clients expense (includes materials, parts & labour) or monetary compensation to the total replacement of same or higher quality value will become payable to Secure Plumbing Solutions immediately.

## **11. Dispute Resolution**

- If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying & providing details of the dispute. Within seven (7) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute.
- At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered or sent by certified mail to the other party refer such dispute to arbitration.
- Any arbitration shall be:
  - Referred to The Consumer Trader & Tenancy Tribunal (CTTT).

## **12. Compliance with Laws?**

- The Client & the Contractor shall comply with the provisions of all statutes, regulations & bylaws of government, local & other public authorities that may be applicable to the works.
- The Client shall obtain (at the expense of the Client) all licenses & approvals that may be required for the works?(councils or other governing agents).
- The Client agrees that the site will comply with any occupational health & safety laws relating to building/construction sites & any other relevant safety standards or legislation.

## **13. General**

- The client agrees to Secure Plumbing Solutions using their personal information for marketing purposes & gives Secure Plumbing Solutions permission to send out future advertising material

- Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- Secure Plumbing Solutions does not accept any responsibility for damage to property during works being carrying out.
- Secure Plumbing Solutions shall not be held liable for any such delays for work not being completed due to weather conditions, shortage of labour hire, machinery or materials outside the direct control of Secure Plumbing Solutions.
- In the event of any breach of this contract by Secure Plumbing Solutions the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Secure Plumbing Solutions exceed the Price of the Goods.
- Secure Plumbing Solutions reserves the right to review & make changes to these terms & conditions at any time.

## **14. Fees & Charges**

- A “deposit” of 20% may be requested for work exceeding 2000.00 dollars AU Incl. GST. This deposit must be received 24 working hours prior to works commencing.

## **15. Same Day Service**

- Only applies to jobs booked with Secure Plumbing Solutions call centre before 10:30am.

## **17. Saturday Hours & Rates**

- Saturday rates apply only from 7am-2pm. Works on Saturday before 7am & after 2pm will be charged out as afterhours/emergency rates.

## **17. Special Offers, Deals & Discounts**

- Only one discount offer can be used when purchasing goods or services from Secure Plumbing Solutions & multiple discounts on a single invoice are not permitted.

## **18. Finance**

- Where finance is offered by a third-party company and is intended to be used by the client to purchase goods & or services from Secure Plumbing Solutions, the finance must be applied for & approved prior to any works being carried out by Secure Plumbing Solutions.
- It is the client’s responsibility to ensure that at all times they are able to make payment to Secure Plumbing Solutions for any work completed as soon as invoices are issued and due for payment.

If the client is unable to access finance or has finance withdrawn, the client must arrange alternative methods of payment to ensure they are able to pay invoices issued by Secure Plumbing Solutions when due.

- Any terms and conditions relating to finance applied for with a third-party company do not form any part of this contract to supply goods & or services between Secure Plumbing Solutions & the client.
- At all times the client remains bound to the standard terms and conditions regarding payment to Secure Plumbing Solutions for goods and services provided including payment timeframes regardless of any finance arranged by the customer with a third party.