

NORTHERN RIVERS PLUMBING AND IRRIGATION
.TERMS AND CONDITIONS OF TRADE

Special Note - Any and all works carried out by Northern Rivers Plumbing and Irrigation 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 Northern Rivers Plumbing and Irrigation NSW.

1. Definitions

"Riversplumbing.com.au" shall mean Northern Rivers Plumbing and Irrigation, 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 Northern Rivers Plumbing and Irrigation .

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 & cash payments accepted only. I give permission to Northern Rivers Plumbing and Irrigation to carry out transactions over the phone using my credit card details for the value of the invoice amount or as per payment arrangement i.e. 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 Northern Rivers Plumbing and Irrigation 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.

Northern Rivers Plumbing and Irrigation fees & charges are subject to change without notification to the client.

Additional fees & charges shall apply outside of normal business hours 0800 to 1700 Monday to Friday.

I accept that all invoices shall be provided in categories of labour, materials & GST only. Itemised accounts will not be issued.

3. Goods

All goods shall remain the property of Northern Rivers Plumbing and Irrigation until such time payment is received in full.

4. Cancellation

Northern Rivers Plumbing and Irrigation may cancel these terms & conditions or cancel delivery of goods & services at any time giving at least 24 hours written advice. Northern Rivers Plumbing and Irrigation shall not be liable for any loss or damage what-so-ever arising from such cancellation.

The client must provide Northern Rivers Plumbing and Irrigation 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 Northern Rivers Plumbing and Irrigation secures & confirms your job. Where a deposit has been paid to Northern Rivers Plumbing and Irrigation, 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 Northern Rivers Plumbing and Irrigation. Client must provide original invoice for proof of works.

All valve & valve type parts as well as any specified items installed by Northern Rivers Plumbing and Irrigation must be serviced annually by Northern Rivers Plumbing and Irrigation. 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 Northern Rivers Plumbing and Irrigation of any alleged defects, shortage in quantity or damage. The client shall afford Northern Rivers Plumbing and Irrigation an opportunity to inspect the alleged damage / defect within 7 working days from date of written notification & give Northern Rivers Plumbing and Irrigation the opportunity to make good to Australian & reasonable standards within 14 working days.=

No warranty shall be provided on blocked sewer, drainage or storm water as set out at clause 10.1

6. Intellectual Property

Where Northern Rivers Plumbing and Irrigation have designed or drawn Goods for the Client, then the copyright in those designs & drawings shall remain vested in Northern Rivers Plumbing and Irrigation, & shall only be used by the Client at Northern Rivers Plumbing and Irrigation's 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 Northern Rivers Plumbing and Irrigation & the Client acknowledges that he/she buys the services of Northern Rivers Plumbing and Irrigation relying solely upon his/her own skill & judgment & that Northern Rivers Plumbing and Irrigation 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 Northern Rivers Plumbing and Irrigation & keep Northern Rivers Plumbing and Irrigation 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. Northern Rivers Plumbing and Irrigation 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 left filled. Landscaping and concrete works are not included in quotation unless specified be 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 reoccurring 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 Northern Rivers Plumbing and Irrigation 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 Northern Rivers Plumbing and Irrigation 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 Northern Rivers Plumbing and Irrigation using their personal information for marketing purposes & gives Northern Rivers Plumbing and Irrigation 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.

Northern Rivers Plumbing and Irrigation does not accept any responsibility for damage to property during works being carrying out.

Northern Rivers Plumbing and Irrigation 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 Northern Rivers Plumbing and Irrigation.

In the event of any breach of this contract by Northern Rivers Plumbing and Irrigation the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Northern Rivers Plumbing and Irrigation exceed the Price of the Goods.

Northern Rivers Plumbing and Irrigation reserves the right to review & make changes to these terms & conditions at any time.