



Kim McG
<accounts@plumbcheckgroup.com>

Terms and conditions for PlumbCheck Group PTY LTD

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Terms and Conditions

1. Definitions

In these terms and conditions:

- 1.1. "BUYER" means the person to whom the QUOTE or invoice is addressed.
- 1.2. "QUOTE" means any quotation issued by PlumbCheck Group PTY LTD subject to these terms and conditions.
- 1.3. "SITE" means the location at which the works are to be performed.
- 1.4. "COMPANY" means PlumbCheck Group PTY LTD and/or its contractors, agents, or employees.

2. Payment

2.1 All work is done on a flat-rate price basis unless otherwise specified in the QUOTE. The price includes labor, materials, and GST. An invoice breakdown of the QUOTE work/price will not be provided after more than 30 days after the initial invoice is issued.

2.2 No deductions shall be made from any payment due to PlumbCheck Group PTY LTD for any reason, including but not limited to liquidated damages, penalties, or back charges assessed by the BUYER or third parties. The failure to make any payment within two (2) days of its due date shall be deemed a material breach of the terms and conditions of this agreement. In the event of non-payment, PlumbCheck Group PTY LTD may, at its sole discretion, terminate work and this agreement immediately. In the event of such termination for non-payment, PlumbCheck Group PTY LTD shall be entitled to all of its expenses incurred including labor and materials, as well as its overheads and all profits it would have obtained had this agreement been fully performed. PlumbCheck Group PTY LTD shall also be entitled to any and all other remedies allowed by law.

2.3 Any payment on account hereunder shall constitute an acceptance of the work performed by PlumbCheck Group PTY LTD for which such payment was made.

2.4 All payments are due upon completion of the accepted works. All overdue amounts will accrue interest of 10% per month and an additional administration fee of \$25.00 per month.

2.5 Total payment for all work performed by PlumbCheck Group PTY LTD is due upon job completion (C.O.D) unless otherwise agreed in writing by PlumbCheck Group PTY LTD.

2.6 All credit card payments will incur a 1.5% surcharge fee.

2.7 Minimum progress payments are required for any works above \$200 at the following stages of the works:

Stage 1: 50% deposit to book in the job

Stage 2: 30% at the commencement of the job

Stage 3: 10% halfway through the job

Stage 4: 10% at the completion of the job

All goods supplied by PlumbCheck Group PTY LTD which are custom orders for the BUYER must be paid in full prior to any works commencing on SITE.

2.8 The BUYER acknowledges that PlumbCheck Group PTY LTD may cease works, stop the works, or refuse to release the Goods where the BUYER has not paid the Price, installment, or progress payment on the due date. Payment by the BUYER will only be recognized by PlumbCheck Group PTY LTD when the payment is received in clear funds into PlumbCheck Group PTY LTD's bank account or when cheques provided for payment have been cleared.

2.9 Any variation from the plan of scheduled works, specifications, or additional works that may not have been reasonably anticipated by PlumbCheck Group PTY LTD for the provision of the Goods and Services will be charged as a variation. If a Variation is required:

a) PlumbCheck Group PTY LTD will provide the BUYER with a QUOTE for the Variation prior to commencing the Variation and the BUYER must notify PlumbCheck Group PTY LTD whether it accepts the Variation as soon as possible but no later than five (5) days after receiving the Variation request; and

b) If the BUYER does not accept the Variation within the five (5) day period, PlumbCheck Group PTY LTD is not obliged to perform the Variation. If the BUYER accepts the Variation, the BUYER must pay for the costs of the Variation as per the variation QUOTE provided.

2.10 PlumbCheck Group PTY LTD may terminate this Contract without liability to the BUYER if the BUYER does not authorize the Variation and PlumbCheck Group PTY LTD cannot reasonably proceed with the Services without undertaking the works proposed under the Variation.

2.11 The BUYER acknowledges that PlumbCheck Group PTY LTD may be required to carry out emergency works to prevent injury to persons or damage to property and in such circumstances will not be required to provide a QUOTE prior to undertaking the works the subject of the Variation and the BUYER shall be liable to pay PlumbCheck Group PTY LTD the reasonable costs and expenses incurred with an emergency Variation.

2.12 The BUYER is not entitled to make any deduction from the Price (including, but not limited to) in respect of any set-off or counterclaim unless agreed in writing prior by PlumbCheck Group PTY LTD.

2.13. The BUYER is liable to pay the PlumbCheck Group PTY LTD for any damage caused by the BUYER to equipment and materials of the PlumbCheck Group PTY LTD whilst at the SITE. Such damage shall be payable by the BUYER to the PlumbCheck Group PTY LTD within 5 days of the PlumbCheck Group PTY LTD issuing an invoice for such costs.

2.14. The BUYER irrevocably consents to and the PlumbCheck Group PTY LTD, for the purpose of establishing its respective security interest under this agreement, may lodge and maintain a Caveat over the Property and any Sale Lot in support of the PlumbCheck Group PTY LTD's interest. The BUYER charges its interest in the Site with all monies that are due or may be due and payable under this agreement.

3. Notice of defective work

3.1. Upon completion of the work, the BUYER agrees to exercise due diligence in inspecting the work for defective workmanship and materials. The BUYER agrees to notify the PlumbCheck Group PTY LTD, within forty-eight (48) hours of completion of the work of all defects, if any.

3.2. The BUYER agrees that upon discovery of any allegedly defective work, the BUYER shall immediately contact the PlumbCheck Group PTY LTD in writing. The PlumbCheck Group PTY LTD, by right of the consumer law, will be given the first opportunity to repair the alleged defective work. Failure to provide the PlumbCheck Group PTY LTD with the first opportunity to repair the alleged defective work shall void all warranties, express or implied hereunder and relieve the PlumbCheck Group PTY LTD of any liability to the BUYER. The BUYER agrees and recognises that they shall not withhold any payments for allegedly defective works. the PlumbCheck Group PTY LTD is not responsible for reimbursement of work performed by another PlumbCheck Group PTY LTD or individual.

3.3. In the event that the BUYER attempts to alter the work themselves or engages a third party to do any work that has an effect on the works performed by the PlumbCheck Group PTY LTD , then any warranties in respect of the work performed by the PlumbCheck Group PTY LTD shall become void.

4. Services not covered

4.1. The description and scope of the work to be performed by the PlumbCheck Group PTY LTD is specified in the QUOTE.

4.2. The PlumbCheck Group PTY LTD will not perform any other work or trade than that which is specified in the QUOTE or later agreed to in writing by the BUYER and the PlumbCheck Group PTY LTD , even if such works are incidental or necessary for the completion of the contracted work, or necessary to restore the SITE after the contracted work is performed.

5. Scope of Agreement

5.1. These terms and conditions, including the QUOTE, represent the entire agreement between the BUYER and the PlumbCheck Group PTY LTD, and supersedes all prior negotiations, representations or agreements, either oral or written. This agreement may be amended only by a written offer by the PlumbCheck Group PTY LTD and acceptance by the BUYER. This agreement binds jointly and severally all signing as BUYER, their heirs, successors and assigns.

5.2. The PlumbCheck Group PTY LTD further states and the BUYER accepts that there may be other service providers who may perform the contracted work at a lower price. The BUYER understands that he/she has the option of seeking other QUOTES before entering into this agreement. The PlumbCheck Group PTY LTD is under no obligation to alter its price on account of other QUOTES. The PlumbCheck Group PTY LTD will not

negotiate the price of this agreement after it has been accepted by the BUYER.

5.3. The BUYER acknowledges and agrees that the PlumbCheck Group PTY LTD shall be entitled to be paid from the deposit the following:

(a) The cost of any Goods and Services already completed by the PlumbCheck Group PTY LTD including but not limited to any materials and items

purchased by the PlumbCheck Group PTY LTD forming part of the Goods and Services to be provided; and

(b) The cost of any administration time, disbursements, permits and planning expenses incurred by the PlumbCheck Group PTY LTD prior to the date of cancellation.

6. Recommendation not performed

If the PlumbCheck Group PTY LTD has made any recommendation for repair or replacement of any item, or suggested options which in its opinion would improve the performance or extend the life of the item or the contracted work, and those options are not chosen by the BUYER, the BUYER shall defend and hold the PlumbCheck Group PTY LTD harmless for any loss, claims or damages incurred or alleged to have been incurred by the failure of the BUYER to accept any such option or recommendation.

7. Extermination

The PlumbCheck Group PTY LTD has the right to cease work if, in the opinion of the PlumbCheck Group PTY LTD, a severe rodent or pest problem exists on the

SITE. Extermination of rodents or pests of any sort shall be the sole responsibility of the BUYER. The PlumbCheck Group PTY LTD is under no obligation to re-commence work until, in its opinion, the rodent or pest problem is resolved.

8. Subcontractors

The PlumbCheck Group PTY LTD reserves the right to hire subcontractors for any part of the contracted work, any extra work, or additional work agreed to. The BUYER consents for the PlumbCheck Group PTY LTD to provide any information or documents provided by the BUYER to the PlumbCheck Group PTY LTD to any subcontractor hired by the PlumbCheck Group PTY LTD for the carrying out of the works under this agreement.

9. Existing plumbing

9.1. No warranty, express or implied, is provided by the PlumbCheck Group PTY LTD for any existing plumbing fixtures, pipes, or systems.

Furthermore, the BUYER understands that connections to existing plumbing are sometimes difficult due to the state of deterioration of existing pipes and/or the existing pipe's location, and the BUYER agrees to pay any additional costs, arising due to the state of existing pipework, which is necessary to perform the QUOTE works.

9.2. The BUYER hereby acknowledges that aged and deteriorated plumbing fixtures, piping, and appurtenances may no longer be serviceable. In this case, the BUYER hereby agrees to hold the PlumbCheck Group PTY LTD harmless from and defend the PlumbCheck Group PTY LTD against any and all claims of liability for damages to those items or otherwise resulting from conventional repair efforts.

10. Rubbish

The removal of any and all rubbish/debris shall be the sole responsibility of the BUYER however, the PlumbCheck Group PTY LTD shall leave the SITE in a neat, broom clean condition. All old parts will be removed from the SITE and discarded by the PlumbCheck Group PTY LTD unless

otherwise specified in the QUOTE. Payment is to be made no less than 90% of the QUOTES price prior to the SITE being cleared.

11. Routing

Unless otherwise specified in the QUOTE, the routing and placement of pipes will be left up to the PlumbCheck Group PTY LTD's sole discretion.

12. Site conditions

12.1. If the PlumbCheck Group PTY LTD must obtain access to other person's properties in the course of the contracted work, the BUYER shall secure permission for such and hold harmless, defend and indemnify, including solicitors fees incurred, the PlumbCheck Group PTY LTD and its employees and agents against all actions and consequences arising from or relating to the use of said properties, including but not limited to damage done in the normal course of work.

12.2. The BUYER shall be responsible for securing, removing and protecting all property and contents during and upon completion of the contracted work and shall hold harmless, defend and indemnify, including solicitors' fees incurred, the PlumbCheck Group PTY LTD , its employees and agents against all claims arising out of the BUYER'S failure to do so.

12.3. The BUYER is responsible for supplying water, gas, sewer and electrical utilities as required unless otherwise agreed to in writing. The BUYER agrees to provide the PlumbCheck Group PTY LTD unlimited electricity and water within 30 metres of the SITE prior to commencement of the contracted work.

13. Limited warranty

13.1. The BUYER will be entitled to warranty for works completed as per the relevant application law in the state where the works have been carried out. This warranty does not cover faults caused by misuse, negligence, or damage caused by the

BUYER, other persons or acts of God including, but not limited to, fire, storms, flood and earthquake.

13.2. The BUYER may claim their warranty by contacting the PlumbCheck Group PTY LTD and requesting and filling out the Warranty Form. The work order will be processed as a priority and the PlumbCheck Group PTY LTD will attend to the SITE as soon as possible. The initial service call will be charged to your credit card at the time of booking. If the issue is deemed to be a warranty, the charge will be refunded. If the issue is deemed non-warranty the initial charge will apply and an additional charge for parts and any additional labour will be due as per the provided QUOTE.

Our Metropolitan Service Charges (for non-warranty calls) are as follows:

- \$190.00 initial call out which covers up to 30 minutes travel and first 30 minutes of labour (exclusive of GST)
- \$75.00 for every 15 minutes thereafter. (exclusive of GST)
- Parts are an additional cost.

Works outside the metropolitan area will be subject to extra travel time charges. Please note, if the contractor deems that the problem is covered under warranty, then no charges will apply.

13.3. In circumstances that it is determined that an issue is not part of the warranty, the PlumbCheck Group PTY LTD can only QUOTE to rectify or repair the issue, the BUYER must advise whether they accept the QUOTE.

13.4. The warranties for materials supplied by the PlumbCheck Group PTY LTD shall be those warranties provided by the manufacturer or supplier of that item. The PlumbCheck Group PTY LTD does not provide any warranties in addition to the manufacturer's warranties. The PlumbCheck Group PTY LTD shall leave such warranties at their respective manufacturer.

13.5. The PlumbCheck Group PTY LTD shall not be responsible for the costs of reinstalling fixtures or materials warranted by manufacturers.

13.6. All warranties are void if payment is not made when due. Warranties extend only to the BUYER and are non-transferable, making it crucial to provide your legal name for Warranty purposes.

13.7. In the interest of minimising damages, the BUYER shall contact the PlumbCheck Group PTY LTD in writing or via email, notifying them of any potential warranty claim. Failure on the part of the BUYER to inform the PlumbCheck Group PTY LTD of any potential warranty claim within a reasonable amount of time shall void any and all warranties whether expressed and/ or implied provided by the PlumbCheck Group PTY LTD. The PlumbCheck Group PTY LTD will respond with reasonable promptness between the hours of 8.00am to 3.00pm Monday through Friday, excluding public holidays.

13.8. The PlumbCheck Group PTY LTD shall not be liable for water or other damage relating to any defect or delay in responding to said warranty. The BUYER must take reasonable steps to mitigate damages, including, if necessary, calling their local fire department or the SES to turn off the water and/or pump out standing waters.

13.9. Notwithstanding the above, the PlumbCheck Group PTY LTD will not attend the SITE to attend to any issues in respect of the warranty set out above until all outstanding payments have been made.

14. Limitation of liability

14.1. The PlumbCheck Group PTY LTD's liability to the BUYER or any third party is strictly limited to the cost of re-performing the works outlined in the QUOTE.

14.2. The PlumbCheck Group PTY LTD shall not be liable for any consequential loss or damage, including but not limited to, loss of profits, incidental, special, exemplary, indirect or consequential damages resulting from or in connection with any work performed, or any damage or problem caused, regardless of if covered by this limited warranty. The BUYER'S right to repair or replacement

are the BUYER's exclusive remedies.

14.3. The warranties provided for herein shall commence upon the substantial completion of the contracted work, or if the work is done in phases, upon completion of any specific portion of the work, and not upon acceptance or inspection by any person or party. Nothing contained in this provision shall be construed to extend the term of any warranty provided herein.

14.4. The PlumbCheck Group PTY LTD does not warrant any materials supplied by the BUYER.

14.5. There is no warranty on drain cleaning unless the PlumbCheck Group PTY LTD expressly stated in the QUOTE. If there is a warranty provided and agreed by the PlumbCheck Group PTY LTD, it would be the only one relevant to the QUOTE drain cleaning works.

15. Drain cleaning inspection

15.1. The BUYER shall hold the PlumbCheck Group PTY LTD harmless, and shall be solely responsible for any damage or expense incurred to remove, restore, repair or replace its premises and/or any portion thereof, as well as the damaged equipment of the PlumbCheck Group PTY LTD, if any tool, drain cleaning cable, water jetting hose, or other equipment of the PlumbCheck Group PTY LTD becomes stuck in a drainage line in the prosecution of the PlumbCheck Group PTY LTD conducting the contracted work.

15.2. If there is a sewage spill, including one deemed hazardous, the cost of clean-up is the sole responsibility of the BUYER.

15.3. Removal of tree root growth or blockage alone will not ensure that similar problems will not recur and as such carries no guarantee unless otherwise stated herein.

16. Electronic locating

16.1. The BUYER acknowledges that electronic locating is not always accurate and there are factors involved with this procedure that could very well generate false readings. Therefore, the BUYER shall hold the PlumbCheck Group PTY LTD harmless from any claim, loss, or damage resulting from this procedure.

16.2. The BUYER additionally agrees that any line located by the PlumbCheck Group PTY LTD will be exposed by manual excavation means only and will be verified of its exact location before any layout or work of any type is performed.

17. Delivery of Goods & Services

17.1. Delivery of Goods and Services shall be made to the BUYER's nominated address stipulated in the Order.

17.2. It is the BUYER's responsibility to:

(a) obtain all consents (including Body Corporate if the property is part of a Strata Plan) and to make all arrangements to provide the PlumbCheck Group PTY LTD with access to the SITE where the Goods and Services are to be delivered and performed.

(b) provide the PlumbCheck Group PTY LTD with full details of any statutory restrictions or consents which may affect the PlumbCheck Group PTY LTD in delivering

the Goods or performing the Services; and

(c) provide the PlumbCheck Group PTY LTD, its contractors and employees with safe and reasonable access to the SITE where the Services are to be performed or to where the Goods will be delivered including the removal of any furniture or personal items that may impede access (the BUYER takes full responsibility for any loss or damage caused due to the BUYER not taking reasonable action to minimise the risk of damage); to allow the PlumbCheck Group PTY LTD's employees and contractors to deliver the Goods and perform the

Services during usual business hours.

17.3. Any time or date nominated or accepted by the PlumbCheck Group PTY LTD for performance, delivery, dispatch, or arrival of the Goods or performance of the Services is an estimate only and does not constitute a term or condition of these Terms and Conditions or of the Contract.

17.4. The PlumbCheck Group PTY LTD is not liable for the consequences of any delay as a result of any cause outside the reasonable control of the PlumbCheck Group PTY LTD, notwithstanding that any such cause may be operative at the time of entering the Contract or accepting an Order. In these circumstances, the PlumbCheck Group PTY LTD may reasonably extend the time for performance, delivery, dispatch or arrival of the Goods or performance of the Services or cancel the Contract without incurring any Liability.

17.5. Time for performance, delivery, dispatch or arrival of the Goods or performance of the Services is not of the essence of the Contract and the BUYER may not cancel the Contract for any failure by the PlumbCheck Group PTY LTD to deliver the Goods or perform the Services by the estimated date.

17.6. Unless otherwise stated in writing, the PlumbCheck Group PTY LTD may make any partial deliveries of the Goods or performance of the Services, by instalments in any amounts the PlumbCheck Group PTY LTD may determine, and these Terms and Conditions apply to each partial delivery or instalment. Each part or instalment is taken to be sold under a separate Contract incorporating these Terms and Conditions.

17.7. The PlumbCheck Group PTY LTD may cancel the delivery of Goods or Services at any time before the Goods are delivered by notice in writing to the BUYER. The PlumbCheck Group PTY LTD shall not be liable for any loss or damage whatever arising from such cancellation.

18. Transfer of Title

18.1. Title in the Goods remains with the PlumbCheck Group PTY LTD until the Goods as well as any other amounts owing by the BUYER to the PlumbCheck Group PTY LTD have been paid for in full.

18.2. Until the title in the Goods passes, the BUYER must hold the Goods on a fiduciary basis as bailee for the PlumbCheck Group PTY LTD, keep the Goods separate from all other goods in its possession and marked in such a way that they are clearly identified as property of the PlumbCheck Group PTY LTD; and upon request, deliver up the Goods back to the PlumbCheck Group PTY LTD. If the BUYER fails to deliver up the Goods, the PlumbCheck Group PTY LTD may, without notice, enter the BUYER's premises to recover the Goods.

18.3. The BUYER must not deal with or dispose of the Goods until the title in the Goods has passed to the PlumbCheck Group PTY LTD.

19. Risk

19.1. The Goods or Services are supplied to the BUYER at the BUYER's own risk from the time that the PlumbCheck Group PTY LTD notifies the BUYER that the Goods or Services are available for collection or delivered. Notwithstanding that title may remain with the PlumbCheck Group PTY LTD the BUYER shall insure the full value of the Goods from this date, and the PlumbCheck Group PTY LTD is not under any obligation to insure the Goods from this date.

19.2. Whilst the Goods are in the possession of the BUYER before title in the Goods has passed, the BUYER must, at its sole expense, keep the Goods in the same condition as that in which they were delivered and make good any damage or

deterioration.

20. Return of Defective Goods & Warranty

20.1. In addition to any other rights the BUYER may have under the Australian Consumer Law and subject to any rights the PlumbCheck Group PTY LTD may have under the Australian Consumer Law or otherwise, the PlumbCheck Group PTY LTD will accept a return of defective Goods

from the Purchaser if:

(a) the BUYER notifies the PlumbCheck Group PTY LTD within seven (7) days of receiving the Goods of any alleged defect, shortage in quantity, damage or failure to comply with the QUOTE.

(b) the Goods are in the same condition as they were in when supplied to the BUYER and their packaging is undamaged; and

(c) the Goods are returned to the PlumbCheck Group PTY LTD by the BUYER within 14 days of their Delivery including deemed Delivery, but only after having received the PlumbCheck Group PTY LTD's express written approval to return the Goods

20.2. If the BUYER fails to comply with the terms of clause 1 the Goods shall be conclusively presumed to be in accordance with the terms of the Order and free from any defect, damage or shortage of quantity.

20.3. If the Goods are defective and returned to the PlumbCheck Group PTY LTD strictly in accordance with the terms of clause 1 the PlumbCheck Group PTY LTD

shall, at its discretion:

(a) replace the Goods; or

(b) refund the BUYER's purchase Price or part of the Price where only part of the Goods delivered are defective.

20.4. If the BUYER wishes to return Goods that are not defective or faulty, the PlumbCheck Group PTY LTD may in its absolute discretion accept

the return of the Goods and will charge the BUYER a 20% handling charge 30% restocking fee, plus the transport and freight costs incurred by the PlumbCheck Group PTY LTD.

20.5. If the Goods and Services supplied by the PlumbCheck Group PTY LTD come with a manufacturer's warranty the only warranty given by the PlumbCheck Group PTY LTD shall be the warranty received from the manufacturer, subject to any provision set out in the Australian Consumer Law, and the PlumbCheck Group PTY LTD shall not be obliged to provide any warranty greater than the manufacturer's warranty.

20.6. The PlumbCheck Group PTY LTD warrants that any Services provided by the PlumbCheck Group PTY LTD or Goods supplied that do not come with a manufacturer's warranty will be free from defect, fit for their intended purpose and performed in a proper and workman like manner. Any breach of this warranty by the PlumbCheck Group PTY LTD shall be limited to the replacement of the Goods and Services or a refund of the Price and under no circumstances will the PlumbCheck Group PTY LTD be liable to the BUYER for any Liability, indirect or consequential losses or damages.

20.7. If there is a defect in the Goods and Services supplied by the PlumbCheck Group PTY LTD the BUYER acknowledges and agrees that it shall notify the PlumbCheck Group PTY LTD of the alleged defect, provide the PlumbCheck Group PTY LTD with a reasonable opportunity to inspect the alleged defect and if the PlumbCheck Group PTY LTD agrees the Goods or Services are defective than provide the PlumbCheck Group PTY LTD with a reasonable opportunity to

return and repair the agreed defective Goods or Services. The PlumbCheck Group PTY LTD shall not be liable to pay for the costs or expense for any parts, materials, items or goods situated within the area of the defective works and shall only be liable for the repair and or replacement of the original Goods or Services supplied.

20.8. Without waiver of the PlumbCheck Group PTY LTD's rights under this Contract the PlumbCheck Group PTY LTD will make good any loss or damage to the

work or property of the BUYER directly caused by the PlumbCheck Group PTY LTD or the PlumbCheck Group PTY LTD's employees, agents or subcontractors and

such repair or replacement work will be limited to the damaged area only and is on a like for like basis, not new for old.

21. Unforeseen conditions

21.1. If in the discretion of the PlumbCheck Group PTY LTD conditions and/or circumstances are encountered at the SITE which are (1) concerning physical conditions, or (2) unknown physical conditions of an unusual nature, which differ materially from that which is visually ascertained, the BUYER agrees to accept responsibility for such conditions and those circumstances outside the control of the PlumbCheck Group PTY LTD and further agrees to pay for any labour or materials, including repair to damaged equipment of the PlumbCheck Group PTY LTD and other plumbing caused by such conditions and/or circumstances.

21.2. Unforeseen excavation

(a) Underground excavation entails the possibility of encountering unexpected subsoil conditions including, but not limited to, rock, clay, shale, sink holes etc. Reasonable efforts will be made by the PlumbCheck Group PTY LTD to locate or predict such conditions, but no

warranty is expressed or implied as to what will be discovered or encountered during underground excavation.

b) any adverse conditions which arise during excavation will require additional work which will be billed at time and materials above and in addition to the amount shown on the QUOTE. By entering into this agreement, the BUYER agrees to these potential additional charges which may include work by others where necessary in the opinion of the PlumbCheck Group PTY LTD.

21.3. Unforeseen service lines and cables

(a) Digging entails the possibility of encountering unexpected service lines and cables running through the SITE. Reasonable efforts will be made by the PlumbCheck Group PTY LTD to locate or predict such service lines and cables, but no warranty is expressed or implied as to what will be discovered or encountered during digging.

(b) the BUYER agrees to accept responsibility for any damage caused by the PlumbCheck Group PTY LTD to such service lines or cables and further agrees to pay for any labour or materials required to rectify the damage.

21.4. Hot works:

(a) Hot works including but not limited to welding and grinding, entail the possibility of setting off fire alarms on the SITE.

Reasonable efforts will be made by the PlumbCheck Group PTY LTD to prevent this from occurring, although the BUYER takes responsibility for

disabling the alarms and/or notifying the relevant fire authorities that hot works are being performed so as to prevent any call-out fees. The BUYER is responsible for any call-out fees incurred. It is the intent of this provision to make the BUYER responsible

for all:

(i) unforeseen and concealed conditions; and
(ii) for that which the PlumbCheck Group PTY LTD cannot control or anticipate. Accordingly, the BUYER further agrees to hold the PlumbCheck Group PTY LTD

harmless and shall indemnify and defend the PlumbCheck Group PTY LTD and all its agents and employees from and against all claims, damages, losses and expenses including but not limited to legal fees, consequential damages, arising out of or as a result of the performance of the PlumbCheck Group PTY LTD's work involving, affecting, or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by the PlumbCheck Group PTY LTD, except where the damages arise from the PlumbCheck Group PTY LTD's sole negligence.

(b) The PlumbCheck Group PTY LTD has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the SITE or the BUYER's property and has not conducted any such investigation. The PlumbCheck Group PTY LTD does not perform asbestos or other hazardous material or substance removal and the PlumbCheck Group PTY LTD shall have no responsibility whatsoever for any such removal. The BUYER expressly releases and shall hold the PlumbCheck Group PTY LTD harmless from any liability whatsoever and for all claims arising out of its presence, release, remediation or removal and for any costs, losses or damages the BUYER may suffer or sustain if it is found to exist on the SITE or on the BUYER'S property.

22. Dispute resolution

22.1. The BUYER acknowledges, understands and agrees to pay for any and all detriment proximately caused by the BUYER'S

breach of this agreement, including but not limited to damages for the delay or acceleration of this agreement, office administration fees, court, arbitration and lien filing fees, collection costs, interest, detriment caused by a loss of operating capital, and all losses associated in pursuit of relief from the BUYER'S breach of this agreement.

22.2. If the BUYER or the PlumbCheck Group PTY LTD consider a dispute has arisen in relation to any matter covered by this agreement, that party must give the other party written notice of the dispute. If the dispute cannot be resolved with the help of a mutually agreed third party, or if a third party cannot be mutually agreed to, either party may refer the matter to the Fair-Trading/Small Claims Tribunal.

23. Responsibilities of buyer

23.1. The BUYER represents that, except as described in the QUOTE, all plumbing drainage, gas fitting, and roofing systems are in good order and condition and agrees to hold the PlumbCheck Group PTY LTD harmless for the discovery of defective conditions.

23.2. The BUYER shall notify the PlumbCheck Group PTY LTD on whether their asset/property is/was fully compliant prior to us assessing and or carrying out works. The PlumbCheck Group PTY LTD does not take responsibility for work/s prior to the QUOTE provided, and as outlined in this QUOTE if the pre-existing structures or materials are non-compliant.

23.3. The PlumbCheck Group PTY LTD would also like access to plans to the premises or area of works before, during and possibly after works have been carried out, should they be required. If additional costs are accrued as a result of the PlumbCheck Group PTY LTD obtaining such documents, this is not included in the price of the QUOTE provided and will be charged at the RRP plus an admin fee of \$25.00.

24. Breach and BUYER Insolvency

24.1. The PlumbCheck Group PTY LTD may, without prejudice to any other claim or right the PlumbCheck Group PTY LTD may have, terminate the Contract

immediately and any other Contract, agreement or arrangement with the BUYER if:

(a) The BUYER defaults on or breaches its obligations to the PlumbCheck Group PTY LTD, whether under the Contract or otherwise.

(b) The BUYER makes, or enters into any negotiations for, any arrangement or composition with its creditors or any of them.

(c) The BUYER commits any act of bankruptcy or if any petition in bankruptcy is presented against it.

(d) The BUYER is a corporate body and the BUYER becomes insolvent or goes into liquidation or if a receiver of the BUYER's assets or undertaking or any part of the BUYER's assets is appointed.

(e) The BUYER is unable to pay its debts.

(f) The BUYER has cancelled or threatened to cancel a payment; or

(g) Any consents, authorisations, licences or insurances which the BUYER is obliged to obtain and maintain are not obtained or maintained in full force and effect.

25. Termination of contract

25.1. The BUYER may terminate this agreement before initiation of the work.

However, the cancellation of a booked job will

incur a standard call-out/assessment fee, as specified at the time of booking if not cancelled prior to 24 hours before the

technician's arrival time. Fees relevant to non-refundable (customised)

materials, and delivery charges. Any and all deposits that

have been paid by the BUYER prior to cancellation shall be forfeited as liquidated damages.

25.2. If the BUYER instructs the PlumbCheck Group PTY LTD to cease work before work is completed, the BUYER shall immediately pay for all necessary inspections by the relevant authority and all work carried out and materials and equipment used up to the time the PlumbCheck Group PTY LTD ceases work, including any work carried out after the BUYER'S instructions are given in order to make the SITE secure as to health and safety as required by relevant legislation. In the event the BUYER cancels this agreement, any deposit paid shall be forfeited. If the amount due exceeds the amount of the deposit the BUYER must pay the balance due to the PlumbCheck Group PTY LTD within seven (7) days of receiving written notice of the amount due.

25.3. If the amount due is less than the deposit the PlumbCheck Group PTY LTD must refund to the BUYER, the surplus balance within seven (7) days of the PlumbCheck Group PTY LTD calculating the amount due and owing to it.

26. Miscellaneous exclusions

26.1. Unless otherwise provided for herein, the following are not included in, and not part of this agreement, including but not limited to rock or shale excavation, backhoe hire, tree removal, shoring, dewatering, authorities' fees and charges, or any other work not mentioned in this contract.

27. Promotional emails, Special offers deals and discounts

27.1. The BUYER consents to receiving promotional emails, including surrounding the services provided by the PlumbCheck Group PTY LTD, new offers and information about the PlumbCheck Group PTY LTD. The BUYER may choose to opt-out of receiving promotional emails anytime.

27.2. Percentage discount or money off special offers from the PlumbCheck Group PTY LTD can only be used to discount the price of Goods or

Services purchased from the PlumbCheck Group PTY LTD and are not valid for use against the callout fee charge, which must be paid in full and the discount will only be applied against Goods or Services purchased.

27.3. Only one discount offer can be used when purchasing Goods or Services from the PlumbCheck Group PTY LTD and multiple discounts on a single invoice are not permitted.

27.4. Set price special offers advertised for a service or product are for that product or service only and do not include the callout fee applicable to that trade at the time of booking.

28. Insurance claims and report writing and liaison

28.1. The BUYER acknowledges that a fee of \$180.00 will be charged separately from the QUOTE for further administration requests made by the BUYER's Insurance/ Body Corporation/ Government bodies. If the BUYER does not agree to pay the estimated cost of a detailed report, the PlumbCheck Group PTY LTD will be under no obligation to provide the report requested. The PlumbCheck Group PTY LTD

also reserves the right to request payment in advance for the costs of preparing the detailed report.

28.2. The BUYER acknowledges that the BUYER will be the primary contact with the BUYER's Insurance/ Body Corporation/ Government bodies.

28.3. The BUYER acknowledges that a fee of \$180.00 will be charged separately from the QUOTE for further administration requests made by the BUYER's Insurance/ Body Corporation/ Government bodies. If the BUYER does not agree to pay the estimated cost of a detailed report, the PlumbCheck Group PTY LTD will be under no obligation to provide the report requested. The PlumbCheck Group PTY LTD

also reserves the right to request payment in advance for the costs of preparing the detailed report.

29. Applicable Law

29.1 The applicable law that applies to this agreement is the state or territory where the works are carried out

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Kind Regards,

Kim McG Admin & Accounts PlumbCheck Group PTY LTD

This email is confidential and may contain legally privileged information. If you are not the intended recipient, you must not disclose or use the information contained in it. If you have received this email in error, please notify us immediately by return email and delete the document.