

TRADING TERMS AND CONDITIONS

For the consideration stated in these Terms and Conditions, the contractor agrees that the work will be performed in a professional and timely manner using suitable materials. The work will be completed by and/or under the supervision of the holder of a licence in compliance with legislation and work health and safety requirements.

DESCRIPTION OF WORK

The description of work is based on the contractors' professional opinion of the work environment and job at hand. Please note that the actual extent of work involved in some cases may not be evident before work commences. Any estimate or quote provided by the contractor is in good faith but without warranty as to the final amount payable.

The contractor will advise the client, as soon as practicable, of any substantial unforeseen problems that will alter the duration of work and/or value of the quote.

Unless specifically stated in writing all quotations and/or estimates are based on professional assumptions of the location of existing drainage, water or gas lines. Should connection of these lines prove to be other than assumed location, inaccessible locations, or not in suitable condition to be connected, the additional cost involved with carrying out the work will constitute a variation to the quote and/or estimate.

DRAIN BLOCKAGE

The presence of root growth or blockages generally indicates damaged pipes. No warranty can be given on clearing a blocked drain. Simply clearing away the blockage with an eel, high pressure water blaster or plunger does not mean the original problems causing it to block has been rectified. Common causes include collapsed, cracked or misaligned pipes. Regrowth of tree or grass roots will also cause a drain to block again. Drain inspection via camera is available and highly recommended to diagnose these faults. A warranty can only be given for a section of drain that has been excavated and replaced in PVC piping. If you have a recurring problem, please ask the service technician for a quotation to replace the affected section of the drain. Should any Contractor's equipment become lodged in the customers faulty drain it will be removed at the Clients expense or monetary compensation to the total replacement value will become payable to the Contractor within seven (7) days.

BURIED OR UNSEEN SERVICES

The Client will indemnify the Contractor and keep the Contractor 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. The Contractor will not be liable for any repair work and 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; and
- c Consequential or economic loss of any kind.

HOURLY RATES / WORKING HOURS

Labour is billed in 1/2 hour increments from the time of arrival and includes travelling to and from the job to pick up plant & materials, testing, any repairs or work carried out, cleaning up after ourselves, discussions with the client and packing away tools and equipment. Work may be carried outside ordinary hours of work (8-4.30pm, Monday - Friday inclusive) and will therefore be charged at the after hours rate with the client's approval.

ROCK FILLED TREE ROOT INFESTED GROUND

Unless specifically stated in writing our quotation and/or estimates do not include rock excavation, removal of tree roots, dewatering or supportive work such as pier and beams for filled or made up ground.

ROOFING

Unless specifically stated in writing our quotation and/or estimates for repairs to roof and roof leaks are based on visual evidence at the time of inspection. No responsibility will be accepted should the leaks be found to be emanating from another cause. No guarantees are given for roof leaks.

COVID WORK SAFE PRACTICES

The Contractor will implement a COVID-19 safety plan for the site, for clients, residents and workers. During the course of works, if directed by NSW Health; or if our clients, neighbouring residents, or our workers become ill with COVID-19; then works and associated timeframes may be impacted. There would be no financial impact to the Contractor in such a situation. We will discuss this matter with our client if it arises.

PAYMENT

The due date for payment shall be the date of the final account to the client once work is completed (unless agreed previously for progress payments). The final payment value features on the tax invoice as sub total plus GST to equal the total value. Payment is to be made by cash, cheque, credit card or direct transfer into Woolly's Water Works Pty Ltd bank account and without deduction unless otherwise agreed.

If agreed, regular progress claims will be made during the course of works which are required to be paid within seven (7) days of the invoice date. Balance due on completion of quoted work and payment required within seven (7) days of final invoice date.

Interest on unpaid amounts shall be charged at the current general interest charge (GIC) from the due date until the date of payment.

All invoices are issued under the NSW Building & Construction Industry Security of Payment Act 1999.

DEFAULT & CONSEQUENCES OF DEFAULTS

Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.

If the Client defaults in payment of any invoice when due, the Client shall indemnify the Contractor from and against the entire Contractor's costs and disbursements including on a solicitor and own client basis and in addition all of the Contractor's nominated costs of collection.

Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Contractor may suspend or terminate the supply of Goods to the Client and any of its other Obligations under The Terms and Conditions. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor exercised its rights under this clause.

If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

INDEMNITY AND LIABILITY

The client indemnifies the contractor against any liability of claim arising out of damage to the premises, the site or moveable property left at the site where the work is to be executed or in respect of injury to any person on the site or premises with the permission of the client provided that the contractor is not guilty of negligence that causes the damage or injury.

INSURANCE

The contractor shall insure against:

- a Liability under the Workers' Compensation Act and at common law in respect of persons employed by the contractor;
- b Liability to third persons in respect of personal injury and property damage;
- c Loss or damage to the work in progress.

GUARANTEE OF WORKMANSHIP

a) We offer a standard 90 day parts and labour warranty on new items only that have been supplied and installed by us. If a part on a larger assembly is replaced that part only is under warranty. We will replace it free of charge with no cost to the client if it is found to be defective or installed incorrectly, however no other section of that assembly is covered. Similarly, if an existing item or assembly belonging to the client is modified or adjusted instead of being replaced, there is no warranty given;

b) If the defect IS not due to workmanship of the contractor or the materials, the client shall pay the contractor for their attendance including all work carried out to establish the cause of the problem at the contractor's then current rates of labour, materials and equipment use;

c) It is acknowledged that the contractor does not guarantee any goods beyond the Manufacturer's warranty.

PROPERTY

Even if Woolly's Water Works Pty Ltd grants any credit facility and/or time to pay:

a Property in Products shall not pass to the Customer until payment in full and all monies owed to Woolly's Water Work Pty Ltd are met;

b Woolly's Water Work Pty Ltd reserves the right to take possession and dispose of Products as it sees fit at any time until full payment;

c The Customer grants permission to Woolly's Water Work Pty Ltd to enter any property to recover the Products and with such force as is necessary.

DISPUTE RESOLUTION

If any disputes arise between the client and the contractor as to any other matter concerning the agreement terms, then either party may give the other written notice of the dispute. Within five days after the giving of such notice, the parties shall meet at least once to resolve the dispute and the person attending must have the authority to agree to a resolution. If written notice of complaint is not received then it is presumed that the work has been carried out to the satisfaction of both parties involved.