

SCHEDULE OF FEES:

Hourly Rate	\$95 per hour including GST - Minimum charge 1 hour
Travel	Included in hourly rate commencing from our nominated business premises
Expenses	All parts and materials are payable in addition unless stated otherwise

TERMS AND CONDITIONS

1. ACCEPTANCE

1.1 Parties: These Terms are between Wellsteed Enterprise Pty Ltd trading as Blackbutt Plumbing Solutions ABN 82 144 902 643, its successors and assignees (referred to as “**we**” and “**us**”) and you, the person, organisation or entity entering this Agreement (referred to as “**you**”). These Terms apply to all Services provided by us to you.

1.2 You agree that these Terms and the Quote or the Schedule of Fees form the agreement under which we will supply Services to you (Agreement). Please read these Terms carefully. Please contact us if you have any questions. Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms.

Our Contact details:

Phone: 0408 131 035

Email: admin@blackbuttplumbing.com.au

Address: 280 Bowman Road, BLACKBUTT QLD, 4314

1.3 Acceptance: You have requested the Services. You accept these Terms by:

- (a) signing and returning the Quote;
- (b) confirming in writing, including by email or SMS that you accept the Quote;
- (c) accepting the Quote online;
- (d) booking/confirming a call out for Services;
- (e) allowing us to proceed with the Services; or
- (f) making part or full payment for the Services.

2. OUR SERVICES

2.1 We agree to perform the Services with due care and skill in compliance with any requirements under Australian Standards.

2.2 We reserve the right to refuse any request that we deem inappropriate, unreasonable, non compliant or illegal.

2.3 We may provide the Services to you using our employees, contractors and third party providers, and they are included in these Terms.

2.4 Third parties who are not our employees or our direct contractors will be your responsibility. We are not responsible for the products or services provided by those third parties.

2.5 Any timeframes provided to you are an estimate only and subject to change. We are not liable for any delays.

3. PAYMENT

3.1 Deposit: If we request a Deposit, we will not commence performing the Services until you have paid the Deposit or the first instalment of our Fees.

3.2 If the Quote or Schedule of Fees states that the Fees and Expenses are an estimate only, you acknowledge that the final Fees and Expenses may be more or less than the estimated amounts. We will endeavour to inform you of any material variation as it becomes apparent.

3.3 You agree to pay us the Fees and Expenses set out in the Quote or Schedule of Fees. All amounts are stated in Australian dollars (AUD). All amounts include Australian GST (where applicable) unless stated otherwise. Payment may be made by way of payment methods as set out in our invoice when purchasing our Services. Personal cheques are not accepted.

3.4 You agree to pay our Invoices by the payment date set out on the invoice. If you do not pay by the payment date, we may cease to provide the Services or any future services to you until we receive payment.

3.5 We may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date.

3.6 If invoices are unpaid after the payment date, we have the right to engage debt collection services for the collection of unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed to us.

3.7 We reserve the right to report bad debts to independent credit data agencies.

4. YOUR OBLIGATIONS AND WARRANTIES

4.1 You warrant that:

- (a)** There are no legal restrictions preventing you from agreeing to these Terms;
- (b)** You will cooperate with us, and provide us with information that is reasonably necessary to enable us to perform the Services as requested from time to time, in a timely manner;
- (c)** The information you provide to us is true, correct and complete;
- (d)** You will not infringe any third party rights in working with us and receiving the Services;
- (e)** You will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that the Parties will use all reasonable efforts to resolve your concerns;
- (f)** You are responsible for obtaining any consents, licences and permissions from other parties necessary for the Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
- (g)** You will ensure that, if the Services are to be performed on a property, you are authorised to occupy the premises and obtain the Services;
- (h)** You will ensure that if the Services are to be performed on a property, that at all times the property is safe and that all facilities provided by you for the purposes of enabling the Services to be performed are also safe, including restraining any pets;
- (i)** All fixtures, fittings or materials of yours on site will be stored, handled and installed at your sole risk provided that we shall take reasonable care in dealing with them;
- (j)** You will ensure that we have free and unimpeded access to the place in which the Services are to take place and that you will do all things to ensure that we are not delayed by matters within your control;
- (k)** You accept that we have the right to impose stand down charges and recover additional costs incurred where work is delayed by reason not in our control and where we are unable to reasonably reschedule services;
- (l)** Upon completion of the Services, you must inspect our work immediately and let us know within 2 Business Days if you have any concerns; and
- (m)** You will not employ, canvass, solicit, entice, induce or attempt to employ our employees or contractors.

5. VARIATIONS

5.1 Where we provide a Quote to you, the Fees and Services can be varied by written agreement between us, including by email.

5.2 We may at any time, in writing, inform you of the need for us to perform a Variation.

5.3 If you request a Variation to the Services, we have discretion as to whether we make the Variation.

5.4 Variations will not invalidate these Terms or be regarded as a repudiation of these Terms by us.

5.5 If in our reasonable opinion a Variation requires additional time to perform the Services, then we will amend the term of this Agreement after consultation with you.

5.6 If we need to charge an additional fee for a Variation (Additional Fee), then we will provide a written quote for the Additional Fee to you prior to commencing performance of the Variation. If:

(a) You accept the quote then these Terms are amended to incorporate the Variation and the Additional Fee but otherwise remains the same; or

(b) You do not accept the quote we may in our discretion terminate these Terms immediately.

5.7 If we are unable to accommodate the Variation, we may request that we be paid for Services performed to date and terminate these Terms.

6. UNDERGROUND WORK

(a) When we are engaged to undertake underground plumbing work, we may request that you obtain plans of underground pipes and cables on the property before the proposed work on the property.

(b) Should you fail to provide us with the appropriate plans for the property when requested you will indemnify us from any claim for costs, expenses or losses from a third party for any damage to third party property, including the asset owner.

(c) You agree and acknowledge that you are responsible for the costs incurred by us as a result of us striking ground that is harder to dig than normal in our absolute discretion.

7. WORK HEALTH & SAFETY

You agree and acknowledge that:

(a) Whilst works are being carried out the property is considered a work site and therefore must comply with all legislation and must follow the following conditions.

(b) An approximate age of the property must be advised to ascertain potential risk.

(c) Disclosure of the presence of asbestos, where known by you, within the work site must be made prior to the commencement of works.

(d) All work areas must be free of potential hazard to us and any of our representatives.

(e) Any representative of ours can refuse to complete the Services if they believe that the working environment is in breach of company policy and/or legislation.

8. FEEDBACK AND DISPUTE RESOLUTION

8.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us.

8.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

(a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.

(b) If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

8.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

9. RETENTION OF TITLE

9.1 Title in any goods we supply to you does not pass to you until they have been paid for in full, even if we have installed them.

9.2 To the extent allowed by law, if you fail to make a due payment, we may enter the site or your premises and take reasonable action to remove the goods without us being liable to you for damage to the site, premises of the goods caused by such removal.

10. TERM AND TERMINATION

10.1 Either Party may terminate these Terms if there has been a material breach of these Terms, subject to following the dispute resolution procedure.

10.2 We may terminate these Terms immediately, at our sole discretion, if:

- (a) You commit a non-remediable breach of these Terms;
- (b) You commit a remediable breach of these Terms and do not remedy the breach within a reasonable time after receiving written notice of the breach;
- (c) We consider that a request for the Services is inappropriate, improper or unlawful;
- (d) You fail to provide us with clear or timely instructions to enable us to provide the Services;
- (e) We consider that our working relationship has broken down including a loss of confidence and trust;
- (f) For any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe; or
- (g) You fail to pay an invoice by the due date.

10.3 On termination of these Terms you agree that any Deposit or payments made are not refundable to you, and you are to pay for all Services provided prior to termination, including Services which have been performed and have not yet been invoiced to you.

10.4 On termination of these Terms, you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and/or Intellectual Property.

10.5 On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and Intellectual Property, and/or documents containing or relating to your Confidential Information and/or Intellectual Property.

10.6 On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

10.7 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

11. INSOLVENCY

11.1 If either Party:

- (a) being a person, becomes bankrupt or makes an assignment of its estate for the benefit of its creditors;
- (b) being a company, becomes insolvent, has a liquidator, provisional liquidator, administrator or receiver appointed or takes or has taken or instituted against it any action which may result in the liquidation of the company or if it enters into any Subcontract with its creditors,

the other Party may, without issuing a notice to show cause, terminate the Agreement by written notice.

12. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

12.1 Service Standard: We will provide the Services with due care and skill, the Services will be fit for the purpose that we advertise, and we will supply the Services within a reasonable time.

12.2 ACL: Certain legislation including the Australian Consumer Law (**ACL**) in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).

12.3 Statutory Rights: Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Services is governed solely by the ACL and these Terms.

12.4 Warranties: Except for your Statutory Rights and Our Warranty, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind. For products not manufactured by us, the warranty shall be the current warranty provided by the manufacturer.

12.5 Delay: Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services, where it is affected by your delay in response or supply of incomplete or incorrect information.

12.6 Referrals: We may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or their failure to advise or provide services.

12.7 Availability: To the extent permitted by law, we exclude liability for:

- (a) the Services being unavailable; and
- (b) any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.

12.8 Disclaimers: To the extent permitted by law we disclaim all responsibility and liability for:

- (a) any asbestos handling or removal;
- (b) any delays caused for reasons out of our reasonable control, including but not limited to delays for parts;
- (c) products or services you purchase from a third party;
- (d) damage caused to your property other than due to our negligent act or omission;
- (e) any pre-existing defects or damage – we assume that any existing infrastructure complies and meets AS codes;
- (f) any additional fees that arise unexpectedly as part of the job, that could not be reasonably identified initially;
- (g) any disturbance or rectifications made to an unforeseen service such as any cables, water pipes, gas pipes, storm water drains or optic cables;
- (h) any damage caused due to our reliance on inaccurate plans including but not limited to service plans showing incorrect depth;
- (i) personal injury caused to you or any third party other than due to our negligent act or omission; and
- (j) any damage to toilet pans or cisterns whilst removing.

12.9 Limitation: To the extent permitted by law, our total liability arising out of or in connection with the Services, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates. In the case of goods supplied or offered by us, either, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of having the goods replaced or the payment of the cost of having the goods repaired. Our total liability to you for all damages in connection with the Services will not exceed the price paid by you under these Terms and pursuant to the Schedule of Fees for the 12 month period prior to the act which gave BLACKBUTT PLUMBING SOLUTIONS TERMS AND CONDITIONS Page 4 of 4 rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.

12.10 This clause will survive the termination of these Terms.

13. INDEMNITY

13.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

- (a) any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation;
- (b) your breach of these Terms;
- (c) any misuse of the Services by you, your employees, contractors or agents;
- (d) your breach of any law or third party rights; and
- (e) any injury caused by your property (or access to the property) and/or your equipment being unsafe.

13.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

13.3 This clause will survive the termination of these Terms.

14. GENERAL

14.1 Privacy: We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

14.2 GST: If and when applicable, GST payable on the Fee for the Services will be set out on our invoices. You agree to pay the GST amount at the same time as you pay the Fee.

14.3 Severance: If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

14.4 Force Majeure: We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.

14.5 Jurisdiction & Applicable Law: These terms are governed by the laws of Queensland and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.

14.6 Entire Agreement: These Terms and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

15. DEFINITIONS

15.1 Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Queensland, Australia.

15.2 Claim/Claims includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute, whether indirect, incidental, special, consequential and/or incidental, and whether involving a third party or a Party to the Terms or otherwise.

15.3 Confidential Information includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as "confidential".

15.4 Expenses set out in the Quote or Schedule of Fees.

15.5 Fees as set out in the Quote or Schedule of Fees.

15.6 GST means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

15.7 Intellectual Property includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any Confidential Information.

15.8 Quote means the quotation to which these Terms are attached (if any).

15.9 Party and **Parties** means a party or parties to these Terms.

15.10 Schedule of Fees means the schedule of fees forming part of this Agreement as amended by us from time to time.

15.11 Services means any services that we provide to you under these Terms.