

## **Terms & Conditions of Trade- Pressure and Flow Pty Ltd**

Any and all works carried out by Pressure and Flow 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 Pressure and Flow Pty Ltd.

### **1.0 Definitions**

1.1 "Pressure and Flow Pty Ltd" shall mean Pressure and Flow Pty Ltd, or any agents, contractors and employees hereof.

1.2 "Client" or "customer" shall mean the client, or any person acting on behalf of & with the authority of the client, or any person purchasing products & services from Pressure and Flow Pty Ltd.

### **2.0 Payments**

2.1 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.

2.2 Direct deposit, Credit card & cash payments accepted only. I give permission to Pressure and Flow Pty Ltd 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.

2.3 Any payments which fall overdue shall incur a non-negotiable late fee of 10% plus an administration fee per month of \$50.00 plus interest until paid in full.

2.4 All quoted works are subject to variations as required & are at the discretion of Pressure and Flow Pty Ltd 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.

2.5 Pressure and Flow Pty Ltd fees are subject to change without notification to the client.

2.6 Additional fees & charges shall apply outside of normal business hours 0700 to 1700 Monday to Friday.

2.7 Any supplied materials, tapware and fixtures shall remain the property of Pressure and Flow Pty Ltd until payment is received in full.

### **3.0 Default and Consequences of Default**

3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Pressure and Flow Pty Ltd sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

3.2 If the Client owes Pressure and Flow Pty Ltd any money the Client shall indemnify Pressure and Flow Pty Ltd from and against all costs and disbursements incurred by Pressure and Flow Pty Ltd in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Pressure and Flow Pty Ltd contract default fee, and bank dishonour fees). The Client hereby acknowledges that Pressure and Flow Pty Ltd has a lien over all personal property belonging to the Client to secure payment of any or all amounts outstanding.

3.4 Further to any other rights or remedies Pressure and Flow Pty Ltd may have under this contract, if a Client has made payment to Pressure and Flow Pty Ltd by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Pressure and Flow Pty Ltd under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

3.5 Without prejudice to any other remedies Pressure and Flow Pty Ltd may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions, Pressure and Flow Pty Ltd may suspend or terminate the supply of Works to the Client. Pressure and Flow Pty Ltd will not be liable to the Client for any loss or damage the Client suffers because Pressure and Flow Pty Ltd has exercised its rights under this clause.

3.6 Without prejudice to Pressure and Flow Pty Ltd other remedies at law Pressure and Flow Pty Ltd shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Pressure and Flow Pty Ltd shall, whether or not due for payment, become immediately payable if: (a) any money payable to Pressure and Flow Pty Ltd becomes overdue, or in Pressure and Flow Pty Ltd 's opinion the Client will be unable to make a payment when it falls due; (b) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

### **4.0 Cancellation Policy**

4.1 Pressure and Flow Pty Ltd may cancel these terms & conditions or cancel delivery of goods & services at any time. Pressure and Flow Pty Ltd shall not be liable for any loss or damage what-so-ever arising from such cancellation.

4.2 Placing a deposit with Pressure and Flow Pty Ltd secures & confirms your job. Where a deposit has been paid to Pressure and Flow Pty Ltd, deposits are non-refundable.

### **5.0 Workmanship Guarantee**

5.1 Pressure & Flow Membership Program includes a Lifetime Workmanship Guarantee for paying members as set out in clause 18.

5.2 Where a membership has not been purchased, the minimum Australian consumer law guarantees shall apply.

### **6.0 Intellectual Property**

6.1 Where Pressure and Flow Pty Ltd have designed or drawn Goods for the Client, then the copyright in those designs & drawings shall remain vested in Pressure and Flow Pty Ltd, and shall only be used by the Client at Pressure and Flow Pty Ltd 's discretion & with written consent to do so.

### **7.0 Clients Disclaimer**

7.1 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 Pressure and Flow Pty Ltd & the Client acknowledges that he/she buys the services of Pressure and Flow Pty Ltd relying solely upon his/her own skill & judgment & that Pressure and Flow Pty Ltd 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.

### **8.0 Underground Services**

8.1 The Client will indemnify Pressure and Flow Pty Ltd & keep Pressure and Flow Pty Ltd 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. Pressure and Flow Pty Ltd 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.

### **9.0 Rock & Filled Ground**

9.1 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.

9.2 Existing soils shall be returned to excavate 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.

### **10.0 Drains & Sewer**

10.1 The Client understands that the presence of plant/tree root growth &/or blockages generally indicates damaged pipes or incorrect use. 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 or guarantee 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.

10.2 The Client acknowledges that Close Circuit Television (CCTV) is a specialist piece of equipment which may or may not be used at Pressure and Flow Pty Ltd 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 be imposed.

10.3 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 Pressure and Flow Pty Ltd at completion of the works.

10.4 The Client will indemnify Pressure and Flow Pty Ltd & keep Pressure and Flow Pty Ltd indemnified against any liability, loss, claim or proceedings of any kind (whether arising under statute or common law) arising from the unblocking or attempted unblocking of any drains, sewer pipes or storm water lines.

### **11.0 Dispute Resolution**

11.1 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.

11.2 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.

11.3 Any arbitration shall be referred to the Queensland Civil and Administrative Tribunal (QCAT).

### **12.0 Compliance with Laws**

12.1 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.

12.2 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).

12.3 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.

### **13.0 General**

13.1 The client agrees to Pressure and Flow Pty Ltd using their personal information for marketing purposes & gives Pressure and Flow Pty Ltd permission to send out future advertising material.

13.2 The client agrees to Pressure and Flow Pty Ltd using before and after photos and videos showing works undertaken by Pressure and Flow Pty Ltd inside their home and property for marketing purposes.

13.2 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.

13.3 Pressure and Flow Pty Ltd does not accept any responsibility for damage to property during works being carrying out or by any subsequent plumbing failure arising from the scope of works conducted by Pressure and Flow Pty Ltd.

13.4 Pressure and Flow Pty Ltd shall not be held liable for any such delays for work not being completed due to weather conditions, shortage of labour, machinery or materials outside the direct control of Pressure and Flow Pty Ltd.

13.5 In the event of any breach of this contract by Pressure and Flow Pty Ltd the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Pressure and Flow Pty Ltd exceed the Price of the Goods.

13.6 Pressure and Flow Pty Ltd reserves the right to review & make changes to these terms & conditions at any time.

### **14.0 Cleanliness Guarantee**

14.1 At the sole discretion of Pressure and Flow Pty Ltd, up to two hours of professional cleaning services may be arranged and paid for by Pressure and Flow Pty Ltd and any remaining guarantees shall cease immediately.

14.2 The cleaning company must be selected by Pressure and Flow Pty unless an agreement has been established between Pressure and Flow Pty Ltd and the client.

14.3 The maximum cost of professional cleaning services must not exceed \$110 including GST.

14.4 This cleanliness guarantee shall be valid for 30 days from the invoice date.

14.5 Pressure and Flow Pty Ltd shall not be liable for any loss or damage what-so-ever arising from invoking this guarantee

14.6 Pressure and Flow Pty Ltd reserves the right to revoke this guarantee for a specific customer if the customer is found to be abusing the guarantee or acting in bad faith.

14.7 Pressure and Flow Pty Ltd reserves the right to modify, amend, or discontinue this guarantee at any time.

**15.0 Money Back Guarantee**

15.1 At the sole discretion of Pressure and Flow Pty Ltd a partial refund may be issued to a client and any remaining guarantees shall cease immediately.

15.2 This partial refund shall represent the labour portion of the invoice only. Any supplied materials or equipment fees are strictly excluded unless otherwise stated.

15.3 This guarantee shall be valid for 30 days from the invoice date.

15.4 Pressure and Flow Pty Ltd shall not be liable for any loss or damage what-so-ever arising from invoking this guarantee

15.5 Pressure and Flow Pty Ltd reserves the right to revoke this guarantee for a specific customer if the customer is found to be abusing the guarantee or acting in bad faith.

15.6 Pressure and Flow Pty Ltd reserves the right to modify, amend, or discontinue this guarantee at any time.

**16.0 Pressure & Flow Membership Program**

16.1 Paying members of the Pressure & Flow Membership Program shall be entitled to a members discount and a members workmanship guarantee as set out below.

**17.0 Pressure & Flow Membership Program - Discount**

17.1 Paying members shall be entitled to 10% off any full priced service.

17.2 Where a special price offer has been presented to a member, the members discount has already been priced into the offer, and further discounts will not be applied.

**18.0 Pressure & Flow Membership Program - Lifetime Workmanship Guarantee**

18.1 Definition of Lifetime: "Lifetime" refers to the period during which the original customer remains a paying member of the Pressure & Flow Membership Program and owns and resides in the property where the service was performed.

18.2 Membership fees must be up-to-date. Overdue fees or late payments shall result in the immediate termination of membership and of this guarantee. Returning to the membership program after a termination shall not extend or renew any guarantee on prior works.

18.3 This guarantee covers only defects in workmanship in the exact location and scope as provided by Pressure and Flow Pty Ltd during the original service.

18.4 This guarantee does not cover parts, materials, equipment, or appliances, as these items carry their own warranty provided by the manufacturer. Should any of these items fail, Pressure and Flow Pty Ltd shall not be held accountable for any costs associated with the repair or replacement.

18.5 This guarantee does not cover defects or damages resulting from misuse, abuse, neglect, accidental damage, or modifications made after the original service, services or repairs performed by parties other than Pressure and Flow Pty Ltd, normal wear and tear or any issues arising from the aging of the installed component, damage resulting from external causes, such as natural disasters, theft, vandalism, or other external factors.

18.6 The Client shall inspect the goods & works on completion & must report any defects to parts or installation works within 48 hours in writing to Pressure and Flow Pty Ltd of any alleged defects, shortage in quantity or damage. The client shall afford Pressure and Flow Pty Ltd an opportunity to inspect the alleged damage / defect within 7 working days from date of written notification & give Pressure and Flow Pty Ltd the opportunity to make good to Australian & reasonable standards within 14 working days.

18.7 Consumable parts such as jumper valves are strictly excluded from this guarantee and from any manufacturer warranty as premature wear on these parts is due to incorrect use such as overtightening of taps by the client.

18.8 No workmanship guarantee or warranty shall be provided on the unblocking and repair of sewer, drainage or storm water pipes as set out at clause 10.1

18.9 To make a claim under this guarantee the customer must provide proof of the original service (e.g., a receipt or invoice), and must notify Pressure and Flow Pty Ltd of the defect within 7 days of discovering it.

18.10 Pressure and Flow Pty Ltd reserves the right to inspect and assess the reported defect before performing any repairs.

18.11 Pressure and Flow Pty Ltd 's liability under this guarantee is limited to the rectification of defective workmanship. We are not liable for consequential, indirect, or incidental loss or damages.

18.12 This guarantee is non-transferable and applies only to the original customer for whom the service was performed.

18.13 Pressure and Flow Pty Ltd reserves the right to revoke this guarantee for a specific customer if the customer is found to be abusing the guarantee or acting in bad faith.

18.14 Pressure and Flow Pty Ltd reserves the right to modify, amend, or discontinue this guarantee at any time.