

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Unless the context indicates otherwise:

- (a) Words in the singular include the plural and vice versa; references to one gender include all genders; and references to a person include a natural person, company, partnership, trust, joint venture, association, government or governmental agency, and any other legal or commercial entity.
- (b) Headings are for convenience only and do not affect interpretation. References to clauses are to clauses of these Terms & Conditions unless stated otherwise.
- (c) Terms shown in italics within these Terms & Conditions have the meanings given in Clause 2; references to legislation include any amendment, consolidation, re-enactment or replacement of that legislation and all delegated legislation made under it.
- (d) Where an example is given, words such as 'including', 'for example' or similar do not limit what else might be included.
- (e) If these Terms & Conditions are attached to a Quotation or Invoice, any inconsistency between documents is resolved under Clause 20.

2. DEFINITIONS

Act — the Building Act 1993 (Vic), as amended or replaced.

ACL — the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

Action — any claim, demand, notice, proceeding, litigation, judgment, or enforcement action in any court, tribunal or authority.

Building Product — any material, product, component, fixture, or other item used in, connected with, or intended to be used in building or plumbing work.

Contract — these Terms & Conditions (General Conditions), together with the Quotation and any other documents referred to in Clause 20.1.

Contract Date — the date on which the Contract is executed by both parties, or if services commence earlier, the date the Customer first authorises the Contractor to proceed.

Contract Works — the whole of the works to be performed by the Contractor under the Contract, whether Urgent Works, Emergency Works, Search and Investigation Works or Other Works, but excluding items listed in Clause 22.1.

Contractor — Millbrook Plumbers Pty Ltd and its permitted assigns and transferees.

Contract Price — the total amount payable for the Contract Works as specified in the Quotation and adjusted in accordance with the Contract.

Customer — the person(s) named as customer in the Quotation, including executors, administrators, permitted assigns and transferees, and if more than one person, each jointly and severally.

Date for Commencement — the date calculated by reference to Clause 6.

Date for Practical Completion — the date by which the Contract Works are required to reach Practical Completion in accordance with Clause 6.

Date of Commencement — the first day on which the Contractor actually commences work on the Site.

Date of Practical Completion — the date on which Practical Completion is achieved.

Defects Document — a document that (i) lists agreed minor defects/omissions, (ii) states when they will be rectified, (iii) lists alleged minor defects/omissions that the Contractor disputes, and (iv) is signed by the Contractor.

Domestic Building Work — work to which the Domestic Building Contracts Act 1995 (Vic) applies, where relevant.

Emergency Works — works which, due to their nature, the Contractor determines require immediate or rapid action to prevent risk to health, safety, property or essential services.

General Conditions — these Terms & Conditions of Trade.

Latent Condition — a physical condition on or around the Site, including sub-surface conditions or concealed building elements, materially different from what the Contractor could reasonably anticipate at the time of entry into the Contract.

Lending Body — any person or entity providing finance to the Customer for payments due under the Contract.

Non-conforming Building Product — a Building Product that is (i) unsafe or will be unsafe; (ii) non-compliant with applicable laws; or (iii) incapable of performing to the standard represented by a person in the chain of responsibility.

Other Works — work other than Urgent Works and Emergency Works, as described in the Quotation, but excluding items listed in Clause 22.1.

PPSA — the Personal Property Securities Act 2009 (Cth).

Practical Completion — that stage when the Contract Works are complete in accordance with the Contract and all relevant statutory requirements, apart from minor omissions or defects that do not prevent use for the intended purpose.

Progress Claim — a written claim for payment made by the Contractor under Clause 7.

Quotation — the Contractor's written quotation attached to or incorporating these Terms & Conditions.

Relevant Criteria — generally accepted industry standards and practices for the materials and works, together with any manufacturer/supplier specifications and instructions.

Search and Investigation Works — work undertaken to locate a plumbing problem, including access to roofs, sub-floor areas, and leak detection activities.

Site — the job address stated in the Quotation.

Urgent Works — works the Customer requests be undertaken urgently or as a priority.

3. CONTRACTOR'S OBLIGATIONS

3.1 The Contractor will perform the Contract Works:

- (a) in a proper tradesperson-like manner, exercising reasonable care, skill and diligence;
- (b) in accordance with the Contract and the documents identified in Clause 20.1;
- (c) in compliance with applicable laws, including the Act, the Plumbing Regulations, and, where relevant, the Domestic Building Contracts Act 1995 (Vic); and
- (d) having regard to the Relevant Criteria and any reasonable directions of the Customer given in conformity with the Contract.

3.2 Unless expressly provided otherwise, the Contractor shall supply all labour, materials, goods, plant, tools, and services necessary to complete the Contract Works.

3.3 Materials supplied by the Contractor will be of acceptable quality and, having regard to the Relevant Criteria, suitable for their intended purpose, and unless otherwise stated, will be new.

3.4 Where the Contract involves the construction, renovation, or repair of a dwelling or part of a dwelling to a stage suitable for occupation, the Contractor warrants that the dwelling or relevant part will be suitable for occupation upon completion, to the extent required by law.

3.5 Unless otherwise specified, approvals and permits (if any) are the Customer's responsibility. Where the Contractor agrees to assist, the Contractor may charge reasonable administrative and consultant costs.

3.6 Unless otherwise stated, surplus and demolished materials remain the property of the Contractor, and the Contractor may remove them from the Site.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer must:

- (a) provide the Contractor with free, safe, and uninterrupted access to the Site from the Date for Commencement;
- (b) not obstruct, hinder, or interfere with the Contractor, and must take reasonable steps to prevent others from doing so;
- (c) allow the Contractor to use on-site water and power at no cost for the purposes of performing the Contract Works;
- (d) remove or protect personal property in areas where works are performed;
- (e) ensure that the Site is safe and suitable for the performance of the Contract Works (including adequate lighting, access, and structural soundness of substrates); and
- (f) unless agreed otherwise, remove all rubbish and waste from the Site upon Practical Completion.

4.2 If directed by the Contractor for safety or coordination reasons, the Customer (or the Customer's representative) must be present while the Contract Works are performed.

4.3 If the Customer breaches Clause 4.1 or if Site access becomes restricted for reasons beyond the Contractor's control, the Customer will be liable for the Contractor's additional costs and any delay. The Date for Practical Completion will be extended accordingly.

4.4 The Customer warrants that they are lawfully entitled to occupy the Site and to enter into the Contract, and that any existing structures or substrates to which the Contract Works will be affixed are sound and comply with good building practice.

4.5 Customer-supplied documents and materials:

- (a) Where the Customer supplies drawings, data or instructions, the Customer warrants accuracy, suitability, and that the documents do not infringe third-party intellectual property rights. The Customer indemnifies the Contractor for loss arising from a breach of this warranty and must provide sufficient copies for the performance of the Contract Works.
- (b) Where the Customer supplies any Building Product for incorporation into the Contract Works, the Customer warrants that it is safe and not a Non-conforming Building Product for its intended use and will provide all relevant information for suitability and installation upon request.

5. CALL OUT FEE

5.1 By requesting the Contractor to attend the Site, the Customer agrees to pay a call-out fee as consideration for the Contractor's time and costs in dispatching personnel.

5.2 The call-out fee is payable:

- (a) by 11:59 pm on the day a Contractor's representative is dispatched to the Site; or
 - (b) prior to dispatch where attendance is outside 8:00 am–4:00 pm Monday to Friday, or on weekends, public holidays, or during 22 December to 14 January; and
 - (c) prior to dispatch where the Customer is not a natural person.
- 5.3 Where (i) the call-out relates to a Site visit that occurred within seven (7) days before the Contract Date, (ii) the visit occurred during ordinary hours, and (iii) the visit did not relate to Urgent or Emergency Works, the Contractor will credit the call-out fee (up to \$55 plus GST) against the Contract Price.

6. TIMING OF THE WORKS & PRACTICAL COMPLETION

Urgent/Emergency Works

6.1 The Contractor will use best endeavours to commence Urgent Works and/or Emergency Works within twenty-four (24) hours of the Contract Date (or as otherwise agreed in writing) and to complete them within fourteen (14) days, subject to Clause 10.

Other Works

6.2 The Contractor must commence Other Works by the later of:
(a) five (5) days after the Contract Date; or
(b) five (5) days after the Customer has paid the deposit (if required), complied with Clause 4.1, provided evidence of capacity to pay (if required), and all necessary approvals/consents have been obtained.

6.3 If approvals are not obtained within thirty (30) days of the Contract Date:

- (a) if neither party is at fault, either party may terminate by notice in writing; or
- (b) if the delay is due to the Customer, the Contractor may either terminate under Clause 12 or extend time for the Customer to obtain approvals.

6.4 If the Contract is terminated under Clause 6.3, the Contractor is entitled to a reasonable sum for work undertaken up to the date of termination, including out-of-pocket expenses.

6.5 The Contractor shall complete the Other Works within fourteen (14) days of the Contract Date, subject always to any extensions of time under Clause 10.

6.6 If the Contract Price is equal to or greater than \$20,000, the Contractor must, within ten (10) business days of starting on Site, notify the Customer in writing of the Date of Commencement and the Date for Practical Completion.

Practical Completion & Handover

6.7 Upon Practical Completion, the Contractor will issue:

- (a) a final Progress Claim for the balance of the Contract Price and any adjustments;
- (b) a certificate stating the date Practical Completion was achieved; and
- (c) a Defects Document if the Customer claims minor defects/omissions.

6.8 If the Customer does not agree that Practical Completion has been reached, the Customer must, within twenty-four (24) hours, provide a written notice identifying the incomplete items and their corresponding Contract provisions. The Contractor shall complete any items it reasonably accepts are outstanding and will then issue an updated notice of Practical Completion and final Progress Claim.

6.9 The Customer must pay the final Progress Claim before taking possession of the Contract Works and prior to receiving reports, manuals, non-statutory warranties or similar documentation.

6.10 If the Customer takes possession of all or part of the Contract Works without entitlement, the Contract Works are deemed complete and free of defects and omissions, and the final Progress Claim becomes immediately due and payable. The Customer is responsible for any loss arising therefrom.

7. OBLIGATIONS UPON PRACTICAL COMPLETION

7.1 The Customer must pay the Contract Price in accordance with this Clause 7.

7.2 Where a deposit is required, it must be paid by 5:00 pm on the Contract Date unless otherwise agreed.

7.3 Unless otherwise agreed, the Contractor may issue Progress Claims proportionate to the value of work executed, any contract adjustments, and any other amounts payable by the Customer under or in connection with the Contract.

7.4 A Progress Claim must state:

- (a) the details and value of the work undertaken;
- (b) any adjustment to the Contract Price;

- (c) any other amounts due; and
- (d) the total amount claimed.

7.5 The Customer (or Lending Body) must pay each Progress Claim in full by 5:00 pm on the date of issue, unless another date is stated in the Progress Claim. Payments must be made in cleared funds to the account nominated by the Contractor.

7.6 Where payment is made by credit or debit card, a surcharge may apply. The Customer is liable for such surcharge at the time of payment.

7.7 The Customer has no right of set-off or to withhold or retain any part of a Progress Claim, and no retention is permitted for alleged defects or omissions.

7.8 Unless otherwise agreed, the Customer is not entitled to use or possess areas of the Site where the Contract Works are to be performed until the Contract Price has been paid in full.

8. DEFAULT ON PAYMENTS

8.1 If the Customer fails to pay a Progress Claim within five (5) days of issue, the Contractor may:

(a) charge interest at 18% per annum on the overdue amount from the date falling five (5) days after the Progress Claim date until paid in full;

(b) if the Contract Works are incomplete, suspend performance under Clause 11 by written notice until five (5) days after payment is received, with the suspension period added to the Date for Practical Completion; and

(c) recover from the Customer, as a debt, all reasonable costs of recovery, including debt collectors' fees, legal costs on an indemnity basis, and internal administration costs.

8.2 If any payment is dishonoured or reversed, the Customer remains liable for the amount and any costs caused by the reversal, including where the reversal is unlawful, fraudulent or in breach of the Contract.

8.3 As security for payment of all monies owing, the Customer charges in favour of the Contractor:

- (a) where the Customer is not a resident owner, all the Customer's estate and interest in any land (including the Site); and
- (b) any other assets, whether tangible or intangible, in which the Customer now has or may later acquire an interest.

8.4 Where the Contractor has an interest in land under Clause 8.3(a), the Customer:

- (a) grants an equitable mortgage over the land;
- (b) consents to lodgement of a caveat by the Contractor;
- (c) will do all things and execute all documents necessary to effect such lodgement; and
- (d) is liable for all associated stamp duty, fees and costs on an indemnity basis.

8.5 PPSA. The Customer acknowledges that the Contractor may register a security interest under the PPSA over any goods or materials supplied until paid for in full. The Customer agrees to do all things reasonably required to enable registration, and to waive rights under s 157 of the PPSA to the extent permitted by law.

9. VARIATIONS AND LATENT CONDITIONS

Variations

9.1 Either party may request a variation to the Contract Works. The Contractor may, in its discretion, agree to perform the variation.

9.2 Except where urgent and impracticable to do so, a variation must be documented and signed by both parties before work commences. The variation document must:

- (a) describe the variation;
- (b) state the date of the request;
- (c) estimate any delay to the Contract Works;
- (d) state the price adjustment or method of calculation; and
- (e) state when the adjustment is payable or allowed for.

9.3 The Contractor will provide a signed copy of the variation within two (2) days of agreement or before starting the varied work (whichever occurs first). Where the variation increases the Contract Price, the Customer must pay the increase as specified in the variation document.

Latent Conditions

9.4 Within two (2) days of becoming aware of a Latent Condition, the Contractor will notify the Customer, describing the condition and giving an estimate of time, cost and work required to overcome it.

9.5 Within one (1) day of receiving notice under Clause 9.4, the Customer must instruct the Contractor in writing to proceed with the necessary work. The Customer's instruction constitutes a deemed variation, and Clause 9.3 applies.

10. EXTENSION OF TIME CLAIMS AND DELAY COSTS

10.1 The Contractor is entitled to an extension to the Date for Practical Completion where progress is delayed by:

- (a) weather or the effects of weather;
 - (b) an order or direction of a court, tribunal or authority;
 - (c) an act or omission of the Customer, including failure to sign a variation or delay in giving directions;
 - (d) civil commotion or industrial dispute;
 - (e) variations;
 - (f) suspension under the Contract;
 - (g) unavailability of labour or materials;
 - (h) industry shutdown during approximately 22 December to mid-January if not reasonably foreseeable at the Contract Date; or
 - (i) any cause beyond the Contractor's control.
- 10.2 To claim an extension, the Contractor must, within five (5) days of becoming aware of the cause and extent of delay, give written notice to the Customer.
- 10.3 If the Customer does not approve or reject the extension in writing (with reasons) within two (2) days, the Contractor's notice will be taken to be a notice of dispute under Clause 17.1.
- 10.4 Delay Costs. Whether or not an extension is approved, the Customer must reimburse the Contractor's reasonable delay costs for delays not caused by the Contractor.

11. SUSPENSION

- 11.1 The Contractor may give written notice of intention to suspend the Contract Works where:
- (a) the Customer fails to pay a Progress Claim not subject to a valid dispute within five (5) days of issue;
 - (b) the Customer unlawfully accesses or takes possession of the Contract Works;
 - (c) a dispute has been referred under Clause 17 and performance is not reasonably possible while the dispute remains unresolved; or
 - (d) the Customer otherwise breaches the Contract.
- 11.2 The notice must detail the Customer's failure and the Contractor's intention to suspend if not remedied within two (2) days. If not remedied, the Contractor may suspend by further written notice. The Contractor will recommence within two (2) days after remedy and written request to recommence.
- 11.3 The Customer must reimburse the Contractor's reasonable costs incurred due to suspension, and the Date for Practical Completion is extended by the period of suspension.

12. TERMINATION

- 12.1 A party may terminate the Contract by written notice if the other party:
- (a) commits a substantial breach and fails to remedy it within five (5) days after receiving notice specifying the breach and intention to terminate; or
 - (b) becomes insolvent, bankrupt, has a receiver, administrator or liquidator appointed, or enters into an arrangement with creditors.
- 12.2 If the Contractor terminates for Customer default, the Contractor may recover from the Customer all losses, costs, expenses and damages caused by the breach and termination, as if the Customer had repudiated the Contract. The Contractor may remove from the Site and retain all materials, goods, plant and equipment provided by the Contractor.
- 12.3 If the Customer terminates for Contractor default, the Contractor is entitled to be paid a reasonable price for work done to the date of termination, including out-of-pocket expenses.
- 12.4 Corporations Act. Rights to terminate in insolvency scenarios may be affected by the Corporations Act 2001 (Cth) ipso facto regime. Nothing in this clause is intended to contract out of any non-excludable statutory limitation.

13. DEFECTS & WARRANTIES

- 13.1 The Contractor will, at its cost, make good defects or omissions that appear in the Contract Works within six (6) months after the Date of Practical Completion, provided that the Customer gives written notice within seven (7) days of becoming aware of the defect and provides reasonable access to the Site.
- 13.2 The Contractor will remedy notified defects within thirty (30) days of receiving the Customer's notice, or within such other reasonable time as agreed in writing.
- 13.3 The Contractor is not obliged to rectify defects or omissions arising from:
- (a) misuse, lack of maintenance or negligence by the Customer or others;
 - (b) alteration, interference or repair by persons other than the Contractor;
 - (c) fair wear and tear; or
 - (d) matters excluded by Clauses 13.7–13.11.
- 13.4 To the maximum extent permitted by law:
- (a) for failure of materials or equipment supplied by the Contractor, liability is limited to the extent of the manufacturer's warranty;
 - (b) minor imperfections (e.g., slight colour variations) are not

- defects; and
- (c) the Contractor's aggregate liability is limited, at the Contractor's election, to re-performance of the Contract Works or to the Contract Price.

Blockages & Leak Detection

13.5 Drain blockages. The Contractor gives no warranty for drain blockages. Blocked drains often evidence root intrusion or other obstructions; removal of an obstruction may not resolve underlying issues. If a pipe re-blocks after initial clearing, further work will be a variation. In some cases, replacement of sections may be required at the Customer's cost. If equipment becomes lodged or broken within pipes during clearing, removal costs are payable by the Customer. Negative fall cannot be rectified by clearing; remedial works are variations. Where fixtures must be removed or pipes cut for access, removal and reinstatement (and associated repairs) are additional costs.

13.6 Leak detection. The Contractor will exercise due care and skill in investigations but does not guarantee detection of all leaks. Secondary leaks may only become apparent after repair of a primary leak. If, in the Contractor's reasonable opinion, a detected leak is the primary source, no further investigation will be undertaken unless instructed as a variation.

Customer-supplied Materials & Misuse

13.7 Customer-supplied materials are excluded from warranty; the Contractor is not liable for their failure or performance.

13.8 The Contractor has no liability for damage or defect caused by misuse, accidental damage, neglect, or failure to follow instructions by the Customer or others.

Statutory Guarantees

13.9 Nothing in the Contract excludes, restricts or modifies any non-excludable rights under the ACL or applicable building legislation. To the extent permitted, liability for breach of a consumer guarantee is limited to the re-supply of the services or the cost of re-supply.

14. DAMAGE TO THE SITE & SURROUNDING PROPERTY

- 14.1 The Contractor is not liable for damage to the Site or surrounding property that is a reasonable, incidental or unavoidable consequence of access and performance of the Contract Works, including damage to finishes such as tiles, panels, face brickwork or rendered surfaces where access or removal is necessary and conducted with reasonable care.
- 14.2 The Contractor is not responsible for pre-existing defects or for conditions concealed within structures which could not reasonably be detected prior to commencement.
- 14.3 The Customer must notify the Contractor of underground services and provide as-constructed plans where available. Unless otherwise agreed, the Contractor is not liable for damage to unidentified or inaccurately located services where reasonable care is exercised.

15. TITLE, RISK AND INSURANCE

- 15.1 Title to materials supplied by the Contractor passes to the Customer only when all amounts owing for those materials and the Contract Works have been paid in full.
- 15.2 Risk in materials passes on delivery to the Site. Until title passes, the Customer holds materials as bailee, stores them separately and clearly identifies them as the Contractor's property, and must not cut, alter, affix or install them without consent.
- 15.3 The Contractor retains all rights as an unpaid supplier. If payment is not made in full, the Contractor may enter the Site to recover its materials to the extent permitted by law.
- 15.4 The Contractor will maintain insurances required by law for the duration of the Contract Works. The Customer is responsible for insuring existing structures and contents at the Site.

16. WORK HEALTH, SAFETY & ENVIRONMENT

- 16.1 The Contractor will comply with applicable occupational health and safety legislation, regulations, codes of practice, and environmental protection laws.
- 16.2 The Contractor will ensure appropriate instructions, supervision, and safe work methods for personnel undertaking the Contract Works.
- 16.3 The Customer must not direct the Contractor or its personnel to undertake tasks that the Contractor considers unsafe or non-compliant.

17. RESOLUTION OF DISPUTES

- 17.1 If either party considers that a dispute has arisen in connection with the Contract, that party must promptly give written notice to the other setting out details of the dispute.
- 17.2 Senior representatives must promptly confer in good faith to resolve the dispute. If not resolved within five (5) business days,

the parties agree to attempt mediation with a mediator appointed by agreement or, failing agreement, by the Resolution Institute (Australia).

17.3 If the dispute remains unresolved after mediation, either party may commence litigation or seek other remedies. Nothing prevents a party from seeking urgent interlocutory or injunctive relief.

18. FINANCE & EVIDENCE OF CAPACITY TO PAY

18.1 The Customer must, as soon as practicable after the Contract Date and within five (5) days of any reasonable request, provide evidence of capacity to pay the Contract Price.

18.2 If the Customer has or intends to obtain finance:

- (a) the Customer must notify the Contractor that the Contract is subject to finance;
 - (b) use reasonable endeavours to obtain approval;
 - (c) direct the Lending Body to pay monies directly to the Contractor; and
 - (d) if finance is refused and funds cannot otherwise be secured, the Contract ends upon written notice, and the Customer must pay for work properly performed up to the date of notice.
- 18.3 If the loan amount is less than the Contract Price, any shortfall is immediately payable by the Customer upon Practical Completion unless otherwise agreed.

19. INDEMNITIES & LIMITATION OF LIABILITY

19.1 The Customer indemnifies the Contractor against loss, damage, liability, cost or expense arising out of or in connection with the Contract Works, except to the extent caused or contributed to by the Contractor's negligence or breach of the Contract.

19.2 To the extent permitted by law, the Contractor excludes liability for indirect, special or consequential loss, loss of profit, loss of revenue, loss of opportunity or loss of business, whether arising in contract, tort (including negligence), equity, statute or otherwise.

19.3 The aggregate liability of the Contractor for any claim arising out of the Contract is limited to, at the Contractor's election,
(a) re-performance of the Contract Works, or
(b) the Contract Price actually paid for the affected works. Nothing in this clause limits liability that cannot be excluded under the ACL.

20. CONTRACT DOCUMENTS & INTERPRETATION OF INCONSISTENCIES

20.1 The following documents form part of the Contract and are deemed to be read together:

- (a) these General Conditions;
- (b) the Quotation; and
- (c) any special conditions stated to apply.

20.2 In the event of inconsistency, the order of precedence (highest to lowest) is:

- (a) special conditions;
- (b) these General Conditions;
- (c) the Quotation; and
- (d) any other document referred to in Clause 20.1.

20.3 Subject to Clause 17, any discrepancy, error or ambiguity between documents is resolved by applying the order of precedence in Clause 20.2 and adopting a construction that best gives effect to the parties' commercial intention and compliance with applicable law.

21. NOTICES & ELECTRONIC COMMUNICATIONS

21.1 A notice may be given by hand, prepaid post, SMS or email to the address or contact details last notified by the recipient.

21.2 A notice by SMS or email is deemed received when the recipient's device or email server receives it, whether or not the message is opened.

21.3 The parties consent to execution and exchange of documents electronically, including acceptance by electronic signature or express SMS/email authorisation, to the fullest extent permitted by law.

22. EXCLUDED ITEMS

22.1 Unless otherwise agreed in writing, the following are excluded from the Contract and the Contract Price:

- (a) Search and Investigation Works;
- (b) excavation and disposal of spoil;
- (c) resolution of water hammer;
- (d) warranty or liability for work not performed by the Contractor;
- (e) warranty or liability for work performed (in whole or part) by the Customer or others;
- (f) surveys of the Site;
- (g) costs of overcoming Latent Conditions;
- (h) connection of services to the Site;

- (i) warranty or liability for intermittent or lingering odours; and
- (j) written reports (which incur additional fees and must be requested in writing prior to commencement).

23. GENERAL

Quote Validity & Pricing

23.1 Unless otherwise stated, the Quotation is valid for twenty-four (24) hours from its date of issue. If the Customer does not return a signed acceptance within that time, the Contractor may revise or withdraw the Quotation.

Entire Agreement

23.2 The Contract constitutes the entire agreement regarding the subject matter and supersedes all prior proposals, communications and understandings. No representation or warranty not expressly set out is binding, except as required by law.

No Waiver & Severability

23.3 A failure or delay to exercise a right does not operate as a waiver. A single or partial exercise does not preclude further exercise. If any provision is void, voidable, unenforceable or illegal, it will be read down to be valid and enforceable, or severed, without affecting the remaining provisions.

Assignment & Subcontracting

23.4 Neither party may assign its rights or obligations without prior written consent, not to be unreasonably withheld. The Contractor may subcontract any part of the Contract Works, without relieving the Contractor of its obligations.

Governing Law & Jurisdiction

23.5 The Contract is governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and courts of appeal, and waive any objection to proceedings in those courts.

Force Majeure

23.6 A party affected by an act of God, war, natural disaster, industrial disturbance, terrorism, pandemic, governmental action or any event beyond reasonable control may suspend performance to the extent prevented or delayed, or terminate by written notice if the impact subsists beyond a reasonable period.