



Terms & Conditions of Trade

The following Terms and Conditions apply to all works quoted and carried out by Endurance Plumbing & Gas Pty Ltd.

It is the sole responsibility of the Client to read the Terms and Conditions in full and pursue legal advice if required before engaging Endurance Plumbing & Gas Pty Ltd.

In Endurance Plumbing & Gas Pty Ltd commencing works, you the Client are agreeing to these Terms and Conditions, and all works/goods are to be paid in full within invoicing due dates or legal action may be taken.

1.0 Definitions

- 1.1 "Endurance" shall mean Endurance Plumbing & Gas Pty Ltd, or any person acting on behalf of and with the authority of Endurance.
- 1.2 "Client" shall mean the client, any person acting on behalf of and with the authority of the client, or any person purchasing products and services from Endurance. Where the Client is a corporation, agency or partnership, its directors or partners agree to be bound by this contract.
- 1.3 "Price" shall mean the costs of the Goods and Services as agreed between Endurance and the Client.
- 1.4 "Goods" shall mean Goods supplied by Endurance to the Client (and where the context so permits shall include any supply of Service as defined below).
- 1.5 "Services" shall mean all services supplied by Endurance to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above)
- 1.6 "Site" refers to the place where Endurance's work is carried out.

2.0 Payments and Rates

- 2.1 The Price is payable in full without any deduction of the completion of works unless otherwise agreed in writing by Endurance.
- 2.2 Payment in full is to be paid within 7 days of completion of works unless otherwise agreed in writing by Endurance.
- 2.3 All Goods and Services are subject to Goods and Services Tax (GST).
- 2.4 The Client gives Endurance permission to carry out transactions over the phone using credit card details for the value of the invoice amount or as per a payment arrangement.
- 2.5 A credit card transaction fee of 2% may apply to credit card payments.
- 2.6 If any invoice is not paid in full within 7 days on completion of works, then Endurance:
 - a. may cease providing its services immediately;
 - b. will charge interest on the outstanding amount calculated from the due date of payment until payment is made in full. Interest will be charged at the rate of 8% per annum on the principal; and
 - c. if the Client does not pay the entire amount due on the invoice within 30 days, then Endurance may, at its discretion, engage a lawyer to assist with collecting the outstanding account. The Client will be responsible to pay for all costs that Endurance incurs regarding collection of the outstanding monies.
- 2.7 All quoted works are subject to variations as required and are at the discretion of Endurance in order to carry out and complete works to Australian & Safety Standards. All variations will incur further fees and charges in addition to the original quoted amount.
- 2.8 Endurance fees and charges are subject to change without notification to the client.
- 2.9 Additional fees and charges shall apply outside of normal business hours 0730 to 1700 Monday to Friday.
- 2.10 A service fee of \$36.36 + GST will be added to Client invoices.
- 2.11 A minimum charge of one hour applies to all jobs. Hourly rate is charged at \$96 + GST. Travel charges may apply, but are at the discretion of Endurance management.

Endurance Bank Details: Westpac BSB 036-000 Account No 945228

3.1 Quotes

- 3.1 On the Client's acceptance of any Marine Endurance quote, the Client must give Endurance written approval to proceed, and a copy of these Terms and Condition's signed and dated.
- 3.2 At Endurance's discretion, Endurance may request a 50% deposit of the total cost before any works can commence.

4.0 Goods

- 4.1 All goods shall remain the property of Endurance until such time payment is received in full.

5.0 Warranty

5.1 Warranty shall be valid for 12 months (unless otherwise stated) from invoice date. Warranty shall only be valid on exact location and works as carried out by Endurance. Client must provide original invoice for proof of works.

5.2 All valve and valve type parts as well as any specified items installed by Endurance must be serviced annually by Endurance. Failure to do so shall void all warranty. It is the sole responsibility of the client to arrange an appointment.

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

5.4 No warranty shall be provided on blocked sewer, drainage or storm water as set out at clause 7.1

6.0 Copyright

6.1 Endurance has copyright in The Design. The Design means, design concepts, drawings and documents made pursuant to these Terms and Conditions.

7.0 Drains & Sewer

7.1 The Client understands that the presence of plant/tree root growth and/or blockages generally indicates damaged pipes. Additionally the Client agrees that blocked drains, sewer pipes and storm water lines cannot be permanently fixed by simply removing "plant/tree root growth" or cleaning the drain. Therefore, no warranty is provided in relation to future blockages regardless of timeframe recurring whether in the same location or other drainage / sewer lines within the same property.

8.0 Clients Disclaimer

8.1 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 Endurance and the Client acknowledges that he/she buys the services of Endurance relying solely upon his/her own skill and judgment and that Endurance 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.

9.0 Compliance with Laws

9.1 The Client shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

9.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works (councils or other governing agents).

9.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

10.0 Dispute Resolution

10.1 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 and 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.

10.2 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 resolved either party may by further notice in writing delivered or sent by certified mail to the other party refer such dispute to arbitration.

11.0 General

11.1 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.

11.2 Endurance does not accept any responsibility for damage to property during works being carrying out.

11.3 Endurance shall not be held liable for any such delays for work not being completed due to weather conditions, shortage of labour hire, machinery or materials outside the direct control of Endurance.

11.4 In the event of any breach of this contract by Endurance the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Endurance exceed the Price of the Goods.

11.5 Endurance reserves the right to review and make changes to these terms & conditions at any time.

11.6 If any words or provisions in the contract are unenforceable, the remainder of this contract shall remain effective.