

Terms And Conditions for CHANGE Bathrooms and Kitchens

1. Definitions

- “Contractor” shall mean CHANGE Bathrooms and Kitchens and its successors and assigns.
- “Client” shall mean the Client or any person acting on behalf of and with the authority of the Client.
- “Guarantor” means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
- “Goods” shall mean Goods supplied by the Contractor to the Client (and where the context so permits shall include any supply of Services as hereinafter defined).
“Services” shall mean all services supplied by the Contractor to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- “Price” shall mean the cost of the Goods as agreed between the Contractor and the Client subject to clause 4 of this contract.
- “Company” means CHANGE Bathrooms and Kitchens and its Employees, Contractors and Representatives.

2. Acceptance

- Any instructions received by the Contractor from the Client for the supply of Goods and/or Services of the Client’s acceptance of Goods and Services supplied by the Contractor shall constitute acceptance of the terms and conditions contained herein.
- Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Company.
- None of the Contractor’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Company in writing nor is the Contractor bound by any such unauthorised statements.

3. Goods

- The Goods and Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Contractor to the Client.

4. Payments, Invoices and Quotes

- Placing a 5% deposit with the Company secures & confirms your job. Where a deposit has been paid to the Company, deposits are non-refundable.
- The Price shall be as indicated on invoices provided by the Contractor to the Client in respect of Services and Goods supplied. The client agrees to pay the full invoice amount on the completion of works. If the payment is not made within 7 days from the completion of works/from the date of invoice, the Client shall incur a late fee of 5% daily (compounded) until paid in full.
- Unless specifically stated otherwise, authority charges are not included in the price (such as Council permits and inspection fees)
- Payment will be made by cash on delivery, or by cheque, or by bank cheque, by direct credit, or by any other method as agreed to between the Client and the Contractor.
- Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Contractor's quotation. All variations will incur further fees & charges in addition to the original quoted amount. Payment for all variations must be made in full at their time of completion. If the Client does not accept the change in price, the Contractor is not obligated to carry out the alteration in works.
- The Contractor requires progress payments to cover the cost of materials and operational planning. These payments are non-refundable as costs are often incurred before commencement of work on site.
- If the Client defaults in payment of any invoice when due, the Client shall indemnify the Contractor from and against all the Contractor's costs and disbursements including on a solicitor and own client basis and in addition all of the Contractor's nominee's 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 and/or Services 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.

5. Delivery of Goods/Services

- The delivery of Goods shall be made to the Client's address. The Client shall make all necessary arrangements to receive delivery of the Goods.
- The Contractor may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
 - such discrepancy in quantity shall not exceed 5%, and
 - the Price shall be adjusted pro rata to the discrepancy.
- The failure of the Contractor to deliver shall not entitle either party to treat this Contractor as repudiated.
- The Contractor shall not be liable for any loss or damage whatsoever due to failure by the Contractor to deliver the Goods (or any of them) promptly or at all.

6. Cancellation

- The Company may cancel these terms & conditions or cancel delivery of Goods & Services at any time giving at least 24 hours written notice. The Company shall not be liable for any loss or damage what-so-ever arising from such cancellation.
- The Client must provide the Company with at least 3 working days' notice in writing of any cancellation of works. Failure to do so will incur 30% payment of the original quoted / invoice amount payable by the client.

7. Defects and Warranty

- The Client shall inspect the Goods on delivery and shall notify the Client of any alleged defect, shortage in quantity, damage or otherwise. The Contractor shall then be able to inspect the Goods within a reasonable timeframe following delivery.
- Subject to the conditions of warranty the Contractor warrants that if any defect in any workmanship manufactured by the Contractor becomes apparent and is reported to the Contractor within three (3) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) repair the defect or remedy the workmanship.
- The conditions applicable to the warranty are:

The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

- Failure on the part of the Client to properly maintain any Goods; or
- Failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or
- Any use of any Goods otherwise than for any application specified on a quote or order form; or
- The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- Fair wear and tear, any accident or act of God.
- The warranty shall cease, and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.
- In respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Client's claim.
- For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor shall not be bound by nor responsible for any term, condition, representation or warranty given by the manufacturer of the Goods.

8. Dispute Resolution

- 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.
- 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.
- Any arbitration shall be:
- Refer Consumer and trade disputes QCAT

9. Force Majeure

- 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.
- The Company does not accept any responsibility for damage to property during works being carried out.
- The Company shall not be held liable for any such delays for work not being completed due to weather conditions, machinery or materials outside the direct control of the Company.

Signing the terms and conditions confirms acceptance from both Parties.

Quote Number and Date _____

Signed and Dated Steven Dunn – Proprietor

Signed and Dated Client
