Shire Care Services Terms and Conditions

1 Definitions

In these terms and conditions:

1.1 SCS means Shire Care Services PTY LTD trading as Shire Care Plumbing;

1.2 Buyer means the person to whom the quote or invoice is addressed;

1.3 Quote means the quote any quotation issued SCS subject to these terms and conditions;

1.4 Site means the location at which the works are to be performed;

1.5 You(r) means the Buyer.

2 Payment

2.1 All work is done on a FLAT RATE PRICE basis. The price includes labour, materials and GST. NO

BREAKDOWN OF PRICE WILL BE PROVIDED after 30 days of initial consultation.

2.2 No deductions shall be made from any payment due to SCS for any reason, including but not limited to

liquidated damages, penalties, or back charges assessed by BUYER or third parties. The failure to make any

payment within five (5) days of its due date shall be deemed a material breach of the contract. In the event of

non-payment, SCS may at its sole discretion, terminate work under this agreement. In the event of such termination

for non-payment, SCS shall be entitled to all of its expenses incurred, including labour, and materials, as well as its

overheard incurred, and all profits it would have obtained had this Agreement been fully performed. SCS shall also

be entitled to any and all other remedies allowed by law.

2.3 Any payment on account hereunder shall constitute an acceptance of work performed by SCS for which such

payment was made.

2.4 All payments are due within seven (7) days of the date of invoice. All overdue amounts will accrue interest of

10% per month and an additional $25.00 per month administration fee.

2.5 Total payment for all work performed by SCS is due upon job completion (C.O.D), unless prior-authorised for

billing.

2.6 All credit cards payments will incur a 3% surcharge fee.

3 Notice of defective work

3.1 Upon completion of the work, BUYER agrees to exercise due diligence in inspecting the work for defective

workmanship and materials. BUYER agrees to notify SCS within forty-eight (48) hours of completion of the work of all

defective work, if any.

3.2 BUYER agrees that upon discovery of any allegedly defective work, BUYER shall immediately call SCS who

shall have the first opportunity to repair the alleged defective work. Failure to provide SCS the first opportunity to

repair the alleged defective work shall void all warranties, express or implied hereunder and relieves SCS of any

liability to BUYER in respect of the allegedly defective work. BUYER agrees and recognises that they shall not

withhold any payments for allegedly defective works. SCS is not responsible for reimbursement of work performed by

another company or individual.

4 Services not covered

4.1 The description and scope of the work to be performed by SCS is specified in the quote.

4.2 SCS will not perform any other work or trade than that which is specified in the quote or later agreed to in writing

by BUYER and SCS, including but not limited to carpentry, plastering, electrical work, tiling, landscaping, masonry,

flooring, concreting, paving, painting, etc., even if that work is incidental or necessary to the contracted work, or

necessary to restore the premises after the contracted work is performed.

5 Scope of Agreement

5.1 These terms and conditions, including the quote, represents the entire agreement between BUYER and SCS,

and supersedes all prior negotiations, representations or agreements, either oral or written. This agreement may be

amended only by written offer by SCS and acceptance by BUYER. This agreement binds jointly and severally all

signing as BUYER, their heirs, successors and assigns.

5.2 SCS further states and the BUYER accepts that there may be other service providers who may perform the

contracted work at a lower price. BUYER understands that he/she has the option of seeking other quotes before

entering into this agreement. SCS is under no obligation to alter its price on account of these other quotes.

6 Recommendation not performed

6.1 If SCS has made any recommendation for repair or replacement of any item, or suggested options which, in its opinion,

would improve the performance or extend the life of the item or the contracted work, and those options are not chosen by the

BUYER, the BUYER shall defend and hold SCS harmless for any loss, claims or damages incurred or alleged to have been

incurred by the failure of the BUYER to accept any such option or recommendation.

7 Extermination

7.1 SCS has the right to cease work if, in its opinion, a severe rodent or pest problem exists on the jobsite. Extermination of

rodents or pests of any sort shall be the sole responsibility of the BUYER. SCS is under no obligation to recommence work

until, in its opinion, the rodent or pest problem is resolved.

8 Subcontractors

8.1 SCS reserves the right to hire subcontractors for any part of the contracted work, any extra work, or additional work agreed

to.

9 Existing plumbing

9.1 No warranty, express or implied, is provided by SCS for any existing plumbing fixtures, pipes, or systems. The BUYER

understands that connections to existing plumbing are sometimes difficult due the state of deterioration of existing pipes and/or

the existing pipe location, and the BUYER agrees to pay any additional costs arising from the state of existing pipework, which

is necessary to perform the quoted works.

9.2 BUYER hereby acknowledges that aged and deteriorated plumbing fixtures, piping, and appurtenances may no longer be

serviceable. In this case, BUYER hereby agrees to hold SCS harmless from and defend SCS against any and all claims of

liability for damages to those items or otherwise resulting from conventional repair efforts.

10 Rubbish

10.1 The removal of any and all rubbish/debris shall be the sole responsibility of the BUYER however. SCS shall leave the

jobsite in a neat, broom clean condition. All old parts will be removed from the site and discarded by SCS unless otherwise

specified herein.

11 Routing

11.1 Unless otherwise specified herein, the routing of pipes will be left up to SCS’S sole discretion as to their placement.

12 Site conditions

12.1 If SCS must obtain access to other person’s properties in the course of the contracted work, BUYER shall secure

permission for such and hold harmless, defend and indemnify, including solicitors fees incurred, SCS and its employees and

agents against all actions and consequences arising from or relating to the use of said properties, including but not limited to

damage done in the normal course of work, excluding contractor’s.

12.2 BUYER shall be responsible for securing, removing and protecting all property and contents, including but not limited to

adults, children, animals, cabinets, fixtures, flooring, walls, tiling, carpets, drapes, furniture, and vegetation during and upon

completion of the contracted work and shall hold harmless, defend and indemnify, including solicitors fees incurred, SCS, its

employees and agents against all claims arising out of BUYER’S failure to do so.

12.3 BUYER is responsible for supplying water, gas, sewer and electrical utilities as required unless otherwise agreed to in

writing. The BUYER agrees to provide SCS unlimited electricity and water within 30 metres of the jobsite prior to

commencement of the contracted work.

13 Limited warranty

13.1 If the BUYER accepts all of SCS’S recommendations, SCS warrants its workmanship to be free from defects after

completion of the contracted works unless otherwise specified in writing for a period of two (2) years for repairs and

replacement installations. Should any defects in material or workmanship occur during the period of warranty, SCS will repair or

replace (at its sole discretion), at no charge. This warranty does not cover faults caused by misuse, negligence, or damage

caused by BUYER or other persons, or acts of God including, but not limited to fire, flood and earthquake.

13.2 The warranties for materials supplied by SCS shall be those warranties provided by the manufacturer or supplier of that

item, rather than based on SCS’s warranty herein. SCS shall leave such manufacturer’s warranties at their respective

locations.

13.3 SCS shall not be responsible for the costs of reinstalling fixtures or materials warranted by manufacturers.

13.4 All warranties are void if payment is not made when due. Warranties extend only to the BUYER and are not transferable.

13.5 The BUYER shall telephone SCS within twenty-four (24) hours of discovery of any warranty claim. SCS will

respond with reasonable promptness between the hours of 8.00am to 4.00pm Monday through Friday, excluding

SCS holidays. FAILURE OF BUYER TO NOTIFY SCS WITHIN 24 HOURS OF DISCOVERY OF ANY PROBLEMS

WITH THE CONTRACTED WORK SHALL VOID THIS WARRANTY.

13.6 SCS shall not be liable for water or other damage relating to any defect or delay in responding to said warranty.

BUYER must take reasonable steps to mitigate damages, including, if necessary, calling their local fire department to

turn off the water and/or pump out standing waters.

13.7 SCS shall not be liable for any loss of profits, incidental, special, exemplary, indirect or consequential damages

resulting from or in connection to any work performed, or any damage or problem caused, whether or not covered by

this limited warranty. BUYER’S right to repair or replacement are BUYER’s exclusive remedies.

13.8 The warranties provided for herein shall commence upon the substantial completion of the work, or if the work

is done in phases, upon completion of any specific portion of the work, and not upon acceptance or inspection by any

person or party. Nothing contained in this provision shall be construed to extend the term of any warranty provided

herein.

13.9 SCS does not warrant any materials supplied by the BUYER.

13.10There is no warranty on drain cleaning unless SCS expressly states so in the scope of work stated in the quote. This

warranty is the only warranty by SCS, and is in lieu of all other warranties, whether express or implied.

14 Drain cleaning inspection

14.1 BUYER shall hold SCS harmless, and shall be solely responsible for any damage or expense incurred to

remove, restore, repair or replace its premises and/or any portion thereof, as well as the damaged equipment of SCS,

if any tool, drain cleaning cable, water jetting hose, or other equipment of SCS becomes stuck in a drainage line in

the prosecution of SCS the contracted work.

14.2 If there is a sewerage spill, including one deemed hazardous, the cost of clean-up is the sole responsibility of

the BUYER.

14.3 Removal of tree root growth or blockage alone will not ensure that similar problems will not recur and as such

carries no guarantee unless otherwise stated herein.

15 Electronic locating

15.1 BUYER acknowledges that electronic locating is not always accurate and there are factors involved with this

procedure that could very well generate false readings. Therefore, BUYER shall hold SCS harmless from any claim,

loss, or damage resulting from this procedure.

15.2 BUYER additionally agrees that any line located by SCS will be exposed by manual excavation means only and

will be verified of its exact location before any layout or work of any type is performed.

16 Unforeseen conditions

16.1 If condition and/or circumstances are encountered at this job site which are (1) concerned physical conditions, or (2)

unknown physical conditions of an unusual nature, which differ materially from that which is visually ascertained, BUYER

agrees to accept responsibility for such conditions and those circumstances outside the control of SCS and further agrees to

pay for any labour or materials, including repair to damaged equipment of SCS and other plumbing caused by such conditions

and/or circumstances.

Unforeseen excavation: (a) Underground excavation entails the possibility of encountering unexpected subsoil conditions

including, but not limited to, rock, clay, shale, sink holes etc. Reasonable efforts will be made by SCS to locate or predict such

conditions, but no warranty is expressed or implied as to what will be discovered or encountered during underground

excavation. (b) In addition to the rights conferred in clause 16.1, any adverse conditions which arise during excavation will

require additional work which will be billed at time and materials above and in addition to the amount shown on the quote. By

entering into this agreement, the BUYER agrees to these potential additional charges which may include work by others where

necessary in the opinion of SCS.

Unforeseen service lines and cables: (a) Digging entails the possibility of encountering unexpected service lines and cables

running through the jobsite. Reasonable efforts will be made by SCS to locate or predict such service lines and cables, but no

warranty is expressed or implied as to what will be discovered or encountered during digging. (b) In addition to the rights

conferred in clause 15.1, BUYER agrees to accept responsibility for any damage caused by

SCS to such service lines or cables and further agrees to pay for any labour or materials required to rectify the damage.

16.2 Hot works: Hot works including but not limited to welding and grinding, entail the possibility of setting off fire alarms on the

site. Reasonable efforts will be made by SCS to prevent this from occurring, although BUYER takes responsibility for disabling

the alarms and/or notifying the relevant fire authorities that hot works are being performed so as to prevent a call-out fees.

BUYER is responsible for any call-out fees incurred.

16.3 It is the intent of this provision to make BUYER responsible for all: (1) unforeseen and concealed conditions; and (2) for

that which SCS cannot control or anticipate. Accordingly; BUYER further agrees to hold SCS harmless and shall indemnify and

defend SCS and all its agents and employees from and against all claims, damages, losses and expenses including but not

limited to solicitor fees, consequential damages, arising out of or as a result from the performance of SCS’s work involving,

affecting, or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by

SCS, except where the damages arises from SCS’s sole negligence.

16.4 SCS has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion

on the Site the BUYER’s property and has not conducted any investigation in connection herewith, SCS does not perform

asbestos or other hazardous material or substance removal and SCS shall have no responsibility whatsoever for any such

removal. BUYER expressly releases and shall hold SCS harmless from any liability whatsoever and for all claims arising out if

its presence, release, remediation or removal and for any costs, losses or damages BUYER may suffer or sustain if it is found

to exist on the BUYER’S property.

17 Dispute resolution

17.1 BUYER acknowledges, understands and agrees to pay for any and all detriment proximately caused by BUYER’S breach

of contract, including but not limited to damages for the delay or acceleration of this contract, office administration fees, court,

arbitration and lien filing fees, collection costs, interest, detriment caused by a loss of operating capital, and all losses

associated in pursuit of relief from BUYER’S breach of this contract.

17.2 If BUYER or SCS consider a dispute has arisen in relation to any matter covered by this agreement, that party must give

the other party written notice of the dispute. If the dispute cannot be resolved with the help of a mutually agreed third party, or if

a third party cannot be mutually agreed to, either party may refer the matter to the Fair Trading Tribunal.

18 Responsibilities of buyer

18.1 BUYER represents that, except as described in the quote, all plumbing, drainage, gas fitting, and roofing systems are in

good order and condition and agrees to hold SCS harmless for the discovery of defective conditions.

19 Termination of contract

19.1 BUYER may terminate the contract before completion of the work. Any cancellation of a booked job within 24 hours will

incur a standard call-out fee, as specified in the quote.

19.2 If the BUYER instructs SCS to cease work before work is completed, the BUYER shall immediately pay for all necessary

inspections by a relevant authority and all work carried out and materials and equipment used up to the time SCS ceases work,

including any work carried out after the BUYER’S instructions are given in order to make the site of the work secure as to health

and safety as required by relevant legislation. In the event the BUYER cancels the contract, any deposit paid shall be forfeited

as liquidated damages.

20 Miscellaneous exclusions

20.1 Unless otherwise provided for herein, the following are not included in, and not part of this contract, including but not

limited to rock or shale excavation, backhoe hire, tree removal, shoring, dewatering, authorities’ fees and charges, or any other

work not mentioned in this contract.

21 Promotional emails

21.1 You consent to receiving promotional emails, including surrounding the services we provide, new offers and information

about SCS. You may choose to opt-out of receiving Promotional Emails anytime

Please pay on invoice as NO further statement will be issued.

THIS IS A PAYMENT CLAIM UNDER THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT

1999 NSW.