



PERRY PLUMBING

PLUMBING . GASFITTING . DRAINLAYING

TERMS OF TRADE

1. Definitions

“**Account**” means the Customer’s account with the Vendor.

“**Perry Plumbing**” means Daniel Perry trading as “Perry Plumbing” and its employees and any authorised subcontractors.

“**Customer**” means the person or entity accepting these terms and conditions and their employees and authorised sub-contractors.

“**Product**” means goods supplied by Perry Plumbing to the Customer at any time.

“**Goods**” means the goods or products supplied by Perry Plumbing to the Customer pursuant to these terms and conditions.

“**Prices**” means the prices for the supply of the Goods or Services or both.

“**Services**” means the services supplied by Perry Plumbing to the Customer pursuant to these terms and conditions.

2. Quotes & Estimates

All quotes or estimates are valid for 60 days, after which Perry Plumbing reserve the right to amend if necessary, to allow for price variances.

If additional work is required that could not be foreseen by Perry Plumbing at the time of providing the quote, then we may either cancel this contract or charge for such additional work at our usual rate.

No variations to the work originally quoted for shall be carried out without the agreement of both the customer and Perry Plumbing. Where the customer and Perry Plumbing have agreed to a variation, Perry Plumbing will be entitled to charge for the work involved in such variation at our usual rate.

Due to the nature of the industry, on occasion there may be unforeseen circumstances that may incur additional charges beyond that quoted. In this unlikely event, you will be contacted by Perry Plumbing to discuss the options going forward prior to any additional materials being purchased, or labour commencing. Any additional materials or labour will be charged to the Customer accordingly.

When an estimate has been given this cost will not be binding until the actual price has been determined and an invoice has been given. If the final cost is looking likely to exceed the estimate the customer will be informed by Perry Plumbing.

3. Pricing

The price for Goods & Services supplied to the Customer will be determined on an invoice at the time of completion each stage of the project. All prices will be subject to GST.

4. Payment & Defaults

Payment of Invoices

Payment of invoices is expected by way of any of the payment methods listed on the invoice within 7 days of the invoice date unless prior arrangements with Perry Plumbing have been made. The arrangements must be made prior to commencing the job. It is understood that ongoing customers may have permanent payment arrangements with Perry Plumbing and these will be shown on your invoice.

Payment of Quoted or Estimated Jobs

Customers who have accepted a quote or estimate are expected to pay a 50% deposit prior to the job commencing. The remaining 50% will be payable within 7 days of receiving the final invoice, unless prior arrangements have been made. Perry Plumbing will invoice the customer at each stage of completion, unless other arrangements have been made prior to the job commencing.

Payment of Charge Up Jobs

Customers who have charge up jobs may be required to pay a deposit prior to a job commencing. The amount of the deposit will depend on the size of the job being carried out. Perry Plumbing will discuss this with the Customer on a case by case basis prior to the job being accepted and commencing. The deposit amount will not have a direct correlation with the final price of the job.

Customer Default

If full payment is not made by the customer to Perry Plumbing by the due date outlined on the invoice, in accordance with these terms of Trade, then the customer will be in default under this contract and Perry Plumbing may exercise all of the rights and remedies set out in this contract and otherwise available within the law.

Interest will be charged to the Customer on overdue invoices at a rate of 2.5% compounding per month. If an account is sent to debt collection, the customer will be liable for any additional costs that arise from this. In this instance, Perry Plumbing reserves the right to pass on all information relating to the Customer and the job to a third party for debt collection.

If a customer is in default, Perry Plumbing will not proceed with any further work until the account is paid in full.

After Hours Call Out Fees

An after hours call out fee will be charged on any work that is completed outside Perry Plumbing's normal operating hours which are 7.30am to 5.00pm Monday to Friday. In some cases, Perry Plumbing may decide to operate outside of these hours to enable completion of a job. In this instance, no call out fee will be charged.

Deposits

Deposits, (as outlined above) are expected to be cleared into the bank account of Perry Plumbing prior to the job commencing. If the deposit has not been received, this could cause a delay in the job commencing.

5. Consents, Access, Storage and Risk

The Customer is solely responsible for obtaining any necessary consents and ensuring compliance with all legislation, regulations, by-laws or rules in connection with the installation operation and provision of the Goods and Services. Perry Plumbing shall be entitled to rely on the accuracy of any plans provided by the customer, and not be obliged to check any plans, specifications and other information supplied by the customer. Perry Plumbing

The Customer is to provide a safe and clear workspace for Perry Plumbing to carry out the job. If any additional materials are required in order for Perry Plumbing to abide by a relevant legislation (i.e the Health & Safety Act), Perry Plumbing reserves the right to charge additional labour and/or materials incurred. (I.e scaffolding costs).

Perry Plumbing ensures the customer that it will adhere to all legislation while conducting the job. Perry Plumbing will keep up to date with all relative training.

6. Ownership

Perry Plumbing remains in ownership of all goods supplied until the account is paid in full.

7. Consumer Guarantees Act, Fair Trading Act, Warranties & Disputes

Where Perry Plumbing provides goods and services to the customer for business purposes within the meaning of the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes, these may imply warranties or impose obligations upon Perry Plumbing which cannot be excluded or modified.

Most products provided are covered under a minimum of a one year manufactures warranty.

All services will be subject to a 7 day warranty prior to completion of the job. If an fault arises after 7 days, Perry Plumbing will look into the cause of the fault, and come to an agreement on a resolution with the customer.

All disputes relating to invoicing, or quality of the job, must be received in writing within 7 days of either the job being completed, or the invoice date.

Perry Plumbing takes pride in providing excellent products and services to customers', we take all disputes seriously, and will endeavour to prioritise a resolution as soon as possible.

8. Health & Safety

Perry Plumbing takes Health & Safety seriously and are responsible for our own safety and health. Perry Plumbing complies with the Health & Safety at Work Act 2015 and any regulations made under the Act. Perry Plumbing's number one priority is to keep the customer, and any contractors or staff safe at all times.

9. Privacy Act

You authorise us to use information collected from you and to collect information from third parties, for purposes relating to this agreement.