



## Terms of Trade

### 1. Performance of Work

#### 1.1 We agree to:

- (a) perform the Work with the degree of skill, care and diligence in a professional manner that would reasonably be expected from a skilled and experienced provider of the Services, subject to any time, physical, financial or other restraints imposed by you or necessarily resulting from the nature of the provision of the Services;
- (b) comply with our obligations under the Health and Safety at Work Act 2015; and
- (c) endeavour to ensure that the Work is performed within the specified time(s) agreed with you in writing;

#### 1.2 You agree to:

- (a) provide us with reasonable assistance so that we may perform the Work;
- (b) reasonably cooperate with us;
- (c) provide us with clear instruction (including but not limited to the time and date you would like Work to be conducted, where the Work shall be performed at the Property and which areas are not to be cleaned);
- (d) ensure that we have free, unimpeded access to the Property in order to perform the Services;
- (e) ensure that any free-standing objects (including but not limited to any outdoor furniture, vehicles, pot plants and ornaments) are removed from the area(s) which Work is to be conducted;
- (f) arrange for availability of sufficient supply of free water;
- (g) ensure that any exterior cladding, joinery, flashings and any internal and external wall to floor substances are sealed against any water entry;
- (h) arrange for the disconnection and reconnection of any mains power entering the building(s) on the Property;
- (i) promptly notify us of any special conditions that you are required to fulfil to enable us to perform the Work, and ensure that you fulfil these conditions prior to any Work being conducted at the Property;
- (j) promptly notify us of any risks or hazards at the Property and inform us of the location of such risks or hazards;
- (k) ensure that the Property is reasonably ready for Work to be carried out and ensure there are minimal works in progress (including any tradespeople conducting work);
- (l) ensure that any animals at the Property are removed or adequately restrained whilst any Work is performed by us at the Property;
- (m) isolate all electrical components against any water ingress (including but not limited to ceiling and wall sockets, electronic alarms, automatic garage openers, sensors and switches);

1.3 You are liable to pay any costs associated with meeting any of your obligations in clause 1.2 .

### 2. Error and Omissions

#### 2.1 When we have completed Work, you must:

- (a) inspect the Work;

- (b) notify us within seven (7) Business Days of any alleged error, omission, defect or failure to comply with your instruction; and
- (c) allow us the opportunity to inspect the Work if there is any alleged error, omission, defect or failure to comply pursuant to clause 2.1(b)

### 3. Limitation of Liability

3.1 We will not be liable for any damage, defects, losses or costs in connection to:

- (a) a breach of any of your obligations under these Terms;
- (b) your failure to maintain your property;
- (c) your failure to follow any instructions provided by us;
- (d) any workmanship that is repaired, altered or overhauled without our prior consent;
- (e) any aluminium joinery on the Property, that is more than five (5) years old or where the surface of the aluminium joinery is degraded; or
- (f) any delay in replacing or remedying our workmanship or in properly assessing your claim.

3.2 Nothing in these Terms limits your rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

### 4. Indemnification

4.1 You agree to indemnify us against any losses, costs (including legal costs on a solicitor client basis), damages, liabilities or demands arising from any third party claim brought against us which arises in connection with the Work or which arises as a result of a breach any of your obligations under these Terms; in each case except to the extent caused by our gross negligence or by breach of any of our obligations under these Terms.

### 5. Termination

5.1 Termination by you:

- (a) Five day cool down period: You may cancel any Work or Services to which these Terms apply at any time within five (5) Business Days of agreeing to pursue work.
- (b) In the event that you cancel pursuant to clause 5.1(a) , you will be liable for any and all loss incurred (whether direct or indirect) by us as a direct result of the cancellation (including, but not limited to, any loss of profits).

5.2 Termination by us:

- (a) We may cancel any Work to which these Terms apply at any time before Work is commenced by giving written notice to you.

5.3 We are not liable for any loss or damage whatsoever arising from such cancellation.

5.4 Termination by breach:

- (a) Either party may cancel any Work if the other party has breached a material obligation under these Terms.

### 6. Privacy Act 1993

6.1 You authorise us to:

- (a) assess, collect, hold and use your personal information for the purposes

of assessing your creditworthiness (including obtaining any credit statements and/or reports);

(b) assess, collect, hold and use your personal information for the purposes of marketing any of the Services to you; and

(c) disclose information about you, whether collected from you directly or obtained by us from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you.

6.2 The authorities granted under clause 6.1 are authorities or consents for the purposes of the Privacy Act 1993.

6.3 You have the right to request a copy of the information about you that is retained by us and the right to request correction of any incorrect information about you held by us.

## 7. Notice

7.1 Unless notice in writing is required under these Terms, notice may be given by telephone, email, fax or writing.

## 8. Force Majeure

8.1 A party will not be liable for any breach or failure to perform its obligations under these Terms (other than the obligation to pay money) if it is due to an event of Force Majeure.

8.2 In the event of Force Majeure, the party will, as soon as practicable:

(a) give the other party notice of the circumstances;

(b) use all reasonable endeavours to minimise the effects of the circumstances; and

(c) continue to perform its obligations under these Terms.

9.1 Neither party may subcontract or assign any of its rights or obligations under these Terms without the prior written consent of the other party.