

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract, unless stated otherwise: (i) Words in the singular include the plural and vice versa, as required by context; (ii) "Person" includes an individual, firm, corporation, unincorporated body, partnership, joint venture, or association; and (iii) Italicised terms in these General Conditions are defined in Clause 2.

2. DEFINITIONS

- **Act** – The Building Act 1993;
- **Action** – Any claim, notice, demand, proceeding, or litigation initiated in any Court or Tribunal;
- **Building Product** – Any material or component used or associated with a building;
- **Contract** – This agreement, comprising the General Conditions, the Quotation, and any additional documents listed in Clause 23.1;
- **Contract Date** – The date on which both parties sign this Contract;
- **Contract Works** – All work to be performed by the Contractor under this Contract, including Urgent Works, Emergency Works, Search and Investigation Works, and Other Works, excluding items listed in Clause 22.1;
- **Contractor** – Fast Direct Plumbing Pty Ltd, including its permitted assignees and transferees;
- **Contract Price** – The total payable amount stated in the Quotation, subject to adjustments as per this Contract;
- **Customer** – The person(s) listed as 'Customer' in the Quotation, including their heirs, executors, administrators, and permitted assignees;
- **Date for Commencement** – The date determined per Clause 6;
- **Date for Practical Completion** – The deadline for achieving Practical Completion as per Clause 7;
- **Date of Commencement** – The first day on which the Contractor begins work on-site;
- **Date of Practical Completion** – The day when the Contract Works are completed as per the Contract;
- **Defects Document** – A document that: (i) Lists minor defects and omissions agreed upon by the Contractor and Customer; (ii) Specifies a timeline for the Contractor to rectify these defects; (iii) Identifies defects claimed by the Customer but disputed by the Contractor; (iv) Is signed by the Contractor;
- **Emergency Works** – Work determined by the Contractor as requiring immediate action due to its nature;
- **General Conditions** – These Contractual terms;
- **Latent Condition** – Any unforeseen physical condition on or around the Site that differs from what the Contractor reasonably expected at the time of entering into the Contract;
- **Lending Body** – Any entity providing finance to the Customer for payments under this Contract;
- **Non-conforming Building Product** – A Building Product that: (i) Is unsafe or fails to meet regulatory requirements; (ii) Does not perform as represented by responsible parties;
- **Other Works** – Work beyond Urgent and Emergency Works, as detailed in the Quotation, excluding items in Clause 22.1;
- **Practical Completion** – The stage at which Contract Works are completed in compliance with this Contract, apart from minor defects that do not impact usability;
- **Quotation** – The Contractor's quoted offer attached to this Contract;

- **Relevant Criteria** – Industry standards and manufacturer guidelines applicable to building materials;
- **Search and Investigation Works** – Work required to identify plumbing issues, such as locating water leaks, or locating gas leaks.
- **Site** – The 'Job Address' specified in the Quotation;
- **Urgent Works** – Work requested by the Customer for immediate completion.

3. CONTRACTOR'S OBLIGATIONS

3.1 Obligations and Warranties - The Contractor will execute the Contract Works: (i) With professionalism and due diligence; (ii) In compliance with all legal requirements, including the Building Act 1993; (iii) In accordance with the documents listed in Clause 25

3.2 The Contractor will supply all necessary materials unless specified otherwise.

3.3 Materials supplied by the Contractor will: (i) Be of good quality and suitable for the intended purpose; (ii) Be new unless stated otherwise.

3.4 If the Contract Works involve home construction or renovation, they will be suitable for occupation upon completion.

3.5 Approvals - Unless specified otherwise in writing, the Customer is responsible for obtaining necessary permits and approvals.

3.6 Excess Materials - Any surplus or demolished materials remain the property of the Contractor.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer must: (i) Provide the Contractor with unrestricted access to the Site; (ii) Ensure the work area is unobstructed; (c) Allow the Contractor to use power and water services; (d) Remove personal items that may impede the work.

4.2 The Customer must be present on-site during work if required by the Contractor.

4.3 The Customer is liable for additional costs resulting from restricted site access.

4.4 The Customer warrants that they have authority over the Site and that all pre-existing structures comply with regulations.

4.5 If the Customer supplies materials or documents, they: (i) Warrant their accuracy and compliance; (ii) Indemnify the Contractor against any liability related to the materials or documents.

5. CALL OUT FEE

5.1 The Customer agrees to pay the call-out fee in consideration of the Contractor's cost of dispatching a representative to the Site for the Contract Works.

5.2 The call-out fee must be paid: (i) By 11:59 PM on the day a Contractor's representative is dispatched to the Site; or (ii) If the representative is dispatched outside of business hours (7:00 AM - 4:00 PM Monday to Friday) or on a weekend, public holiday, or during the December 22 – January 14 period, the payment must be made before dispatch.

5.3 If the Customer pays the call-out fee on time, and: (a) The call-out took place within seven (7) days before the Contract Date; (b) It occurred between 7:00 AM and 4:00 PM on a weekday and was not for Urgent or Emergency Works, then the call-out fee will be reduced by up to \$39.00 plus GST.

6. TIMING OF WORKS

6.1 Urgent and Emergency Works (i) The Contractor will make reasonable efforts to commence Urgent and Emergency Works within 24 hours of the Contract Date unless otherwise agreed in writing. (ii) The Contractor will complete Urgent and Emergency Works within 14 days of the Contract Date unless an extension is necessary due to unforeseen circumstances.

6.2 Other Works (i) The Contractor must commence Other Works by the later of: Five (5) days after the Contract Date; or (ii) Five (5) days after: - The Customer has paid the deposit (if required); - The Customer has complied with its obligations under Clause 4; - If applicable, the Customer has provided proof of financial capacity; - If applicable, the

Contractor has obtained all necessary approvals and permits.

6.3 Delays in Approvals (i) If required approvals are not obtained within 30 days of the Contract Date due to no fault of the parties, either party may terminate the Contract by providing written notice. (ii) If the delay is due to the Customer's failure to act, the Contractor may either: (i) Terminate the Contract; or (ii) Extend the timeframe for the Customer to obtain the necessary approvals, at the Contractor's discretion.

6.4 Completion Deadline (i) The Contractor must complete the Other Works within 14 days of the Contract Date, subject to extensions for variations or delays beyond the Contractor's control.

6.5 Notification of Work Progress (i) If the Contract Price is equal to or greater than \$20,000, the Contractor must, within 10 Business Days of commencing work on-site, provide the Customer with written notice stating: (i) The Date of Commencement; and (ii) The Date for Practical Completion.

7. OBLIGATIONS UPON PRACTICAL COMPLETION

7.1 Upon achieving Practical Completion, the Contractor must provide the Customer with: (i) A final Progress Claim for the outstanding balance of the Contract Price, including any necessary adjustments; (ii) A certificate confirming the date of Practical Completion; (iii) If applicable, a Defects Document listing minor defects or omissions.

7.2 If the Customer disputes that Practical Completion has been reached, they must provide written notice within 24 hours, specifying: (i) The remaining work required for completion; (ii) The relevant provisions of this Contract that support their claim.

7.3 Upon receiving the Customer's notice, the Contractor must rectify the agreed outstanding work necessary for Practical Completion.

7.4 Once additional work under Clause 7.3 is completed, the Contractor must issue a revised final Progress Claim and a new Practical Completion notice.

7.5 The Customer must pay the final Progress Claim before: (i) Taking possession of the Contract Works; and (ii) Receiving reports, manuals, warranties, or instructions related to the work.

7.6 If the Customer takes possession of the Contract Works without prior written authorization, the works shall be deemed complete, and the Customer must pay the full final Progress Claim without deduction.

8. PAYMENT OF CONTRACT PRICE

8.1 The Customer must pay the Contract Price in accordance with this Contract.

8.2 If a deposit is required, the Customer must pay it by 5:00 PM on the Contract Date.

8.3 Unless otherwise agreed in writing, the Contractor is entitled to claim payment in proportion to the value of the work completed.

8.4 The Contractor's Progress Claims must include: (i) Details of the completed work; (ii) Any Contract Price adjustments; (iii) Any other amounts due from the Customer; (iv) The total claim amount.

8.5 The Customer must pay all Progress Claims by 5:00 PM on the date of issue.

8.6 Payments must be made via cleared funds or cash deposits. Credit or debit card payments may incur a surcharge.

8.7 The Customer cannot withhold payment or set-off amounts without prior agreement.

9. DEFAULT ON PAYMENTS

9.1 Payment is required by Customer on Completion of Contract works

9.2 If the Customer fails to pay on completion. (i) Interest of 18% per annum applies; (ii) The Contractor is entitled to suspend Contracted Works; (iii) if the contract works are incomplete immediately suspend contract works, it's actual costs and expenses of recovering amounts owing including debt collection costs, solicitors' costs, internal administration fees and related fees and expenses.

9.3 If the Customer has paid any part of the Contract Price which is dishonoured or the transaction is subsequently reversed, the Customer is liable for the amount of the reversed transaction in addition to any further costs incurred by the Contractor where the reversal is unlawful, Fraudulent, or in a contravention of the Customers obligation under this Contract.

9.4 The Customer charges in the Contractors' favour as security for the payment of all monies owing to the contractor by the customer. (i) where the customer is not the resident owner, of all the Customers estate and interest in any land including the Site, (ii) any other assets, other than the land constituting the Site, whether tangible or intangible in which the Customer now has any legal and/or beneficial interest and/or in which the Customer may later acquire any such interest.

9.5 where the Contractor has an interest in land Pursuant to Clause 9.4 (i) grants an equitable mortgage over the land to the Contractor, charging the land as security for the performance by the Customer of all the Customers obligations under the Contract. (ii) agrees to the Contractor lodging a caveat over the land to secure Contractors interest as equitable mortgagee. (iii) agrees to do all things and sign all documents necessary to enable the Contractor to lodge the caveat. (iv) is liable for all stamp duty, fees, costs, charges and expenses incurred by the Contractor or arising by the operation of this Clause and on any caveat lodged by the Contractor on an indemnity basis.

9.6 The Customer grants the Contractor a security interest in their assets as collateral for unpaid amounts.

10. VARIATIONS AND LATENT CONDITIONS

10.1 Either party may request a variation in writing. The Contractor must document agreed changes and cost adjustments before commencing additional work.

10.2 If a Latent Condition is discovered, the Contractor must notify the Customer within two (2)

days and provide estimated cost and time implications.

10.3 The Customer must provide written instructions within one (1) day of receiving notice of a Latent Condition.

11. EXTENSION OF TIME CLAIMS AND DELAY COSTS

11.1 The Contractor may claim an extension of time due to: (i) Adverse weather; (ii) Court or regulatory orders; (iii) Customer delays; (iv) Industrial disputes; (v) Material shortages; (vi) Other uncontrollable delays.

11.2 The Contractor must submit an extension request within five (5) days of identifying the delay.

11.3 If the Customer does not dispute an extension within two (2) days, it is deemed approved.

11.4 The Customer must reimburse the Contractor for reasonable costs incurred due to the delay.

12. SUSPENSION

12.1 The Contractor may suspend work for: (i) Non-payment of a Progress Claim; (ii) Breach of contract by the Customer.

12.2 If the issue is not remedied within two (2) days, the Contractor may terminate the Contract.

12.3 The Customer must cover costs incurred due to suspension.

13. TERMINATION

13.1 Either party may terminate the Contract for a material breach if not remedied within five (5) days.

13.2 If the Contractor terminates, they may recover costs for completed work and remove tools or materials from the Site.

13.3 If the Customer terminates, they must pay for all work completed up to that point.

14. DEFECTS

14.1 The Contractor must rectify defects within six (6) months of Practical Completion if properly notified by the Customer.

14.2 The Contractor is not liable for defects caused by: (i) Improper maintenance; (ii) Work by others; (iii) Pre-existing site conditions.

15. WARRANTIES IN RELATION TO BLOCKAGES

15.1 The Contractor does not warrant that clearing a blockage will permanently resolve the issue.

15.2 If tree roots or structural damage cause blockages, additional charges may apply.

16. WARRANTIES IN RELATION TO LEAK DETECTION

16.1 The Contractor will perform leak detection with due care but does not guarantee that all leaks will be identified.

16.2 If a primary leak is detected and repaired, the Contractor is not responsible for additional search efforts.

17. CUSTOMER-SUPPLIED MATERIALS

17.1 The Contractor provides no warranty for Customer-supplied materials.

17.2 The Contractor is not liable for any defects arising from Customer-supplied materials.

18. DAMAGE TO THE SITE

18.1 The Contractor is not liable for damage to: (i) Underground services; (ii) Existing structures; (iii) Unavoidable incidental damage.

19. TITLE, RISK, AND INSURANCE

19.1 The Contractor retains ownership of materials until full payment is received.

19.2 The Customer assumes risk for materials upon delivery to the Site.

19.3 The Contractor must maintain necessary insurance coverage throughout the Contract duration.

20. WORKPLACE HEALTH AND SAFETY

20.1 The Contractor must comply with all applicable workplace safety and environmental laws.

20.2 The Contractor is responsible for the supervision and safety of workers on-site.

21. RESOLUTION OF DISPUTES

21.1 Disputes must be addressed through written notice and negotiation before legal action is pursued.

21.2 If a dispute remains unresolved, either party may seek mediation or legal resolution.

22. FINANCE AND EVIDENCE OF CAPACITY TO PAY

22.1 Customer's Obligation to Provide Financial Evidence (i) The Customer must provide evidence of their capacity to pay the Contract Price as soon as reasonably practicable after the Contract Date or within five (5) days if requested by the Contractor. (ii) The Customer must ensure they have sufficient funds available to meet payment obligations under this Contract before signing.

22.2 Contract Subject to Finance (i) If the Customer requires finance to pay the Contract Price, they must inform the Contractor in writing before or at the time of signing this Contract. (ii) The Customer must make all reasonable efforts to obtain finance without delay. (iii) If finance is not approved within thirty (30) days of the Contract Date, the Customer must immediately notify the Contractor.

22.3 Failure to Obtain Finance (i) If the Customer fails to secure finance and informs the Contractor in writing, either party may terminate the Contract by providing written notice. (ii) If the Contract is terminated under Clause 22.3(i), the Customer must pay the Contractor for all work performed up to the date of termination, including any materials ordered or supplied.

22.4 Partial Finance Approval (i) If the Customer secures only partial finance for the Contract Price, the remaining balance becomes immediately payable by the Customer unless otherwise agreed in writing by the Contractor. (ii) The Contractor is not obligated to proceed with the Contract Works unless full payment arrangements are confirmed.

22.5 Payment from a Lending Body (i) If the Customer obtains finance, they must authorize the Lending Body to make direct payments to the Contractor for amounts due under this Contract. (ii) The Customer must provide written confirmation to

23. CONTRACT DOCUMENTS AND DISCREPANCY ERROR AND AMBIGUITY

23.1 Contract Documents (i) The following documents form part of this Contract: (ii) These General Conditions; (iii) The Quotation; (iv) Any Special Conditions (if applicable); (v) Any other documents specifically referenced within this Contract.

23.2 Order of Precedence (i) In the event of any inconsistency or discrepancy between Contract documents, the following order of precedence shall apply: (ii) The General Conditions of this Contract; (iii) Any Special Conditions (if applicable); (iv) The Quotation; (v) Any other attached documents.

23.3 Errors and Ambiguities (i) If an error, discrepancy, or ambiguity is found in the Contract documents, the Contractor must notify the Customer as soon as practicable. (ii) The Customer must provide direction on how the error or ambiguity should be resolved within two (2) business days of receiving notice. (iii) If the Customer fails to provide direction, the Contractor may make reasonable corrections in accordance with industry standards, which will be binding on both parties.

24. INDEMNITIES

24.1 Indemnity by Customer (i) The Customer indemnifies and holds harmless the Contractor, its employees, agents, and subcontractors against all claims, losses, liabilities, damages, and expenses (including legal fees) that arise due to: (i) The

Customer's failure to comply with this Contract; (ii) Any damage to the Site caused by the Customer or third parties under the Customer's control; (iii) The use of any materials, documents, or specifications supplied by the Customer; (iv) Any personal injury, death, or property damage caused by the Customer's negligence.

24.2 Indemnity by Contractor (i) The Contractor indemnifies and holds harmless the Customer against all claims, losses, liabilities, and damages resulting from: (i) The Contractor's failure to comply with this Contract; (ii) Any damage to the Site caused by the Contractor's negligence or that of its employees or subcontractors; (iii) Any personal injury or property damage arising directly from the Contractor's performance of the Contract Works, except where such damage was caused by the Customer's negligence.

24.3 Limitations on Indemnities (i) Neither party is liable for indirect or consequential damages, including loss of business, profits, or reputation. (ii) The indemnities provided in this section do not apply to any loss or damage to the extent that it results from the negligent or wrongful act of the other party.

24.4 Insurance Requirements (i) The Contractor must maintain all legally required insurances, including public liability insurance, workers' compensation, and any other relevant coverage, for the duration of the Contract. (ii) The Customer must maintain adequate property insurance covering the Site and any pre-existing structures. (iii) Either party must provide proof of insurance upon request by the other party.

25. Excluded items unless otherwise agreed in writing. The Customer and the Contractor agree that the following items do not form part of this contract and are not included in the contractor price. (i) search and investigation works. (ii) works related to water hammer. (iii) execration works. (iv) warranty or liability in respect of any nature on any works not actually performed by the Contractor. (v) warranty or liability in respect of any work in whole or in part that is carried out by the Customer or others (prior to, during or after the contract). (vi) survey of site. (vii) the cost of overcoming any Latent Condition. (viii) connection of services to the site or, (ix) warranty or

liability in respect of any intermittent or lingering smells. (x) any written report. (xi) the preparation of any written report must be submitted in writing prior to the commencement of the Contract Works.

25.1 Contract Documents (i) The following documents form part of this Contract: (ii) These General Conditions; (iii) The Quotation; (iv) Any Special Conditions (if applicable); (iv) Any other documents specifically referenced within this Contract.

25.2 Clarification and Dispute Resolution (i) If the Customer and Contractor cannot agree on the interpretation of any discrepancy, error, or ambiguity, the matter shall be resolved in accordance with the dispute resolution procedures outlined in Clause 21 of this Contract. (b) Both parties agree to act in good faith and make reasonable efforts to resolve any disputes related to contract documents before escalating the matter to mediation or legal proceedings. (a) The following documents form part of this Contract: (i) These General Conditions; (ii) The Quotation; (iii) Any Special Conditions (if applicable); (iv) Any other documents specifically referenced within this Contract.

25.3 Order of Precedence (i) In the event of any inconsistency or discrepancy between Contract documents, the following order of precedence shall apply: (ii) The General Conditions of this Contract; (iii) Any Special Conditions (if applicable); (iv) The Quotation; (v) Any other attached documents.

25.4 Errors and Ambiguities (a) If an error, discrepancy, or ambiguity is found in the Contract documents, the Contractor must notify the Customer as soon as practicable. (b) The Customer must provide direction on how the error or ambiguity should be resolved within two (2) business days of receiving notice. (c) If the Customer fails to provide direction, the Contractor may make reasonable corrections in accordance with industry standards, which will be binding on both parties.

26. EXTENDED TERMS

26.1 Force Majeure (i) Neither party shall be liable for any failure or delay in performance under this Contract due to causes beyond their control,

including but not limited to acts of God, war, terrorism, natural disasters, pandemics, or government actions. (ii) If such an event occurs, the affected party must notify the other party in writing and take reasonable steps to mitigate delays. (ii) If the event continues for more than thirty (30) days, either party may terminate the Contract by providing written notice.

26.2 Confidentiality (i) Both parties agree to keep confidential any sensitive business, financial, or technical information received from the other party during the course of this Contract. (ii) Confidentiality obligations do not apply to information that: (iii) Was publicly available before disclosure; (iv) Becomes publicly available through no fault of the receiving party; (v) Is required to be disclosed by law or regulatory authorities.

26.3 Governing Law and Jurisdiction (i) This Contract is governed by and shall be interpreted in accordance with the laws of the state where the Contract Works are performed. (ii) Any disputes arising under this Contract shall be resolved in the courts of that state.

26.4 Electronic Communications and Notices (i) Notices required under this Contract may be sent via email, SMS, or any other agreed electronic method and will be deemed received if the recipient's server confirms delivery. (b) Any required signatures may be electronically signed and are deemed legally binding.

26.5 Survival of Terms (a) The terms of this Contract that, by their nature, should survive termination (such as confidentiality, indemnities, and dispute resolution) shall remain in effect after termination.

27. GENERAL

27.1 Contract Price Validity (a) The Contract Price stated in the Quotation is valid for a period of twenty-four (24) hours from the "Quote Date" specified in the Quotation. (b) If the Customer does not sign and return a copy of the Contract within twenty-four (24) hours of the Quote Date, the Contractor reserves the right to recalculate the Contract Price before proceeding.

27.2 Entire Agreement (i) This Contract constitutes the entire agreement between the Contractor and the Customer. (ii) It supersedes all prior discussions, negotiations, arrangements, or agreements, whether oral or written, in relation to the subject matter of this Contract.

27.3 Waiver and Severability (i) A waiver of any provision or right under this Contract must be in writing and signed by the party granting the waiver. (ii) Failure by either party to enforce any provision of this Contract at any time shall not be construed as a waiver of its rights under that provision or any other provision. (i) If any provision of this Contract is found to be void, illegal, or unenforceable, the provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect.

27.4 Assignment and Subcontracting (i) Neither party may assign its rights or obligations under this Contract without prior written consent from the other party. (ii) The Contractor may engage subcontractors to perform portions of the Contract Works but remains responsible for ensuring compliance with this Contract.

27.5 Governing Law and Jurisdiction (a) This Contract shall be governed by and interpreted in accordance with the laws of the state where the Contract Works are performed. (b) Both parties submit to the exclusive jurisdiction of the courts in that state, including appellate courts. (c) Each party waives any right to object to legal proceedings being conducted in that jurisdiction.

27.6 Force Majeure (Performance Disruptions) (a) If a party is unable to fulfill its obligations under this Contract due to an event beyond its control, such as acts of God, war, natural disasters, pandemics, or government intervention, it must notify the other party in writing immediately. (b) The affected party must take all reasonable steps to minimize delays and resume performance as soon as reasonably possible. (c) If the delay continues for more than thirty (30) days, either party may terminate the Contract by providing written notice.

27.7 Customer Acknowledgment (i) The Customer acknowledges that they have read, understood, and voluntarily agreed to the terms and conditions outlined in this Contract. (ii) The Customer confirms

that they have not relied on any representations or statements outside of this Contract in making their decision to proceed.

27.8 Notices and Communication (i) All notices, approvals, and other communications under this Contract must be provided in writing and delivered by hand, email, SMS, or registered mail to the addresses specified by the parties. (ii) Any electronic communication will be deemed received upon successful transmission, provided no error message is received by the sender.

27.9 Amendments and Modifications (i) No amendments or modifications to this Contract shall be valid unless made in writing and signed by both parties.

27.10 Survival of Terms (i) Any terms of this Contract that, by their nature, should continue to apply after the Contract's termination (including confidentiality, indemnities, dispute resolution, and liability limitations) shall remain in effect.