

Terms and Conditions

1. Operation

- (a) All Goods and Services supplied by the Company are supplied in accordance with these Terms and Conditions.
- (b) By signing these Terms and Conditions and/or agreeing to the quotes provided by the Company, the Customer will be deemed to agree that these Terms and Conditions apply to the exclusion of all others.
- (c) Time is of the essence in respect of the Customer's payment obligations.

2. Definitions

- (a) **Agreement** means these Terms and Condition, any Quote signed by the Customer and any associated guarantee.
- (b) **Company** means All Hands On Pty Ltd (ACN 631 132 324) and each of its related body corporate, agents, successors and assigns (as applicable).
- (c) **Customer** means the Customer, its successors and assigns or any person acting on behalf of and with the authority of the Customer, including but not limited to a property manager, body, strata managing authority, as so described on any application, quotation, work authorisation or other form provided by the Company to the Customer.
- (d) **Force Majeure Events** means any act, event or circumstance outside the reasonable control of the Company, including but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kinds.
- (e) **Quote** means any written estimation of price for the Goods or Services provided by the Company to the Customer.
- (f) **Repair** means to restore to a working condition any object, part, component section or area with respect to any of the aforementioned not functioning thereafter as a result of unforeseeable conditions to the object, part, component section or area due to circumstances such as age, wear and tear or prior trade work.

3. Acceptance

- (a) In relation to Quotes where site attendance is required, it is at the discretion of the Company to provide free quotations based on the volume of works and time being requested of the quoting officer. Should comprehensive Quotes be anticipated to exceed \$30,000.00 not including GST, the Customer will be informed of associated fees and charges prior to attendance.
- (b) Quotes are valid for thirty (30) calendar days as of the date of issue and are subject to change at the discretion of the Company.
- (c) It is the responsibility of the Customer to confirm and outline specific requests in relation to works prior to signing and/or accepting the Quotes. Once materials, labour, Goods and Services are purchased, the Customer will be held liable for costs incurred, even if these purchased materials, labour, Goods and Services are no longer be required.

4. Variations

- (a) Upon signing or approving Quotes in their completed form, the Customer agrees that any further requested works, drawings or variations to the Quote as stated are subject to change and associated costs thereafter. Any and all variation/s as verbally requested/agreed at the time of commencement and/or during works, may be required in writing prior to proceeding.
- (b) The Company may be required to alter or change Quotes at any given time.

5. Installations and Fit Outs

- (a) Materials and labour as supplied by the Company are warranted for 12 months as of the date of final invoicing, unless otherwise specified or for the period warranted by the manufacturer of any said product. The Company does not warrant any part, component or material as supplied by an outside party for completion of works.
- (b) It is at the discretion of the Company, to install or fit any material and/or supplies as supplied by the Customer to insure suitability and compatibility of products.
- (c) Materials as supplied by the Customer, provided for the use of the Company, must be made available on the agreed date of commencement of works. It is at the discretion of the Company, that a loss of time fee be charged at its discretion should delays outside of its control occur.

6. Repairs and Previous Trade Work

- (a) The Company will not be held accountable for damages borne as a result of conditions outside of its control or due to previously defective works, alterations or repairs where failure or negligence has occurred where not previously disclosed, outlined, detected, anticipated or asked to proceed under direction of the Customer.
- (b) The Company does not warrant or accept any responsibility for faults, damage or malfunction of any previously used, reused or supplied part, component, hardware or materials retrofitted for the purpose of repairs or installations

7. Warranties

- (a) The Customer shall inspect the Goods and/or Services on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or Quote.
- (b) The Customer shall afford the Company an opportunity to inspect the Goods and/or Services within a reasonable time following delivery if the Customer believes the Goods and/or Services are defective in any way. If the Customer fails to comply with these provisions, the Goods and/or Services shall be presumed to be free from any defect or damage with the invoice balance to be paid in full.
- (c) If a dispute arises, or the Customer is not satisfied with the product or services provided by the Company, the Customer hereby warrants and agrees to contact the Company to advise of any dispute and/or negative feedback.
- (d) The Customer further warrants and agrees not to denigrate or bring into disrepute the reputation of the Company by posting negative feedback or comments on any forum, including but not limited to social media, unless the Customer has adhered to Clause 7(c) above.

8. Personal Property Securities Act 2009 ('PPSA')

The Customer acknowledges and agrees:

- (a) This Agreement constitutes a security agreement for the purposes of the PPSA and creates a registerable security interest under the PPSA in all materials supplied or will be supplied by the Company to the Customer;
- (b) The Company has the right to register a financing statement under the PPSA with respect to the security interest created by this Agreement;
- (c) If The Company registers a security interest under the PPSA, the Company may exercise any or all remedies afforded to it as a secured party, without prejudice to any other rights or remedies arising out of a breach by the Customer of any agreement with the Company and the materials supplied or will be supplied by the Company to the Customer are collateral for the purposes of the PPSA.
- (d) The Customer waives any right the Customer has under the PPSA to receive notice in relation to registration events.
- (e) The Customer and The Company agree that neither party will disclose information of the kind specified under section 275(1) of the PPSA.
- (f) The Company may elect, at its absolute discretion and at any time, that any section of the PPSA specified in section 115 will not apply to the extent permitted by section 115.
- (g) This clause shall survive the termination of the Contract.

9. Caveatable Interest

- (a) The Customer acknowledges and expressly agrees that any outstanding payment owing to the Company at any time will create an equitable interest in any real and/or personal property owned by them and the Customer expressly authorises the Company to lodge a caveat on any real property that the Customer owns and agree to bear the costs of the lodgement of that caveat.
- (b) For the purpose of this clause, the Customer irrevocably appoints the Company as the Customer's attorney to perform all necessary acts to execute its rights under this clause including, but not limited to, signing any document on the Customer's behalf.
- (c) The Customer indemnifies the Company against all of the Company's costs and disbursements (including legal costs) incurred as a result of exercising its rights under this clause.

10. Real Estate and Strata Management

- (a) It is the responsibility of the representative Real Estate, Property Manager, Authority, Strata Managing Authority, or Body to provide full and correct contact and site details where works, quotes are to be carried out. The Company, Reserves the right to charge associated call out fees per incorrect site attendance once details have been provided.
- (b) It is at the discretion of the Company, to charge associated call out fees to the Managing body or Representative Authority for any loss of time where site attendance for scheduled works to be undertaken have not been made accessible to trades persons once afore scheduled times have been agreed on.
- (c) It is the responsibility of the managing representative authority to provide the correct and corresponding keys, access codes and/or accessibility to any property where services are required. The Company, reserves the right to charge associated call out fees for loss of time where access has been improperly provided or impeded due to incorrect access.
- (d) Work Order/Quote Acceptance Cancellations. The representative Real Estate, Property Manager, Authority, Strata Managing Authority agrees to reimburse monies in full for any materials, supplies, labour, services and/or purchases made by the Company, to carry out work orders/approved quotes where cancelled once approved.

11. Payment

- (a) It is the sole discretion of the Company, to require a deposit for payment prior to supplying goods and services to the Customer.
- (b) Time for payment of goods and services shall be stated on the tax invoice supplied to the Customer or any other form supplied requesting payment. If no time is stated, then payment in full shall be due in seven (7) days following delivery of invoice.

(c) Payments owing shall be made out in full to the Company on delivery of goods and services from the Customer.
Payment will be made by Cash, Cheque, Bank Cheque, Direct Credit (EFT), Credit Card (plus a surcharge of up to three percent (3%) of the invoiced amount, or four and one half percent (4.5%) or the invoiced amount if payment is made by American Express card), or any other method as agreed to between the Customer and the Company, in writing.

12. Account, Default and Minimal Supply Fees

- (a) If the Company incurs processing fees as a result of any payments made by the Customer which are subsequently dishonoured, then the Company may charge the Customer the amount of such processing fees and the Customer must pay that amount to the Company immediately on request.
- (b) If the Customer fails to make a payment by the due date identified on a tax invoice or any form supplied requesting payment, or in accordance with these Terms and Conditions or any other agreement between the Company and the Customer, after demand for payment by the Company, or if the Company believes that the Customer cannot fulfill their obligations under these Terms and Conditions, then the Company may do some or all of the following:
- suspend performance of its obligations under the agreement between the Company and Customer until all amounts owing by the Customer to the Company are paid in full;
 - charge interest on the amount outstanding at the Australian Taxation Office's General Interest Charge (GIC) rate, accruing daily from and including the due date for payment until the date of payment in full;
 - charge the Customer for all costs and expenses incurred or considered against the Customer whether for debt, re-possession of the Goods or otherwise, for the recovery of the outstanding amounts; and
 - the Company is entitled to claim the sum of \$375.00 from the Customer as the reasonable costs of recovering any outstanding amount and the Customer acknowledges that this is a fair and reasonable amount incurred by the Company.; and
 - the Company may further claim from the Customer all costs relating to any action taken by the Company to recover money or Goods, including but not limited to, any legal costs and disbursements on a solicitor-client basis.

13. Force Majeure

- (a) The obligations of the Company will be suspended during the time and to the extent that the Company and/or its related body corporates is/are prevented from or delayed in complying with those obligations as a result of the Force Majeure Event.
- (b) The Customer acknowledges and agrees that the Company is not liable for any delay, costs, loss or damage as a result of a Force Majeure Event and this Agreement can be used as a bar to proceedings.
- (c) If the Company and/or its related body corporates is/are affected by a Force Majeure Event, it will:
- as soon as reasonably possible after being affected give the Customer particulars of the Force Majeure event and the manner in which the Company's performance of its obligations will be prevented or delayed; and
 - take reasonable steps to remove, overcome or minimise the effects of the Force Majeure Event, except that the Company and/or its related body corporates is/are not obliged to settle a strike, lockout or other labour difficulty.

14. Liability

- (a) Subject to this clause, and to the maximum extent permitted by the Australian Consumer Law and all other applicable Law, the Company and/or its related body corporates is/are not liable to the Customer or to any third party for:
- any loss or damage of any kind caused by or resulting from any act or omission of that other party or any of its employees, agents, contractors; or
 - any loss, damage, liability, expense, injury or death sustained or incurred by the Customer or any other party, including without limitation any loss of profits, or economic, special, indirect or consequential loss or damage, whether resulting directly or indirectly out of any negligence of the Company, the supply, performance or use of any Goods or out of any breach of the Company and/or its related body corporates under any contract incorporating these Terms and Conditions, even if notified of the possibility of that potential loss or damage.
- (b) Any representation, consumer guarantee, warranty or condition or undertaking that would be implied in the Agreement or under the Agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by the Australian Consumer Law and all other applicable Law.
- (c) Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, condition, warranty, right or remedy conferred on the Customer by the Australian Consumer Law or any other applicable Law that cannot be excluded, restricted or modified by an agreement.
- (d) To the maximum extent permitted by the Australian Consumer Law and all other applicable Law, the liability of the Company and/or its

related body corporates for a breach of a non-excludable condition or consumer guarantee warranty referred to in this Agreement is limited, at the Company's option, to any one or more of the following:

- the replacement of the Goods or the supply of equivalent Goods; or
 - the payment of the cost of replacing the Goods or of acquiring equivalent Goods.
- (e) In no event will the liability of the Company, whether under this clause, or otherwise, exceed the purchase price of the Goods supplied by the Company and/or its related body corporates.
- (f) In relation to any third party complaints or claims, the Customer must:
- deal promptly with all third party complaints or claims made in relation to the Goods;
 - promptly inform the Company of all material complaints or claims;
 - not admit liability on behalf of the Company in respect of any complaints or claims; and
 - not resolve or settle any complaint or claim in a way in which may result in the Company incurring any liability (whether to a customer or to any other person).

15. Indemnity

- (a) The Customer agrees to indemnify the Company against all actions, claims, proceedings, demands, liability, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company and/ or its related body corporates or which the Company and/or its related body corporates may pay, sustain or incur as a direct or indirect result of any one or more of the following:
- any breach or non-performance of the Agreement by the Customer, including any breach of a warranty;
 - any breach by the Customer of any consumer guarantee, warranty, right or remedy given by the Customer expressly or arising by operation of the Australian Consumer Law or any other applicable Law.
 - any wrongful or negligent act or omission of the Customer or any of its employees, agents or contractors.
 - the storage, handling or use of any Good sold under or in connection with the Agreement, except to the extent that the relevant action, claim, proceeding, demand, liability, loss, damage, expense or cost was caused by the wrongful, wilful or negligent act or omission of the Company or any of its employees, agents or contractors; and
 - any injury or loss sustained by any person who is employed or engaged by the Customer as an employee, agent or contractor for the purpose of (among other things) the performance by the Customer of its obligations under the Agreement and who suffers any injury or loss arising out of or in the course of such employment or engagement.

16. Termination

- (a) The Company and the Customer may agree to mutual termination of Agreement provided that 14 days notice is given.
- (b) The Company may terminate the Agreement with immediate effect by giving written notice to the Customer if:
- the Customer breaches any of its obligations under any agreement with the Company and does not rectify the failure (where the failure is rectifiable) within 14 days of notice; or
 - the Customer or Guarantor suffers an Insolvency Event.
- (c) Termination will not affect any rights or obligations which may have accrued prior to termination.
- (d) On the termination of the Agreement, the Agreement is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the termination.
- (e) Despite any other provision of the Agreement, on termination of the Agreement:
- all Quotes and orders will be automatically cancelled, except to the extent otherwise directed in writing by the Company;
 - all monies owing by the Customer to the Company become immediately due and payable.
- (f) Clauses 15, 16, and 17 survive termination of the Agreement.

17. Intellectual Property

- (a) The Customer acknowledges and agrees that each Intellectual Property Right is owned or entitled to be owned by the Company and/or its related body corporate.
- (b) No licence or assignment: The Customer's purchase of the Goods does not confer on the Customer any licence or assignment of any patent, design, trademark, or any other Intellectual Property Rights that exist in the Goods.
- (c) The Customer must indemnify the Company against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company and/or its related body corporates or which the Company and/or its related body corporates may pay, sustain or incur as a direct or indirect result of any breach of this clause.

Should you not understand anything contained in these terms and conditions, please contact All Hands On Pty Ltd on 02 9829 8877. If you give us instructions/place an order after receipt of these terms, it is taken as acceptance of the terms contained herein.