

D and P Plumbing Pty Ltd – Terms & Conditions of Trade

1.	Definitions				
1.1	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.				
1.2	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.				
1.3	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.				
1.4	"Contractor" means D and P Plumbing Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of D and P Plumbing Pty Ltd.				
1.5	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.				
1.6	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).				
1.7	"Intended Use" means an associated building product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Works.				
1.8	"Non-Conforming Building Product" means associated building products that are regarded as Non-Conforming to an Intended Use if, when associated with the Works: (a) the product is not, or will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.				
1.9	"Price" means the price payable by the Client (where applicable) for the Works as agreed between the Contractor and the Client in accordance with clause 6 below.				
1.10	"Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms "Works" or "Materials" to be taken to include the other).				
1.11	"Worsite" means the address nominated by the Client to which the Materials/Works are to be supplied by the Contractor.				
2.	Acceptance				
2.1	The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Works.				
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.				
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.				
2.4	The Client acknowledges and accepts that the supply of: (a) Works on credit shall not take effect until the Client has completed a credit application with the Contractor and it has been approved with a credit limit established for the account. In the event that the supply of Works requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Contractor reserves the right to refuse delivery; and (b) Materials for accepted orders may be subject to availability and if, for any reason, Materials are not available to the Client, the Contractor reserves the right to substitute comparable Materials (or components of the Materials) and vary the Price as per clause 6.2. In all such cases the Contractor will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Works on hold, as per clause 7.2 until such time as the Contractor and the Client agree to such changes.				
2.5	Where the Client is a tenant (and therefore not the owner of the land and premises where Works are to be carried out) then the Client warrants that they have obtained the full consent of the owner for the Contractor to carry out the Works on the owner's land and premises. The Client acknowledges and agrees that they shall be personally liable for full payment of the Price for the Works provided under this Contract and to indemnify the Contractor against any claim made by the owner of the premises (howsoever arising) in relation to the provision of the Works by the Contractor, except where such claim has arisen because of the negligence of the Contractor when undertaking the Works. Furthermore, the Client agrees that they shall, upon request from the Contractor, provide evidence that: (a) they are the owner of the land and premises upon which the Works are to be undertaken; or (b) where they are a tenant, that they have the consent of the owner for the Works to be carried out on the land and premises.				
2.6	In the event that the Contractor is required to provide the Works urgently, that may require the Contractor's staff to work outside normal business hours (including, but not limited to, working through lunch breaks, weekends and/or Public Holidays) then the Contractor reserves the right to charge the Client additional labour costs (penalty rates will apply at time and a half normal rates), unless otherwise agreed between the Contractor and the Client.				
2.7	If the Contractor has been requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether the Client's equipment or the Contractor's equipment is found to be defective. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.				
3.	Authorised Representatives				
3.1	The Client acknowledges that the Contractor shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to the Contractor, that person shall have the full authority of the Client to order any Materials, Works and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to the Contractor for all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Materials, Works or variation/s requested thereto by the Client duly authorised representative.				
4.	Errors and Omissions				
4.1	The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) or omission(s): (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Works.				
4.2	In circumstances where the Client is required to place an order for Materials, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Materials (whether they are made to order Materials or not) ("Client Error"). The Client must pay for all Materials it orders from the Contractor notwithstanding that such Materials suffer from a Client Error and notwithstanding that the Client has taken care to take delivery of such Materials. The Contractor is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.				
5.	Change in Control				
5.1	The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes to the Client's name, address, contact phone or fax number/s, change of				
	trustees, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.				
	Price and Payment				
	At the Contractor's sole discretion, the Price shall be either: (a) as indicated on invoices provided by the Contractor to the Client in respect of Works performed or upon placement if an order for the Materials; or (b) the Contractor's quoted Price (subject to clause 6.2) which shall be binding upon the Contractor provided that the Client shall accept the Contractor's quotation in writing within thirty (30) days.				
	The Contractor reserves the right to change the Price: (a) if a variation to the Materials which are to be supplied is requested; or (b) if a variation to the Works originally specified (including any applicable plans or specifications) is requested; or (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to the Worksite access and/or crawl spaces, obscured Worksite defects not visible at the time of inspection (including, but not limited to, existing leaks or moisture behind walls etc), prerequisite work by a third party not being completed, inaccurate measurements, plans or specifications supplied by the Client, hard rock or other barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring in walls etc.) which are only discovered upon commencement of the Works; or (d) as a result of increases to the Contractor in the cost of labour or Materials or the Contractor's costs due to changes in statutory, government, or local body charges, taxes, levies, etc. with respect to the Works, or due to relevant industry awards (e.g. Worksite allowance and severance pay), which are outside the control of the Contractor.				
	Variations will be charged for on the basis of the Contractor's quotation, and will be detailed in writing, and shown as variations on the Contractor's invoice. The Client shall be required to respond to any variation submitted by the Contractor within ten (10) days. Failure to do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.				
	At the Contractor's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Materials, in accordance with any quotation provided by the Contractor or as notified to the Client prior to the placement of an order for Materials.				
	Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be: (a) the date specified on any invoice or other form as being the date for payment; or (b) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.				
	Payment may be made by electronic/on-line banking, credit card (a surcharge will apply per transaction), or by any other method as agreed to between the Client and the Contractor.				
	The Contractor may in its discretion allocate any payment received from the Client towards any invoice that the Contractor determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Contractor may re-allocate any payments previously received and allocated. In the absence of any payment for payment by the Contractor, payment will be deemed to be allocated in such manner as preserves the maximum value of the Contractor's Purchase Money Security Interest (as defined in the PPSA) in the Materials.				
	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment by the Client, if any part of the invoice is in dispute, then the Client must notify the Contractor in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Contractor investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Contractor placing the Client's account into default and subject to default interest in accordance with clause 16.1.				
	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other contract for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.				
	Provision of the Works				
	Subject to clause 7.2 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible.				
	The Works commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to: (a) make a selection; or (b) have the Worksite ready for the Works; or (c) notify the Contractor that the Worksite is ready.				
	The Contractor may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.				
	Any time specified by the Contractor for delivery of the Works is an estimate and the Contractor is not liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that the Contractor is unable to supply the Works as agreed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.				
	Risk				
	If the Contractor retains ownership of the Materials under clause 12 then: (a) where the Contractor is supplying Materials only, all risk for the Materials (including and by way of example, loss, damage or destruction) shall be borne by the Contractor until delivery to the Client and the Client must insure the Materials on or before delivery. The cost of delivery will be payable by the Client in accordance with the quotation provided by the Contractor to the Client, or as otherwise notified to the Client prior to the placement of an order for the Materials. Delivery of the Materials shall be deemed to have taken place immediately at the time that the Materials are delivered by the Contractor to the Contractor's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address); and (b) where the Contractor is to both supply and install Materials then the Contractor shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.				
	Notwithstanding the provisions of clause 8.1 if the Client specifically requests the Contractor to leave Materials outside the Contractor's premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all, in the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.				
	Any advice, recommendation, information, assistance or service provided by the Contractor in relation to the Materials or Works supplied is given in good faith to the Client, or the Client's agent and is based on the Contractor's own knowledge and experience and shall be accepted without liability on the part of the Contractor. Where such advice or recommendation is not acted upon then the Contractor shall require the Client or their agent to authorise commencement of the Works in writing. The Contractor shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works. Accordingly, the Contractor offers no warranty in regard to the aforementioned.				
	The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.				
	The Client warrants that any structure to which the Materials are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe plumbing or latent or unfavourable soil conditions such as liquefaction residue or risk) that the Contractor, or the Contractor's employees, reasonably form the opinion that the Client's structure is not fit for the Works to proceed, then the Contractor shall be entitled to delay the provision of the Works (in				
	accordance with the provisions of clause 7.2 above) until the Contractor is satisfied that it is safe for the installation to proceed.				
	The installation of some appliances can cause water hammer or damage to existing pipe work. The Client agrees to indemnify the Contractor against any such loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Materials.				
	The Client acknowledges and accepts that: (a) choked drains generally indicate pipelines are not fully efficient (i.e. breakages, cracks, negative fall or tree root entry); the drain line cannot be repaired or rectified just by clearing it on its own. Blockages also occur due to disposal of sanitary hygiene products and foreign objects in sewer lines. Once cleared, the Contractor cannot give any guarantee against recurrence or further damage. In the event that the Client requests the Contractor to use drain/pipe unblocking equipment (including but not limited to, CCTV camera or an electric elc), and the Contractor does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck, the Contractor may require the Client or their agent to authorise commencement of the Works in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement and/or retrieval of said equipment;				
	(b) where the Contractor has performed temporary repairs that the Contractor: (i) offers no guarantee against the recurrence of the initial fault, or any further damage caused; and (ii) will immediately advise the Client of the fault and shall provide the Client with an estimate for the full repair required.				
	(c) the Contractor is only responsible for components that are replaced by the Contractor and does not at any stage accept any liability in respect of previous goods and/or services supplied by any other third party that subsequently fail and found to be the source of the failure;				
	(d) under no circumstances, will the Contractor handle removal of asbestos product. In the event asbestos (or other hazardous material) is discovered on the Worksite: (i) the Contractor shall suspend the Works; (ii) the Client shall be fully responsible for the resolution of any resulting problems; and (iii) any additional cost incurred by the Contractor shall be added to the Price under clause 6.2.				
	The Contractor accepts no responsibility for any damage or performance related problems with any Materials where they have not been used and/or maintained in accordance with the Contractor's and/or the manufacturers' recommendations.				
	Worksite Access and Condition				
	The Contractor is not responsible for the removal of rubbish from or clean-up of the building/construction Worksites. All rubbish generated by the Contractor will be placed in a designated area appointed by the Client but the responsibility for removal of same is the Client or the Client's agent, unless otherwise agreed.				
	It is the intention of the Contractor and agreed by the Client that: (a) the Client shall ensure that the Contractor has clear and free access to the Worksite at all times to enable them to undertake the Works (including carrying out Worksite inspections, gain signatures for required documents to enable the delivery and installation of the Materials). The Contractor shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor; and (b) it is the Client's responsibility to provide the Contractor, while at the Worksite, with adequate access to available water, electricity, toilet and other facilities.				
	Where the Contractor requires that Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply the Contractor a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Client's responsibility.				
	The Client agrees to be present at the Worksite when and as reasonably requested by the Contractor and its employees, contractors and/or agents.				
	Worksite Inductions (a) in the event the Client requires an employee or sub-contractor of the Contractor to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay the Contractor's standard (and/or overtime, if applicable) hourly labour rate; or (b) where the Contractor is in control of the Worksite, the Client and/or the Client's third party contractors must initially carry out the Worksite induction and ensure that the Client's employees, contractors and/or the Worksite will be granted, inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by the Contractor.				
	The Client acknowledges and agrees that it is the Client's responsibility to ensure that a safety fence is erected around the perimeter of the Worksite to ensure public safety.				
	Underground Locations				
	Prior to the Contractor commencing the Works the Client must advise the Contractor of the precise location of all underground services on the Worksite and clearly mark the same. The underground mains and services the Client must not include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Worksite.				
	Whilst the Contractor will take all care to avoid damage to any underground services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.				
	Compliance with Laws				
	The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws (including but not limited to, local and other public authorities that may be applicable to the Works, including any occupational health and safety (OHS) laws relating to building/construction sites and any other relevant safety standards or legislation.				
	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.				
	Both parties acknowledge and agree: (a) to comply with the National Construction Code of Australia (NCC) and comply with section 74AA (products associated with building works and/or the intended use) and section 74AE (Chain of Responsibility) of the QBCC Act 1991, in respect of all workmanship and building products to be supplied during the course of the Works; and (b) that Works will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.				
	Where the Client has supplied products for the Contractor to complete the Works, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in the Contractor's opinion, it is believed that the materials supplied are Non-Conforming products as per state regulations, then the Contractor shall be entitled, without prejudice, to halt the Works until the appropriate conforming materials are sourced and all costs associated with such a change to the plans will be invoiced in accordance with clause 6.2.				
	The Client warrants that any existing plumbing, gasfitting and/or associated services the Client agrees to identify and subject to the Materials and/or Works are in compliance with regulations. The Contractor reserves the right to halt all Works (in accordance with the provisions of clause 7.2 above) if in their opinion the Worksite is unsafe and/or the current positioning of the unit is illegal due to not meeting the required clearances then the Client will be informed of this and will be given a revised quotation or estimate to install the new appliances in a safe and legal position. Should the Client not wish to proceed the Contractor will charge a standard fee for the time spent on Worksite based on the Contractor's quotation.				
	Title				
	The Contractor and the Client agree that ownership of the Materials shall not pass until: (a) the Client has paid the Contractor all amounts owing to the Contractor; and (b) the Client has met all of its other obligations to the Contractor.				
	Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.				
	It is further agreed that until ownership of the Materials passes to the Client in accordance with clause 12.1:				

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	(a) the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to the Contractor on request;		(b) the Contractor has agreed that the Materials are defective; and the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and	18.6	The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):
	(b) the Client holds the benefit of the Client's insurance of the Materials on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;	15.10	(d) the Materials are returned in as close a condition to that in which they were delivered as is possible.		(a) the provision of Works; and/or
	(c) the production of these terms and conditions by the Contractor shall be sufficient evidence of the Contractor's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the Contractor to make further enquiries;		(e) the Client failing to properly maintain or store any Materials;	18.7	(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or
	(d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand;		(f) the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent person using the Materials;		(c) processing of any payment instructions to direct debit facilities and/or credit facilities retained by the Client; and/or
	(e) the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs;	15.11	(g) interference with the Works by the Client or any third party without the Contractor's prior approval;	18.8	(d) enabling the collection of amounts outstanding in relation to the Works.
	(f) unless the Materials have become fixtures the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Materials are kept and recover possession of the Materials;		(h) the Client failing to follow any instructions or guidelines provided by the Contractor;		18.7 The Contractor may give information about the Client to a CRB for the following purposes:
	(g) the Contractor may recover possession of any Materials in transit whether or not delivery has occurred;		(i) fair wear and tear, any accident, or act of God.		(a) to obtain a consumer credit report;
	(h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of the Contractor;	15.12	(j) the case of second hand Materials, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Materials prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Contractor as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Contractor has agreed to provide the Client with the second hand Materials and calculated the Price of the second hand Materials in reliance of this clause 15.11.		(b) allow the CRB to create or maintain a credit information file about the Client including credit history.
	(i) the Contractor may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.	16.1	Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law.		The information given to the CRB may include:
					(a) Personal Information as outlined in 18.3 above;
					(b) name of the credit provider and that the Contractor is a current credit provider to the Client;
					(c) whether the credit provider is a licensee;
					(d) type of consumer credit;
					(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
					(f) advice of consumer credit defaults (provided the Contractor is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Contractor has been paid of otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
					(g) information that, in the opinion of the Contractor, the Client has committed a serious credit infringement;
					(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
13.	Personal Property Securities Act 2009 ("PPSA")	16.2	Default and Consequences of Default	18.9	The Client shall have the right to request (by e-mail) from the Contractor:
13.1	In this clause, financing statement, "financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.		Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.		(a) a copy of the Personal Information about the Client retained by the Contractor and the right to request that the Contractor correct any incorrect Personal Information; and
13.2	Upon assenting to these terms and conditions, the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Works – that have previously been supplied and that will be supplied in the future by the Contractor to the Client.		If the Client owes the Contractor any money, the Client shall indemnify the Contractor from and against all costs and disbursements:		(b) that the Contractor does not disclose any Personal Information about the Client for the purpose of direct marketing.
13.3	The Client undertakes to:		(a) incurred; and/or	18.10	The Contractor will destroy Personal Information upon the Client's request (by email) or if it is no longer required, as is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
	(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to:	16.3	(b) which would be incurred and/or	18.11	The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .
	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;		(c) for which by the Client would be liable;		
	(ii) register any other document required to be registered by the PPSA;		in regard to legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under these terms and conditions, including administration fees, the Contractor's contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank disbursement fees.		
	(iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);	16.4	Further to any other rights or remedies the Contractor may have under this Contract, if a Client has made payment to the Contractor, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.		
	(b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;		Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:		
	(c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;		(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;		
	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of the Contractor;		(b) the Client has exceeded any applicable credit limit provided by the Contractor;		
	(e) immediately advise the Contractor of any material change in its business practices of selling the Materials which results in a change in the nature of proceeds derived from such sales.		(c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or		
13.4	The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	17.1	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	19.1	Building Industry Fairness (Security of Payment) Act 2017
13.5	The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	17.1		19.2	At the Contractor's sole discretion, if there are any disputes or claims for unpaid Materials and/or Works then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply.
13.6	The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.				Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.
13.7	Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.	17.2	Cancellation	20.1	Service of Notices
13.8	The Client shall unconditionally ratify any actions taken by the Contractor under sections 13.3 to 13.5.		Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Materials and/or Works to the other party with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.		Any written notice given under this Contract shall be deemed to have been given and received:
13.9	Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.		If the Contractor, due to reasons beyond the Contractor's reasonable control, is unable to deliver any Materials and/or Works to the Client, the Contractor may cancel delivery of the Materials and/or Works at any time before the Materials and/or Works are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Materials and/or Works. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.		(a) by handing the notice to the other party, in person;
14.	Security and Charge	17.3	The Client may cancel delivery of the Materials and/or Works by written notice served within forty-eight (48) hours of placement of an order. If the Client cancels delivery in accordance with this clause 17.3, the Client will not be liable for the payment of any costs of the Contractor, except where a deposit is payable in accordance with clause 6.4. Failure by the Client to otherwise accept delivery of the Materials and/or Works shall place the Client in breach of this Contract.	20.2	(b) by leaving it at the address of the other party as stated in this Contract;
14.1	In consideration of the Contractor agreeing to supply the Materials and/or provide its Works, the Client grants the Contractor a security interest by way of a floating charge (registerable by the Contractor pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Materials and/or Works under this Contract and/or permit the Contractor to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).	17.4	Notwithstanding clause 18.1, privacy limitations will extend to the Contractor in respect of Cookies where the Client utilises the Contractor's website to make enquiries. The Contractor agrees to display reference to such Cookies and/or similar tracking technologies such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:		(c) by sending it by registered post to the address of the other party as stated in this Contract;
14.2	The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.		(a) IP address, browser, email client type and other similar details;		(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
14.3	In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 12.1, 13.2 and 14.1 as applicable, is deemed insufficient by the Contractor to secure the repayment of monies owed by the Client to the Contractor, the Client hereby grants the Contractor a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and/or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client's obligations under these terms and conditions (including, but not limited to, the payment of any money.	18.1	(b) tracking website usage and traffic; and		(e) if sent by email to the other party's last known email address.
15.	Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)		(c) reports are available to the Contractor when the Contractor sends an email to the Client, so the Contractor may collect and review that information ("collectively Personal Information")		Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
15.1	The Client must inspect all Materials on delivery (or the Works on completion) and must within seven (7) days of delivery notify the Contractor in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Contractor to inspect the Materials or to review the Works provided.	18.2	If the Client consents to the Contractor's use of Cookies on the Contractor's website and later wishes to withdraw that consent, the Client may manage and control the Contractor's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	21.1	Trusts
15.2	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).		The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Contractor.		If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of a trustee, or as an agent for a trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows:
15.3	The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.		The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Contractor.		(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
15.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Works. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.				(b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
15.5	If the Client is a contractor within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.	18.3			(c) the Client's duties or obligations under the Contract without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
15.6	If the Contractor is required to replace any Materials under this clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Materials.				(i) the removal, replacement or retirement of the Client as trustee of the Trust;
15.7	If the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Materials under this clause or the CCA, but is unable to do so, then the Contractor may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works and Materials which have been provided to the Client which were not defective.	18.4			(ii) any alteration to or variation of the terms of the Trust;
15.8	If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Materials is:				(iii) any advancement or distribution of capital of the Trust; or
	(a) limited to the value of any express warranty provided to the Client by the Contractor at the Contractor's sole discretion;				(iv) any resettlement of the trust fund or trust property.
	(b) limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Materials;				
	(c) otherwise negated absolutely;	18.5			
15.9	Subject to this clause 15.9, returns will only be accepted provided that:				
	(a) the Client has complied with the provisions of clause 15.1; and				

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- 22.10 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
- 22.11 If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.