Fantastic Plumbing
7/21-23 Tasman Way
Byron Bay NSW 2481

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Quotation

Quote # 6777

Estimate For:
Ingrid
North Coast Women's Housing Co-op
1/8 Bilin Road
Myocum NSW 2481

Date: 15/11/2023
VALID 30 DAYS

Job Address: 1/8 Bilin Road
Myocum NSW 2481

Item Description	Qty	Unit Price (ex tax)	Total (ex tax)
Install Replacement STRAMIT QUAD 125mm Gutter - Single Story / Per Meter Includes Clips, End Caps, Spray, Pops, Rivits and Angles- Remove existing guttering. Install Replacement guttering. Clean Up.	65	$150.00	$9,750.00
Install Replacement STRAMIT QUAD 125mm Gutter - Double Story / Per Meter Includes Clips, End Caps, Spray, Pops, Rivits and Angles- Remove existing guttering. Install Replacement guttering. Clean Up. Does Not Include Trestle for Access	20	$180.00	$3,600.00
Replace rusted roof screws	2200	$2.10	$4,620.00
Comments:			

Sub Total	$17,970.00
GST	$1,797.00
Total	**$19,767.00**

Thank you for considering us for the project, we would be delighted to be entrusted with your work
Please sign here to accept the above quotation:

Fantastic Plumbing Pty Ltd Terms and Conditions of Trade

By instructing the Plumber to supply the Goods or Services, the Client acknowledges that it has read and agrees to be bound by the terms of this agreement.

1. Definitions

Plumber means Fantastic Plumbing Pty Ltd. Client means the client as per the front of the invoice or their authorised representative.

Goods means the goods supplied by Plumber to Client under this agreement.

Intellectual Property Rights means any and all intellectual and commercial property rights throughout the world including, without limitation, copyright trade marks whether registered or unregistered, designs, patents, confidential information, know how and trade secrets, whether or not now existing and whether or not registered or registrable and includes applications for and any right to apply for registration of such rights and includes all renewals and extensions.

Order means an order placed by Client with Plumber for the supply of Good and/or Services whether or not the Plumber has issued a quotation for the supply of the Goods and /or Services.

PSA means the Personal Properties Securities Act 2011 (Cth).

Price means the price of Goods and Services set out in the Plumbers tax invoice and includes the Goods and Services Tax (GST), postage, handling, freight and other charges affecting the cost of the Goods or Services.

Services means goods supplies by the Plumber to the Client under this agreement.

2. Quotation and Orders

2.1 Unless previously withdrawn, a quotation issued by the Plumber is open for acceptance for 30 days. The Plumber reserves the right to refuse any Order placed by the Client within 7 days of the Order being places.

2.2 Any quotation is based on the Plumbers professional estimation of where existing drainage, sewer pipes, water or gas lines and electrical cables have been laid. If this is not the case or if they are inaccessible or unusable in their present state, the Plumber reserves the right to vary the quotation.

2.3 Once and Order has been accepted by the Plumber, the Client cannot cancel it without the express consent of the Plumber. Where the Plumber has already ordered goods from a third party, cancellation will only be possible if the Plumber can return the goods to the third party at no loss to the Plumber. Restocking fees may apply.

2.4 The Plumber may, at any time after acceptance of an Order cancel the supply of Goods or Services or any part of them and the Plumber will not be liable for any loss or damage suffered by the Client as the result of such cancellation.

2.5 If there is any change, variation in the Goods of Services the subject of the Order or any extra work carried out by the Plumber, these will be charged by the Plumber at the Plumbers standard rate from time to time and will be shown as variations in the Plumber's tax invoice.

3. Price and Payment

3.1 The Price is payable in the full without any deduction when the Goods or Services are supplied unless otherwise agreed in writing by the Plumber. Payment is due on completion of work.

3.2 If the supply of Goods or Services is on account. Client must have submitted a credit application which is approved in writing by the Plumber. In that case, payment must be made in accordance with the terms of the account application.

3.3 Client may be charged interest on any overdue amounts at the rate of 3% per annum above the then current cast rate target of the Reserve Bank of Australia, calculated daily from the day the payment became due until the day of the full and final payment.

3.4 Client agrees to pay the Plumber any expenses (including legal costs) incurred in collecting any outstanding debts due by client to Plumber.

3.5 Payments must be made by on of the Plumber's accepted payment methods at the time payment of the Price is due. If payment is not made by cash, then payment will not be deemed to have occurred until the full Price has been cleared and is available for Plumber's use.

4. Supply of Goods and Services

4.1 Goods and Service's will be supplied to the Client's address on the quotation unless otherwise notified to Plumber by Client.

4.2 Client must ensure that there is clear and adequate access to the area where the Goods are to be delivered and the Services supplied. The Plumber will not be liable for any loss or damage suffered by Client or its property because of inadequate access.

4.3 The Plumber may deliver Goods or Services in instalments. If separate invoices are raised for each instalment Client must pay the invoice in accordance with the terms of this agreement and is not entitled to wait until all instalments of the Goods or Services have been supplied.

4.4 The Plumber will use its best endeavours to supply Goods or Services in accordance with the quotation but will not be liable to Client for any delay in the supply of the Goods or Services no matter what the reason, including negligence by the Plumber.

4.5 Postponement of supply of Goods or Services by the Client may incur an additional fee which will form part of the Price.

5. Title and Risk

5.1 The risk of loss or damage to the Goods passes to Client when the Goods are delivered to the Client's address on the quotation or any other address notified to the Plumber by Client.

5.2 Notwithstanding delivery of the Goods to Client, title in the Goods will not pass to the Client until the Client's payment has been processed or otherwise received by Plumber. If Client's payment is declined for any reason the Plumber reserves the right to reclaim the Goods from the Clients possession, custody or control even delivered to the Client or moved from the delivery address. The Plumber reserves the right to keep or sell the Goods.

6. **Damaged or Defective Goods**

6.1 Client must inspect the Goods withing 48 hours of delivery and if any Goods are damaged or defective.

6.2 The Client must immediately notify the Plumber in writing giving details of the detect or damage and Client will comply with all reasonable directions of the Plumber in dealing with the Goods.

6.3 Nothing in this clause 6 is intended to effect or limit any guarantees which by law are implied into the agreement.

6.4 The Plumber is not liable for any damage arising once the Goods have been delivered to the Client or arising out of the Clients' handling, storing or other negligent act in relation to the Goods.

7. Warranty and Limitation of Liability

7.1.1 In relation to any Goods which are the subject of a manufacturers' warranty, the Client agrees to comply with the terms of the manufacturer's warranty in the event there is a defect in the Goods.

7.1.2 To the extent permitted by law, all terms, guarantees, warranties, representations, or conditions which are not expressly stated in this agreement are excluded. If the Plumber is liable for a breach of an imposed term, guarantee, warranty, representation or condition of warranty, the Plumber's liability is, at the Plumbers' opinion, limited to:

a) the replacement of the Goods or the supply of equivalent

b) the repair of the Goods

c) the payment of the cost of replacing the Goods or acquiring equivalent goods; or

d) the payment of the cost of having the Goods repaired or having the Services supplied again.

7.3 To the extent permitted by law the Plumber will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity and loss of data arising out of or in connection with the Goods or Services, including as a result of the late or non-supply of the Goods, whether at common law, under contract, tort (including negligence), in equity, pursuant to the statute or otherwise.

8. Indemnity

8.1 The Client indemnifies and keeps indemnified the Plumber and its directors, agents and employees against all actions, claims, losses, liabilities, costs or expenses (including reasonable legal costs or expenses) which may be brought against or suffered or incurred by any of them, arising directly or indirectly out of or in relation to damage to the premises, the work site or any property of the Plumber lets at the Clients' premises or in respect of injury to any person at the Client's premises or as the result of a breach of this agreement by the Client.

9. Intellectual Property Rights

9.1 The Plumber owns or is the exclusive licensee of all Intellectual Property Rights in any drawings, specifications, diagrams or other materials created by the Plumber for the purposes of supplying the Goods or Services.

9.2 The Client warrants that any drawings, specifications, diagrams or other materials it supplies to the Plumber with not infringe the Intellectual Property Rights of any third party.

10. Site Issues

10.1 Blocked Drains: The Client acknowledges that the presence of plant root growth and blockages generally is an indication of damaged pipes that cannot be property fixed by simply removing the root growth or blockage. If the Client does not instruct the Plumber to carry out the work to repair or replace the damaged pipes or drains, then the Plumber gives no warranty that the same or similar problems will not recur. If any of the Plumbers' equipment becomes lodged or is damaged while in the Clients pipes or drains, the Client agrees to pay the costs of removal of the equipment including any necessary excavation and restoration work.

10.2 Rock and filled ground: unless otherwise agreed the supply and Services does not include the excavation, relocation, repair or removal of any rocks, surfaces or other obstructions which are necessary in order for the Plumber to supply the Goods or Services.

10.3 Restoration: The Plumber will take care when supplying the Goods or Services to minimise any disturbance or damage to surrounding areas including walls, ceilings, floors, garden beds and paint. Any repair or restorations required after the supply of the Goods or Services is not included in the Plumbers' quotation and must be carried out at the Client's costs.

10.4 Leak Detection: leak detection services are provided by using audio and gas to pinpoint leaks. The services will be provided more efficiently when there is no noise from rain, wind, garden equipment or traffic. If there is too much background noise or scheduled weather conditions the Plumber may postpone the services. The gas used to pinpoint the leak works in copper and polyurethan pipes. Push on fittings used in pipes may not be rated for gas and may affect the results.

11. Description of Work

11.1 The Plumbers quotation is based on a visual inspection of the Client's premises but the actual extent or nature of the Goods or Services to be supplied may not become apparent until work commences. The Plumber reserves the right to vary the quotation once the supply of Goods or Services is commenced.

11.2 If the Plumber considers it must vary the quotation, the Plumber will immediately notify the Client of the additional Goods or Services to be supplied and the estimated new Price. The Client must notify the Plumber within 7 days if it does not want the Plumber to provide the Goods and Services in accordance with the revised quotation but the Client will remain liable to pay the Plumber for all Good and Services supplied up to that date.

12. Termination

12.1 Either party may terminate this agreement immediately by notice to the other party:

a) If the Other party breaches a material term of this agreement capable of being remedied and fails to remedy the breach within 10 business days after being given notice of breach:

b) If that other party breaches a material term of this agreement which is not capable of remedy; of

c) the other party is unable to pay its debts as they fall due; makes or commences negotiations with a view to making a general rescheduling of its indebtedness, scheme of arrangement or composition with its creditors; or takes any corporate steps for its winding up

d) or the appointment of a receiver, administrator or official manager over any of its revenue and assets.

12.2 If the Client terminates this agreement for any reason whatsoever the Client must immediately pay the Plumber for all the Goods or Services already ordered from or supplied by the Plumber and the Client is responsible for ensuring that its premises are secured and safe pending completion of the work by a third party.

13. Insurance

13.1 The Plumber will take out and maintain all insurance it considers appropriate in respect of the supply of Goods and Services and all other insurances required by law.

14 General Provisions

14.1 A notice given under this agreement must be in writing and sent to the recipient at the address specified in at the beginning of this agreement or such other address as notified from time to time.

14.2 If the performance of this agreement or any obligation under it is prevented, restricted or interfered with by reason of an act of God, fire, lightning, flood or other natural disaster, subsidence, power or gas shortage, pandemic, inability or delay in obtaining and local government approvals, consents or permits or because of any industrial dispute of any kind or any other cause, whether similar or not to the foregoing, outside of the affected party's control, the affected party, upon giving prompt notice to the other party, is excused from such performance to the extent of such prevention, restriction or interference.

14.3 This agreement contains the entire agreement between the parties and can only be amended, supplemented, or waived in writing signed by both parties. The failure of either party to enforce or the delayed by either party in enforcing, any of its rights shall not be deemed a continuing waiver or modification of this agreement.

14.4 The agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

14.5 If any clause or part of the clause is illegal, unenforceable or invalid, that clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement but the rest of the agreement is not affected.

14.6 The Plumber may license or subcontract all or any of its obligations or rights without the Clients consent.