

Terms and Conditions of Trade

1. Definitions

Company means [Copper Coast Plumbing].

Customer means the person, business or entity requesting the supply of goods or services.

Goods means all materials, fixtures, fittings, appliances, parts and products supplied by the Company.

Services means all plumbing, gas fitting, maintenance, installation, repairs, inspections, drainage and associated works or other duties performed by the Company.

2. Acceptance

By accepting a quotation, requesting work to commence, or accepting delivery of goods or services, the Customer agrees to be bound by these Terms and Conditions.

3. Quotations

- All quotations are valid for 30 days unless otherwise stated.
- Quotations are based on information available at the time.
- Additional work outside the quotation will be charged at current rates unless otherwise agreed in writing.
- Hidden defects or unforeseen conditions may require additional work and charges.

4. Pricing

Unless otherwise stated:

- Prices are in Australian Dollars.
 - GST is included (or excluded if stated).
 - Material price increases after quotation may be passed on where outside the Company's control.
 - Emergency, after-hours, weekend and public holiday work will incur additional charges.
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5. Payment Terms

Payment is due:

- Immediately upon completion unless otherwise agreed.
- Progress payments may be required for larger projects.
- Deposits will be required before ordering materials.

The Company reserves the right to suspend work until outstanding amounts are paid.

6. Late Payments

Accounts not paid by the due date may incur:

- Interest on overdue amounts at the rate permitted by law.
- Debt collection costs.
- Legal costs incurred recovering unpaid amounts.
- Suspension of further work.

7. Ownership of Goods (Retention of Title)

All goods supplied by the Company remain the sole property of the Company until payment has been received in full for:

- the goods supplied;
- any services supplied; and
- all monies owing by the Customer to the Company.

Until ownership passes:

- the Customer holds the goods as bailee for the Company;
- the Customer must keep the goods identifiable and separate where practical;
- the Customer must not sell, dispose of or otherwise deal with the goods other than in the ordinary course of business without the Company's written consent;
- the Company may enter the Customer's premises at reasonable times to recover unpaid goods where legally permitted.

Where the goods have been installed into real property and cannot reasonably be recovered, the Company retains all legal rights available to recover unpaid amounts.

The Customer agrees that these provisions create a security interest under the **Personal Property Securities Act 2009 (Cth)** and consents to the Company registering its interest where applicable.

8. Risk

Risk in the goods passes to the Customer upon delivery or installation.

The Customer is responsible for protecting the goods from loss or damage after delivery.

9. Variations

Any variation requested by the Customer may:

- change the contract price;
 - extend completion time; and
 - require additional payment.
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10. Access

The Customer agrees to provide:

- safe access to the site;
- water and electricity where required;
- reasonable working conditions.

Additional costs caused by restricted access or delays may be charged.

11. Existing Services

The Company is not responsible for pre-existing defects including:

- corroded pipework;
- concealed leaks;
- defective electrical systems;
- asbestos;
- structural defects;
- unknown underground services.

12. Customer-Supplied Materials

No warranty is provided on materials supplied by the Customer.

The Company accepts no responsibility for failures arising from customer-supplied products.

13. Warranties

The Company warrants workmanship in accordance with Australian Consumer Law.

Manufacturer warranties apply to supplied products.

Warranty claims do not cover:

- misuse;
- accidental damage;
- lack of maintenance;
- fair wear and tear;
- third-party alterations;
- blocked drains caused by foreign objects or tree roots.

14. Limitation of Liability

To the maximum extent permitted by law:

- the Company's liability is limited to repairing or replacing defective work;
- the Company is not liable for indirect or consequential losses including loss of profits, business interruption or loss of opportunity.

Nothing excludes rights under the Australian Consumer Law.

15. Delays

The Company is not liable for delays caused by:

- weather;
- supplier shortages;
- industrial action;
- government restrictions;

- acts beyond its reasonable control.
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16. Cancellation

If the Customer cancels work after acceptance:

- all completed work is payable;
 - specially ordered materials are payable;
 - restocking fees may apply;
 - reasonable administration costs may be charged.
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17. Safety

The Company may cease work where conditions are unsafe.

The Customer is responsible for ensuring the worksite complies with workplace safety requirements.

18. Disposal of Materials

Unless otherwise agreed, removed fixtures, appliances and materials become the property of the Company for disposal.

19. Privacy

The Company may collect personal information for the purpose of:

- providing quotations;
- completing work;
- processing payments;
- recovering outstanding debts.

Information will be handled in accordance with applicable Australian privacy laws.

20. Force Majeure

The Company is not responsible for failure to perform obligations caused by events outside its reasonable control.

21. Governing Law

These Terms and Conditions are governed by the laws of the State of Western Australia.

The parties submit to the jurisdiction of the courts of Western Australia.

22. Australian Consumer Law

Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies the Customer may have under the **Competition and Consumer Act 2010 (Cth)**, including the Australian Consumer Law.

Customer Acknowledgement

By accepting a quotation, signing a work order, requesting work to commence, or accepting delivery of goods or services, the Customer acknowledges that they have read, understood and agree to these Terms and Conditions.