

# TERMS AND CONDITIONS

## 1. INTERPRETATION

### 1.1

In this Contract, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a person includes an individual, partnership, company, trust, association, corporation, statutory body, and any other legal entity;
- (c) headings are for convenience only and do not affect interpretation;
- (d) a reference to a clause is a reference to a clause of these Terms and Conditions;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (f) this Contract must not be construed against a party merely because that party prepared or proposed it.

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## 2. DEFINITIONS

In this Contract:

**Act** means the Building Act 1993 (Vic), the Domestic Building Contracts Act 1995 (Vic), and any other applicable legislation, regulations, codes and standards relevant to the Contract Works.

**Action** means any claim, demand, notice, proceeding, application, complaint, suit, hearing, determination or litigation in any court, tribunal, authority or forum.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Victoria.

**Call-Out Fee** means the attendance, diagnostic, reporting, inspection, investigation or dispatch fee stated in the Quotation or otherwise notified to the Customer before attendance.

**Claim** includes any debt, damage, cost, loss, liability, expense, demand or cause of action of any kind.

**Completion** means the stage when the Contract Works have been completed, other than minor defects or omissions that do not materially prevent the Contract Works from being used for their intended purpose.

**Contract** means the agreement between the Contractor and the Customer comprising these Terms and Conditions, the Quotation, any accepted variation, and any document expressly incorporated by reference.

**Contract Date** means the date on which the Customer accepts the Quotation or otherwise instructs the Contractor to proceed.

**Contract Price** means the price payable for the Contract Works, including any variations, additional charges, costs arising under this Contract, taxes and levies, less any amounts already paid.

**Contract Works** means all labour, services, supervision, attendance, materials, equipment, administration, diagnostics, reporting, urgent works, emergency works, search and investigation works, repair works, replacement works and other works to be carried out by the Contractor under this Contract.

**Contractor** means **Fast & Honest Plumbing Pty Ltd** and includes its employees, officers, agents, subcontractors, successors and permitted assigns.

**Customer** means the person, company or entity named in the Quotation or otherwise requesting the Contract Works, and includes any owner, occupier, agent, strata manager, property manager, trustee, executor, administrator or permitted assign.

**Date of Commencement** means the date the Contractor first attends the Site to commence the Contract Works.

**Delay Event** means any event beyond the reasonable control of the Contractor, including weather, site conditions, material shortages, labour shortages, access restrictions, hidden defects, customer delay, authority delay, industrial action, safety risk, force majeure, variation, latent condition, or the acts or omissions of the Customer or others.

**Emergency Works** means work that, in the Contractor's reasonable opinion, requires immediate attendance or action to protect persons, property, services, sanitation, safety, compliance or to mitigate loss or damage.

**Latent Condition** means any physical condition, obstruction, contamination, hidden defect, concealed service, defective prior work, structural issue, non-compliance, unsafe condition or unforeseen circumstance at or near the Site that differs materially from what could reasonably have been identified before the Contract Date.

**Materials** means all goods, parts, components, fixtures, fittings, plant, equipment and consumables supplied or to be supplied by the Contractor.

**Other Works** means all Contract Works other than Urgent Works, Emergency Works, and Search and Investigation Works.

**Practical Completion** means Completion of the Contract Works except for minor omissions or defects that do not materially affect the safe or practical use of the works.

**Progress Claim** means any invoice, tax invoice, payment claim, final invoice or other written demand for payment issued by the Contractor.

**Quotation** means the Contractor's written quote, estimate, proposal, schedule of rates, scope, work order or pricing document.

**Search and Investigation Works** means fault finding, testing, tracing, CCTV, leak detection, exploratory works, pressure testing, dismantling, access works, inspections, diagnostics, reporting and any other work required to identify the nature, location or cause of an issue.

**Site** means the property or location where the Contract Works are to be performed.

**Urgent Works** means works requested by the Customer for prompt attendance or completion but which are not classified by the Contractor as Emergency Works.

**Variation** means any change to the scope, quantity, sequence, method, timing or nature of the Contract Works, or any additional work.

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### 3. CONTRACTOR'S OBLIGATIONS

**3.1** The Contractor will carry out the Contract Works:

- (a) with reasonable care and skill;
- (b) in a proper and workmanlike manner;
- (c) using suitable materials, unless otherwise agreed; and
- (d) subject to the Site conditions, access, existing services, prior works, instructions of the Customer, and all exclusions, limitations and qualifications in this Contract.

**3.2** The Contractor may use subcontractors and suppliers of its choice and remains responsible for the performance of the Contract Works to the extent required by law.

**3.3** The Contractor may make reasonable decisions on site regarding method, sequencing, safety, temporary isolation, temporary make-safe works and protection of persons or property.

**3.4** Unless expressly stated otherwise in writing, the Contractor is not responsible for:

- (a) design by others;
- (b) engineering certification;
- (c) building permits, planning permits or authority approvals;
- (d) electrical disconnection or reconnection;
- (e) carpentry, painting, plastering, tiling, cabinetry, waterproofing, landscaping, roofing repairs, paving, concrete, excavation or reinstatement by others; or
- (f) rectification of pre-existing defects or non-compliant work not performed by the Contractor. **3.5**

Any removed items, scrap materials, replaced parts and demolished materials become the property of the Contractor unless otherwise agreed in writing.

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### 4. CUSTOMER'S OBLIGATIONS

**4.1** The Customer must:

- (a) provide safe, prompt and unobstructed access to the Site;
- (b) ensure all required consents, permissions and approvals are obtained;
- (c) provide accurate information about the Site, services, plans and prior works;
- (d) make the work area available, clear and safe;
- (e) provide access to electricity, water and other necessary services;
- (f) remove or protect furniture, vehicles, stock, valuables and floor coverings;
- (g) ensure children, animals and occupants are kept clear of the work area; and
- (h) be available to give instructions and decisions when reasonably required.

**4.2** The Customer warrants that:

- (a) it has authority to request and authorise the Contract Works;
- (b) it is authorised by the owner of the Site if it is not the owner;
- (c) all information supplied by it is accurate; and
- (d) it has disclosed all known defects, hazards, asbestos risks, access issues and prior repairs relevant to the Contract Works.

**4.3** If the Customer breaches this clause, the Contractor may charge for delay, return visits, standby time, wasted attendance, remobilisation, storage, rescheduling and related costs.

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## 5. CALL-OUT FEE, DIAGNOSTIC FEE AND INVESTIGATION WORKS

**5.1** The Customer agrees to pay the Call-Out Fee or diagnostic fee as consideration for the Contractor dispatching personnel, vehicles, equipment and administration resources to attend the Site.

**5.2** Unless otherwise agreed in writing, the Call-Out Fee is payable:

- (a) before attendance for after-hours, weekend, public holiday, urgent or emergency attendance; or
- (b) on the day of attendance for standard business hours attendance.

**5.3** The Call-Out Fee is payable whether or not the Customer proceeds with quoted works, provided the Contractor has attended, reserved the booking, commenced travel, performed diagnostics, or allocated resources.

**5.4** Search and Investigation Works are chargeable work and do not include rectification unless expressly stated in writing.

**5.5** Where an issue cannot be fully identified without further access, dismantling, testing, excavation, tracing, CCTV, removal of finishes or return attendance, the Customer agrees that additional charges will apply.

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## 6. COMMENCEMENT AND TIMING OF WORKS

**6.1** Any commencement date or completion date provided by the Contractor is an estimate only unless expressly stated to be fixed.

**6.2** The Contractor will use reasonable efforts to commence and complete the Contract Works within a reasonable time, subject to:

- (a) payment of any required deposit or upfront amount;
- (b) Site access being available;
- (c) availability of labour and materials;
- (d) approvals and permits being in place where required; and
- (e) absence of Delay Events.

**6.3** Urgent Works and Emergency Works may be prioritised, resequenced or temporarily made safe at the Contractor's discretion.

**6.4** The Contractor is entitled to a reasonable extension of time for any Delay Event and is not liable for delay, loss, inconvenience or consequential damage arising from delay.

**6.5**

Where the Contract Works are delayed by the Customer or a Delay Event, the Contractor may recover reasonable additional costs, including labour, supervision, remobilisation, storage, plant hire, administration and material price increases.

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## 7. PRACTICAL COMPLETION AND HANDOVER

**7.1** Practical Completion occurs when the Contract Works are substantially complete and capable of being used for their intended purpose, despite minor defects or incomplete items that do not materially affect use.

**7.2** At Practical Completion, the Contractor may issue:

- (a) a final invoice or Progress Claim;
- (b) a completion notice;
- (c) any manufacturer documents reasonably available; and
- (d) a list of minor defects or outstanding items, if applicable.

**7.3** The Customer must inspect the works promptly and notify the Contractor in writing of any alleged incomplete items or defects within forty-eight (48) hours of completion or handover.

**7.4** The Customer must not use, interfere with or permit others to alter the Contract Works before payment is made in full, except where necessary for reasonable use after handover.

**7.5** Use or occupation of the Contract Works after completion is evidence of Practical Completion unless the Customer has already given written notice of a material defect.

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## 8. CONTRACT PRICE AND PAYMENT

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

**8.2** Unless otherwise agreed, the Contractor may require:

- (a) a deposit;
- (b) progress payments;
- (c) payment for materials ordered;
- (d) payment for variations; and
- (e) immediate payment for Urgent Works, Emergency Works, Search and Investigation Works, or completed minor works.

**8.3** The Contractor may submit Progress Claims at reasonable stages of the work, including for:

- (a) attendance and diagnostics;
- (b) materials ordered, delivered or specially manufactured;
- (c) completed portions of work;
- (d) variations; and
- (e) final completion.

**8.4** Unless otherwise stated in writing, payment is due on the date stated in the invoice, and if no date is stated, on the day of issue.

**8.5** Payment must be made by cleared funds, electronic transfer, card, cash or any other method approved by the Contractor.

**8.6** The Contractor may pass on merchant fees or card surcharges actually incurred.

**8.7** The Customer may not withhold, deduct, set off or retain payment unless required by law or agreed in writing.

**8.8** Any estimate is based on information reasonably available at the time and may be adjusted for variations, latent conditions, price increases, access issues, compliance issues or further works required.

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## **9. DEFAULT, INTEREST, RECOVERY COSTS AND SECURITY**

**9.1** If the Customer fails to pay any amount when due, the Contractor may, without prejudice to any other right:

- (a) suspend the Contract Works;
- (b) refuse further attendance;
- (c) withhold certificates, reports, warranties, compliance documents and manuals to the extent permitted by law;
- (d) charge interest on overdue amounts at the rate of 10% per annum above the Reserve Bank of Australia cash rate, calculated daily; and
- (e) recover all reasonable costs of recovery, including debt collection fees, legal costs on a full indemnity basis where permitted, administrative costs and skip tracing fees.

**9.2** If any payment is dishonoured, reversed, charged back or disputed without lawful basis, the amount remains immediately due and payable together with all related costs.

**9.3** The Customer charges in favour of the Contractor all of its right, title and interest in any real and personal property, present and future, to secure payment of all monies owing under this Contract, to the extent permitted by law.

**9.4** Where the Customer is not the registered owner of the Site, the Customer warrants that it has authority from the owner to enter into this Contract and to bind itself for payment.

**9.5** The Customer irrevocably consents to the Contractor registering a security interest, caveat or similar security where lawfully available and reasonably necessary to protect unpaid amounts.

**9.6** This Contract creates a security interest for the purposes of the Personal Property Securities Act 2009 (Cth) in all Materials supplied by the Contractor and, to the extent permitted by law, their proceeds.

**9.7** The Customer must promptly do anything reasonably required by the Contractor to perfect, protect or enforce that security interest.

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## **10. VARIATIONS AND LATENT CONDITIONS**

**10.1** The Customer may request a Variation and the Contractor may accept or reject it.

**10.2** A Variation may arise where:

- (a) the Customer changes the scope or timing;
- (b) hidden defects or non-compliance are discovered;
- (c) site conditions differ from those reasonably anticipated;
- (d) access is restricted;
- (e) authorities, manufacturers or standards require further work; or
- (f) additional work is necessary to complete, protect or make safe the original scope.

**10.3** Where practicable, the Contractor will provide a written Variation setting out the change in price and time before carrying out the varied work.

**10.4** If urgent safety, make-safe, compliance or service-restoration works are required, the Customer authorises the Contractor to proceed on a reasonable cost basis without prior written approval where delay would create risk, damage or further loss.

**10.5** Latent Conditions and compliance issues entitle the Contractor to a reasonable adjustment to the Contract Price and time for completion.

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## **11. DELAY, EXTENSION OF TIME AND STANDBY COSTS**

**11.1** The Contractor is entitled to an extension of time for any Delay Event.

**11.2** The Contractor is not liable for any Claim arising from delay caused by:

- (a) weather;
- (b) supplier delay or material unavailability;
- (c) access issues;
- (d) latent conditions;
- (e) directions from the Customer;
- (f) acts or omissions of others;
- (g) industrial action;
- (h) authority or utility delays; or
- (i) any other cause beyond the Contractor's reasonable control.

**11.3** Where delay or disruption is caused by the Customer, the Contractor may charge reasonable standby time, cancellation time, return attendance, rescheduling and remobilisation costs.

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## **12. SUSPENSION**

**12.1** The Contractor may suspend the Contract Works immediately if:

- (a) any amount is overdue;
- (b) the Site is unsafe;
- (c) access is denied;
- (d) instructions required from the Customer are not provided;
- (e) the Customer breaches this Contract; or
- (f) continued performance would expose the Contractor to unreasonable risk or loss.

**12.2** Suspension does not waive the Contractor's rights.

**12.3** The Contractor is entitled to recover all reasonable costs arising from suspension and recommencement.

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## **13. TERMINATION**

**13.1** Either party may terminate this Contract by written notice if the other party commits a substantial breach and fails to remedy that breach within five (5) Business Days after receiving notice.

**13.2** The Contractor may terminate immediately if:

- (a) the Customer becomes insolvent, bankrupt or enters administration;
- (b) the Customer repudiates the Contract;
- (c) the Site is unsafe and the issue is not promptly remedied; or
- (d) payment default continues after notice.

**13.3** If this Contract is terminated, the Contractor is entitled to payment for:

- (a) all work performed to the date of termination;
- (b) all materials ordered, manufactured, delivered or allocated;
- (c) demobilisation, administration and cancellation costs; and
- (d) any other amount properly due under this Contract.

**13.4** If the Customer cancels or postpones approved works on less than forty-eight (48) hours' notice, the Contractor may charge a reasonable cancellation fee, including labour allocation loss, administration and any non-returnable or specially ordered materials.

**13.5** If specially ordered, non-stock or custom materials have been purchased, the Customer must pay their full cost plus any associated supplier charges, restocking charges or disposal costs.

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## **14. DEFECTS LIABILITY**

**14.1** The Customer must notify the Contractor in writing of any alleged defect within a reasonable time after becoming aware of it.

**14.2** The Contractor must be given a reasonable opportunity to inspect and, where the defect is the Contractor's responsibility, rectify it.

**14.3** The Contractor is not liable for defects or issues caused by:

- (a) fair wear and tear;
- (b) misuse, neglect or abuse;
- (c) lack of maintenance;
- (d) movement, vibration, corrosion, age or deterioration of existing systems;
- (e) blockage caused by foreign objects, wipes, grease, tree roots or structural defects;
- (f) work carried out by others;
- (g) customer-supplied materials; or
- (h) hidden defects or non-compliant existing conditions not caused by the Contractor.

**14.4** The Contractor is not liable for any defect unless and until it has been given the first reasonable opportunity to inspect and rectify.

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## **15. BLOCKAGES, DRAINS AND SEWER WORKS**

**15.1** Drain clearing or blockage removal does not guarantee that the blockage will not recur.

**15.2** Where a blockage is caused or contributed to by roots, structural damage, collapse, dislodgement, poor fall, scale, grease build-up, foreign objects, offset joints or defective pipework, further work will be required at additional cost.

**15.3** Any opinion as to the cause of a blockage is based on conditions observable at the time of attendance and may change if additional investigation occurs.

**15.4** CCTV inspections may not identify every defect where access, water level, pipe condition, obstructions, offsets, bends or equipment limitations restrict visibility.

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## **16. LEAK DETECTION, TESTING AND INVESTIGATIONS**

**16.1** Search and Investigation Works are inherently limited by access, existing conditions, finishes, weather, system design, intermittent faults and information available at the time.

**16.2** The Contractor will use reasonable care and skill in carrying out leak detection, tracing, testing and diagnostics, but does not warrant that every leak, fault or contributing cause will be identified on the first attendance.

**16.3** If one leak or fault is identified and repaired, additional leaks or faults may exist and further investigation may be required at additional cost.

**16.4** Pressure testing, gas testing, isolation and dismantling may reveal additional faults, leaks, non-compliance or damaged components requiring further work.

**16.5** Unless expressly stated, the price for investigation does not include rectification, reinstatement, patching, making good or return attendance.

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## **17. CUSTOMER-SUPPLIED MATERIALS AND DIRECTIONS**

**17.1** Where the Customer supplies any materials, fixtures, specifications or directions, the Contractor gives no warranty in relation to them and is not liable for their suitability, compatibility, performance or compliance.

**17.2** The Customer indemnifies the Contractor against any Claim arising from Customer-supplied materials, instructions, plans or specifications.

**17.3** If the Customer directs the Contractor to use a product or method against the Contractor's recommendation, the Contractor may record that instruction in writing and the Customer accepts the resulting risk to the extent permitted by law.

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## **18. DAMAGE, ACCESS AND MAKING GOOD**

**18.1** The Customer acknowledges that plumbing works, leak detection, drainage works and investigations may require cutting, removal, access openings, lifting, trenching, demolition or exposure of concealed areas.

**18.2** Unless expressly stated otherwise, the Contract Price excludes painting, tiling, plaster patching, waterproofing, cabinetry, joinery, flooring, rendering, landscaping, paving, concrete reinstatement, roofing reinstatement and decorative finishes.

**18.3** The Contractor is not liable for damage to concealed services, fragile finishes, corroded pipework, deteriorated fittings, brittle materials, asbestos-containing materials, unknown infrastructure or pre-existing defects, except to the extent caused by the Contractor's lack of reasonable care.

**18.4** The Contractor is not responsible for subsidence, cracking, movement, corrosion, mould, water damage, sanitary overflow consequences or structural consequences arising from pre-existing leaks, bursts, blockages, saturated ground or hidden defects not caused by the Contractor.

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## **19. TITLE, RISK, INSURANCE AND PPSA**

**19.1** Risk in the Materials passes to the Customer on delivery to the Site or when installed, whichever occurs first.

**19.2** Legal and beneficial title in all Materials supplied by the Contractor remains with the Contractor until the Contractor has received full payment of all amounts owing by the Customer.

**19.3** Until title passes, the Customer must:

- (a) hold the Materials as bailee for the Contractor;
- (b) keep the Materials identifiable where reasonably practicable;
- (c) not sell, dispose of or encumber the Materials except in the ordinary course if authorised; and
- (d) allow the Contractor reasonable access to recover unpaid Materials where lawful and practicable.

**19.4** The Customer must keep the Site and the Contract Works insured to an appropriate extent for loss or damage where the Customer bears that risk.

**19.5** The Contractor will maintain such insurances as are required by law, including public liability and workers compensation.

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## **20. WORK HEALTH, SAFETY AND SITE CONDITIONS**

**20.1** The Contractor may refuse to commence or continue work where the Site is unsafe or presents a risk to persons, property or compliance.

**20.2** The Customer must disclose any known hazards, including asbestos, contaminated soil, electrical risk, structural instability, confined spaces, hazardous substances, vermin, aggressive animals and unsafe access.

**20.3** The Contractor may stop work and charge reasonable delay and attendance costs if unsafe conditions are encountered.

**20.4** Any temporary isolation, shutdown or make-safe action taken by the Contractor for safety reasons is authorised by the Customer and is chargeable where not caused by the Contractor.

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## **21. DISPUTE RESOLUTION**

**21.1** If a dispute arises, either party must give written notice identifying the dispute and the outcome sought.

**21.2** Within five (5) Business Days after notice, the parties must use reasonable efforts to resolve the dispute by good faith discussions.

**21.3** If the dispute is not resolved within ten (10) Business Days, either party may refer the dispute to mediation before commencing court proceedings, except where urgent interlocutory or debt recovery relief is sought.

**21.4** The Contractor may continue to pursue payment of undisputed amounts during any dispute.

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## **22. FINANCE, CREDIT AND CAPACITY TO PAY**

**22.1** The Customer warrants that it has the present ability to pay the Contract Price and all amounts that may become payable under this Contract.

**22.2** If the Contract is subject to finance, the Customer must disclose that before acceptance and must promptly take all reasonable steps to obtain approval.

**22.3** The Contractor may request reasonable evidence of the Customer's capacity to pay for larger projects, staged works, special-order materials or commercial works.

**22.4** If finance is declined or delayed, the Contractor may suspend commencement or terminate the Contract, and the Customer remains liable for all costs incurred up to that point.

**22.5** The Contractor is not obliged to proceed on credit unless expressly agreed in writing.

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## 23. CONTRACT DOCUMENTS, PRECEDENCE AND AMBIGUITIES

**23.1** The Contract documents comprise, in descending order of precedence:

- (a) any Special Conditions signed by both parties;
- (b) these Terms and Conditions;
- (c) the Quotation;
- (d) any approved Variation; and
- (e) any annexures or schedules expressly incorporated.

**23.2** If there is any inconsistency between the documents, the order of precedence in clause 23.1 applies.

**23.3** If there is any ambiguity, discrepancy or error, the Contractor may request clarification from the Customer before proceeding.

**23.4** If clarification is not provided within a reasonable time, the Contractor may make a reasonable interpretation consistent with the apparent intent of the Contract and industry practice, subject to law.

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## 24. INDEMNITY AND LIABILITY

**24.1** To the extent permitted by law, the Customer indemnifies the Contractor against any Claim arising from:

- (a) breach of this Contract by the Customer;
- (b) unsafe Site conditions not caused by the Contractor;
- (c) inaccurate information supplied by the Customer;
- (d) customer-supplied materials, plans or directions;
- (e) acts or omissions of third parties engaged by or under the control of the Customer; and
- (f) delay, damage or loss caused by denied access or hidden defects.

**24.2** The Contractor is liable only for direct loss to the extent caused by its failure to exercise reasonable care and skill.

**24.3** To the extent permitted by law, the Contractor is not liable for:

- (a) indirect or consequential loss;
- (b) loss of profit, rent, revenue, goodwill or opportunity;
- (c) loss caused by delay;
- (d) pre-existing defects; or
- (e) damage arising from the condition of existing systems not installed by the Contractor.

**24.4** Nothing in this Contract excludes, restricts or modifies any consumer guarantee, statutory warranty or other right that cannot lawfully be excluded.

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## 25. EXCLUDED ITEMS UNLESS EXPRESSLY INCLUDED

**25.1** Unless expressly included in the Quotation, the Contract Price excludes:

- (a) Search and Investigation Works beyond the stated scope;
- (b) excavation, trenching, rock breaking, core drilling or traffic control;
- (c) electrical, civil, carpentry, plastering, painting, tiling, waterproofing, roofing, flooring, landscaping, paving or concreting works;
- (d) permits, inspections, authority fees, engineer's fees and certification;
- (e) making good or reinstatement of decorative finishes;
- (f) asbestos testing, removal or remediation;
- (g) structural rectification;
- (h) rectification of non-compliant or defective existing works;
- (i) hidden defects, latent conditions and contaminated material handling;
- (j) reports, scopes, certifications or documentation not expressly stated;
- (k) out-of-hours works unless specifically priced;
- (l) replacement of inaccessible, obsolete or discontinued parts beyond the stated scope; and
- (m) any work by others before, during or after the Contract Works.

**25.2** Where any excluded item becomes necessary to complete, access, protect, test, make safe or comply with requirements, it will be treated as a Variation or charged separately.

**25.3** Any written report, scope, CCTV recording, insurance report, quotation support letter or expert opinion must be specifically requested and may attract additional charges.

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## 26. EXTENDED TERMS

**26.1 Force Majeure** Neither party is liable for delay or failure to perform caused by an event beyond its reasonable control, including natural disaster, severe weather, fire, flood, pandemic, government action, utility interruption, transport disruption, industrial action or supplier failure.

**26.2 Confidentiality** Each party must keep confidential any commercially sensitive information received from the other, except where disclosure is required by law or reasonably necessary to enforce this Contract.

**26.3 Electronic Communications** The parties agree that notices, approvals, quotations, variations, invoices and instructions may be sent by email, SMS, job management platform or other agreed electronic means.

**26.4 Electronic Acceptance** The Customer may accept this Contract by signature, electronic signature, email approval, SMS approval, payment of deposit, instruction to proceed, booking confirmation or allowing the Contractor to commence the Contract Works.

**26.5 Photographs and Records** The Contractor may take photographs, videos, notes, pressure readings, CCTV recordings and other records of the Site and Contract Works for operational, evidentiary, compliance, warranty and training purposes.

**26.6 Compliance and Make-Safe Work** If the Contractor identifies a safety issue, gas leak, water leak, sanitary risk, electrical risk by others, non-compliance or damage risk, the Contractor may isolate, cap, disconnect, shut down or otherwise make safe the affected service, and the Customer must pay the reasonable cost of that work.

**26.7 Gas, Water and Sanitary Testing** Testing may reveal additional faults, leaks or non-compliance. The Customer acknowledges that further work may be required following testing and such work is chargeable unless expressly included.

**26.8 Manufacturer and Supplier Delays** The Contractor is not liable for delays, discontinued products, back orders or warranty positions adopted by suppliers or manufacturers.

**26.9 Survival** Clauses relating to payment, default, recovery, title, PPSA, indemnity, limitations of liability, confidentiality and dispute resolution survive termination of this Contract.

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## 27. GENERAL

**27.1 Quote Validity** Unless otherwise stated, the Quotation is valid for twenty-four (24) hours from issue and may be withdrawn or revised after that time.

**27.2 Entire Agreement** This Contract constitutes the entire agreement between the parties regarding the Contract Works and supersedes prior discussions, representations and understandings, except as required by law.

**27.3 Waiver** A waiver is effective only if in writing. Failure to enforce any right does not amount to a waiver of that right.

**27.4 Severability** If any provision is void, unenforceable or unlawful, it is severed to the extent necessary and the balance of the Contract remains in force.

**27.5 Assignment** The Customer may not assign its rights or obligations without the Contractor's written consent. The Contractor may assign or subcontract its rights and obligations.

**27.6 Governing Law** This Contract is governed by the laws of Victoria, and the parties submit to the jurisdiction of the courts and tribunals of Victoria.

**27.7 Customer Acknowledgment** The Customer acknowledges that it has read and understood this Contract, had the opportunity to obtain independent advice, and enters into it voluntarily.

**27.8 Notices** A notice under this Contract may be given by hand, email, SMS, registered post or approved electronic platform and is taken to be received when actually received or, for email and SMS, when sent without bounce-back or delivery failure.

**27.9 Amendment** No amendment to this Contract is effective unless in writing and accepted by both parties, except for site instructions and urgent make-safe directions authorised under this Contract.

**27.10 Statutory Rights Preserved** Nothing in this Contract excludes, restricts or modifies any right, remedy, guarantee, warranty or protection which cannot lawfully be excluded, restricted or modified under applicable law.