

Terms and Conditions of Trade

Your Local Plumbing Services - Open Mon-Fri: 7AM - 5PM

Any and all works carried out by Platinum Plumbing QLD either quoted or otherwise shall be subject to these Terms and Conditions in full. It is the sole responsibility of the client to read these Terms and Conditions carefully and pursue legal advice if required prior to engaging Platinum Plumbing QLD.

Definitions

“Platinum Plumbing QLD” means The trustee for the Platinum Plumbing QLD Trust trading as Platinum Plumbing QLD, or any agents, contractors or employees hereof.

“Client” shall mean the client, any person acting on behalf of and with the authority of the client, or any person purchasing products and services from Platinum Plumbing QLD. Where the Client is a corporation or partnership, its directors or partners agree to be bound by this contract jointly and severally.

1. Quotations

Platinum Plumbing QLD Pty Ltd – Terms & Conditions of Quotation, form part of these Terms and Conditions of Trade.

2. Work Orders

2.1 Once a Work Order has been accepted by Platinum Plumbing QLD, the Client cannot cancel it without the express consent of Platinum Plumbing QLD. Where Platinum Plumbing QLD has already ordered goods from a third party, cancellation will only be possible if Platinum Plumbing QLD can return the goods to the third party at no loss to Platinum Plumbing QLD.

2.2 Platinum Plumbing QLD may, at any time after acceptance of a Work Order, cancel the supply of Goods or Service and will not be liable for any loss or damage suffered by Client as the result of such cancellation.

3. Site Issues

3.1 Acceptance of a Work Order is based upon the assumption that all existing installations comply with law, regulations and relevant Australian Standards. Any work required to bring existing installations into compliance with law, regulation and relevant Australian Standards will be carried out in addition to that requested under the Work Order.

3.2 Should Platinum Plumbing QLD in the course of any authorised work, discover any defect in any part of the premises or the existing installation which makes it impracticable or inexpedient to continue with the authorised work, shall, at their sole discretion, conduct repairs deemed necessary to continue with the work.

3.3 The Client acknowledges that pipes affected by root growth and or blockages are generally damaged as a result of such interference. The removal of root growth and/or blockages alone carries no warranty that similar problems will not recur unless permanent repairs are made to the affected pipework.

3.4 Where drain inspection or plumbing equipment becomes jammed as a result of damaged drains or blockages, Platinum Plumbing QLD will be entitled to take reasonable action to retrieve such items. The Client agrees to pay the costs of the removal of the equipment including any excavation and restoration work.

3.5 Platinum Plumbing QLD 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 restoration required after the supply of the Goods or Services must be carried out at Client's cost.

3.6 Any materials removed from the client's premises in connection with carrying out a Work Order and not used on the job shall be the property of Platinum Plumbing QLD unless otherwise agreed.

4. Obligations of Platinum Plumbing QLD

4.1 Platinum Plumbing QLD shall perform work in a professional manner as per Australian Standards.

4.2 Platinum Plumbing QLD shall perform work in accordance with OH & S requirements.

4.3 Platinum Plumbing QLD shall handle any fixtures, fittings, materials and/or equipment provided by the Client with reasonable care.

4.4 Platinum Plumbing QLD shall not be liable for any damage caused by defects in, or the unsuitability of client-supplied fixtures, fittings, materials and/or equipment for the purposes for which they were intended by the Client.

4.5 Platinum Plumbing QLD shall not be liable for any loss or damage resulting from any act of God, fire, natural disaster, Act of Parliament, Government order, strike, war, delay in delivery of manufacturing materials or from any other circumstances beyond Platinum Plumbing QLD's control.

4.6 Platinum Plumbing QLD may subcontract all or any of its obligations or rights without Client's consent.

4.7 Platinum Plumbing QLD will hold all insurance it considers appropriate in respect of the supply of Goods and Services and all other insurances required by law

5. Supply of Materials

5.1 Where any fixtures, fittings, materials and/or equipment are supplied by the Client, they will be stored, handled and installed at the risk of the Client. Platinum Plumbing QLD is not liable for any failure of materials supplied by the Client.

5.2 Notwithstanding delivery of the Goods to the Client, title in the Goods shall remain with Platinum Plumbing QLD until full payment is made by the Client to the Plumber. The Plumber reserves the right to reclaim the Goods from Client's possession, custody or control even if they have been delivered to Client or moved from the delivery address. Platinum Plumbing QLD reserves the right to keep or sell the Goods

5.3 All materials removed from the Client's site/premises shall be deemed to be the property of the Plumber unless the Plumber is otherwise notified by the Client.

6. Contract Price and Payment

6.1 The Client shall pay Platinum Plumbing QLD the Contract Price and any variation in accordance with these terms and conditions.

6.2 The Price is payable in full without any deduction at the completion of the works unless otherwise agreed in writing with Platinum Plumbing QLD.

6.3 All Goods and Services supplied by Platinum Plumbing QLD are subject to Goods and Services Tax (GST).

6.4 The Client is liable for all reasonable costs and expenses incurred by Platinum Plumbing QLD or by any third party engaged by Platinum Plumbing QLD incidental to and arising out of late payments of amounts due under this contract.

7. Termination of Contract

7.1 If Client terminates this agreement for any reason whatsoever Client must immediately pay Platinum Plumbing QLD for all Goods or Services already ordered from or supplied by Platinum Plumbing QLD.

8. Dispute Resolution

8.1 If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within seven (7) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute.

8.2 At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered or sent by certified mail to the other party refer such dispute to arbitration.

8.3 Each party shall bear its own costs of presenting its position to the arbitrator(s) unless the arbitrator(s) make another determination in respect of the costs.

9. Warranty and Limitation of Liability

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

9.2 To the extent permitted by law, all terms, guarantees, warranties, representations or conditions which are not expressly stated in this agreement are excluded. If Platinum Plumbing QLD is liable for a breach of an imposed term, guarantee, warranty, representation or condition or warranty, Platinum Plumbing QLD's liability is, limited to: the replacement of the Goods or the supply of equivalent goods or the supply of the Services again; or, the repair of the Goods; or, the payment of the cost of replacing the Goods or acquiring equivalent goods; or, the payment of the cost of having the Goods repaired or resupplying the Services.

9.3 To the extent permitted by law Platinum Plumbing QLD 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 Goods.

10. Intellectual Property

10.1 Where Platinum Plumbing QLD has designed or drawn Goods for the Client, the copyright in those designs and drawings shall remain vested with the Plumber and shall only be used by the Client at the written discretion and with written consent to do so.

11. Severance Clause

11.1 If any words or provisions in this contract are unenforceable, the remainder of this contract shall remain effective.

11.2 Platinum Plumbing QLD reserves the right to review and makes changes to the term and conditions from time to time.