

TERMS AND CONDITIONS

Warranties

Statutory Warranties

You are entitled to the following statutory warranties. These warranties are in effect for six years for structural defects and two years for non-structural defects, commencing from the date when the work was completed.

1. The work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.
2. All materials supplied will be suitable for the purpose for which they are used, and that those materials will be new, unless specified otherwise.
3. The work will be done under and will comply with, the Home Building Act 1989 or any other law.
4. The work will be done with due diligence and within the time stated in the contract, or otherwise in a reasonable time.
5. If the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling, or the repairing, renovation, decoration or protective treatment of a dwelling; the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
6. The work and any materials used in doing the work, will be reasonably fit for the specified purpose or result that the owner has made known to the contractor, so as to show the owner relies on the contractor's skill and judgement.

Other Warranties

We offer a ten year guarantee on parts and workmanship for all drain or storm water repairs (excluding any pumps or other mechanical or electrical devices which are covered by the manufacturers' warranties). Should you suffer a further blockage at the site of our repair due to our poor workmanship, we will replace the damaged area again at no charge to you. We do not provide any warranty for pipes crushed by mechanical means (e.g. car or truck traffic) or misalignment due to ground subsidence or shifting for any reason.

Unless otherwise noted, we do not warrant our jet blasting under any circumstances since we cannot guarantee that the roots will not grow back once they have entered the pipe.

We offer a two year warranty against any defects in workmanship for non-drain repairs or service (tap washers excluded). If a part fails to operate properly due to our workmanship we will repair or replace the part at our discretion.

We warrant tap washers for a period of six months from the time of installation.

We do not offer any warranties for customer-supplied parts as we cannot guarantee the quality of the product.

We will pass along to you any warranties or guarantees provided by the manufacturer of any goods we supply.

See Australian Consumer Law Compliance below for specific information on how we handle warranty calls.

Building Code Compliance

All work, or components, will comply with the Building Code of Australia (to the extent required under the Environmental Planning and Assessment Act 1979); all other relevant codes, standards and specifications that the work is required to comply with under any law; and the conditions of any relevant development consent or Complying Development Certificate.

The contract may limit the liability of the contractor to comply with the clause referred to immediately above if the failure relates solely to a design or specification prepared by or on behalf of the owner, or a design or specification required by the owner, if the contractor has advised the owner in writing that it contravenes the clause referred to immediately above.

Australian Consumer Law Compliance

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits provided to you by these requirements are in addition to other rights and remedies available to you under the law.

If you believe we have provided you with faulty goods or services you should call us as soon as the issue is noted. To help us with identifying the work we have completed for you, it will be helpful for you to have your invoice for the goods or services we supplied.

We will either arrange a time for someone to come to your home to assess the problem and determine the cause or we may pass the issue onto the manufacturer of the goods for them to assess and correct.

In either event, if the problem is not caused by defects in either the goods or our workmanship you may be charged for the time taken to assess and/or rectify the problem. The person attending to your issue will advise you of your options at the time of assessment.

Payment Terms

Payment terms are strictly cash on demand (COD) at completion of the works unless otherwise specified in writing. Failure to meet payment deadlines may result in GNP Group Pty Ltd seeking to recover any amounts due through our credit collection agency or through the process set out in the Securities of Payment Act 1999 (NSW). In this event, all fees and penalties relating to collection of amounts due are payable by you. Should you have issues regarding payment, please call us at (02) 9651 4884 to discuss other arrangements.

Deposits

We will collect a deposit equal to no more than 10% of the total price (including GST) in advance of works that will take place at a later date. This deposit will be in addition to any

amounts charged for works completed on the day the works are accepted. We may collect a higher deposit amount if the works include special order items that either may not be returned or may attract a re-stocking fee from our supplier.

Cancellations

Should you choose to cancel any accepted works before completion we are entitled to charge you for the costs incurred up to the time of cancellation. This may include any deposits or payments already collected.

Special Offers

Free Camera Inspection for Blocked Drains

If you do not have a blocked drain and are only requesting a camera inspection for quoting or other purposes, we will charge you for this service at our standard rates.

If the plumber must jet blast the sewer or storm water line in order to be able to use the camera, you will be charged for the jet blasting time depending on the duration. The technician will discuss any charges with you before proceeding.

The Next BBQ's On Us

If you refer us to another person, and they spend more than \$300 (including GST) with us, we will deliver to you a complimentary meat tray or fruit basket. This offer is available for as many referrals as you make.

No Obligation Quotes

We provide no obligation quotes at no charge to you unless otherwise specified under "No Call Out Fee". The prices quoted are valid for a period of 90 days unless otherwise specified in writing at the time of quoting. We reserve the right to refuse to proceed with quoted works at our sole discretion.

We offer no obligation quotes for major works such as sewer, water, gas and storm water repairs or extensions and plumbing-related renovations. We do not provide no obligation quotes for small jobs such as simple tap & toilet repairs.

Some investigations such as testing for water leaks, cutting into walls or performing exploratory excavations to find sewer access points are not considered part of a no obligation quote and may be chargeable by the attending plumber. The plumber will advise you of any charges up front to complete the investigation. If you choose not to proceed, no amount will be owing.

No Call Out Fee

We do not charge a call out fee of any kind in our designated service area. This means we will come to your home at no charge to you, we will provide you with an assessment and a firm, fixed price to correct the problem. If you choose not to go forward with the works, there is no obligation to you.

We reserve the right to charge a call out fee at our discretion for extenuating circumstances such as the call being out of normal hours (7:00am to 3:30pm, Monday to Friday), on the weekend, on a public holiday or out of our designated service area.

Variations To Works

We may charge you a variation to our quoted firm price if we encounter issues or problems that were not reasonably obvious to us at the time of quoting. These issues may include, but are not limited to, underground rock formations during excavation, customer-supplied items requiring additional non-standard works to install or additional problems discovered during installation that were not seen at the time of quoting.

Whilst we do all we can to fully assess every job, we are not required to list in advance all potential issues that might require a variation to the price. It is only necessary that it be reasonable that the issue could not be foreseen at the time of quoting.

In the event we are required to charge you a variation, we will provide you with the additional cost and will not proceed with further works until you approve.

Water Leaks

Water leaks vary greatly in their severity and difficulty to repair. If you have a water leak, or suspected water leak, we will quote you a firm price to detect, locate and excavate the leak and perform a simple repair. We consider a repair to be simple if the excavation and repair of the leak takes two hours or less and requires less than 500mm of pipe and no more than four fittings. If, once the leak is located or excavated, it is determined that extra works are required due to difficulty in excavation or inaccessibility, we will quote you a firm price for all works based on our assessment. If you choose not to proceed with the works as quoted you will be charged for our time to assess the problem and any associated location costs. If you proceed with the works, any price quoted includes the preparation of a Sydney Water Plumber's Statement to allow you to claim back excess charges associated with the leak.

Water Hammer

Water hammer problems can be difficult to assess and correct since many factors may contribute to the problem. If you are experiencing water hammer we will make recommendations based on your knowledge of your home and our assessment of the plumbing pipes and fixtures to the best of our ability. Generally, we will attempt to resolve water hammer issues using a stepped approach starting with the easiest remedies and graduating to more in-depth solutions if the problem persists. This may include crimping of tap washers, local water hammer arrestors in certain appliances, a water hammer arrestor at the water meter, clipping of pipes or re-routing of pipes. If initial changes fail to correct the problem, subsequent changes are not considered warranty and you will be charged for the additional works. We do not provide any warranty for persistent water hammer issues. This does not preclude any standard or statutory warranties we provide for defects in materials or workmanship.

Jet Blasting

If we determine that your sewer or storm water blockage requires jet blasting, we will quote you a rate based on the time it takes to set up for jet blasting, the actual jet blasting

time and the time it takes to pack up all jet blasting equipment. 30 minutes is the minimum charge regardless of how long it takes to clear the blockage. If we take longer than 30 minutes to clear the blockage, we will charge you in 15 minute increments including the time to set up for jet blasting and the time to pack up all jet blasting equipment. In general, we will not jet blast longer than 1 hour as this means that a serious blockage has occurred that will require a repair. In this event we will charge you for the jet blasting time (regardless of whether we have cleared the blockage) and will provide you with a firm quote to further assess the blockage by excavating.

Toilet Suite Replacement or Removal

We do not provide any warranty for toilet pans that break during removal. Toilet pans and adjacent tiles are installed using a variety of cements and adhesives that can make removal difficult. Any additional works or cost to replace tiles or toilet pans will incur an additional charge unless otherwise noted.

Customer-Supplied Items

We will install plumbing fixtures and appliances purchased by you so long as they are fit for the purpose for which they are intended. We strongly recommend that the items be available for inspection when we first assess the job and we can advise if the item can be installed, if any additional parts will be required or if they cannot be installed as requested for any reason. If the item is not available for inspection prior to installation you may be charged for our time regardless of whether we are able to successfully install the item. Other than for our workmanship, we offer no guarantees or warranties of any kind for customer-supplied items or any associated problems they may create.

Landscaping and Lawns

Excavation works required to repair sewer or storm water pipes can affect turfed or landscaped areas. All care is taken to minimise our impact on your property, however, we accept no responsibility for the loss of turf, hedges, shrubs or any other plants. Any plants of that are to be preserved must be removed by you before our works begin.

In Ground Services

We use various methods to determine the location of in-ground services (gas, telecoms, water, sewer, storm water) on your property such as the use of dial before you dig plans, siting of above ground fixtures, locating equipment where possible and your personal knowledge of your property. However, it is impossible for us to know the location of every buried service and some services may not be at the depth or location required by Australian Standards. In these instances, it is possible a service may be damaged during excavation works. If we can easily repair the service during our normal course of works (such as repairing a small section of storm water pipe) we will do so at no charge to you. However, we offer no warranty for damage to buried services and any costs associated with repair of these services are your responsibility. Damage to main services on council property are our responsibility and you will not be charged for any repairs to these assets.

Ground settling

We compact all backfilling following any excavation works to the best of our ability. However, depending on the type of soil, some settling is to be expected. Any settling less than 100mm in depth is considered normal and is not covered by any warranty.

Discounts

Pensioner Discounts

If you have a NSW Seniors Card, we will reduce the price of any job by 10%, up to a maximum discount of \$100. You must present the card to the attending plumber to receive the discount.

Multiple Discounts

We do not offer multiple discounts on the same job. You and the plumber will agree in advance of the work to be performed which discount is best for you.

If you have any questions about any of our terms & conditions, please ring us on (02) 9651 4884 and we would be happy to discuss and clarify.