

# Terms and Conditions

JME Plumbing and Gas Pty Ltd

ABN: 48 659 360 200

Acceptance of a booking, request for services, acceptance or signing of an estimate, quote, work order, or invoice, or permitting works to commence by **JME Plumbing & Gas Pty Ltd** ("the Contractor"), constitutes acceptance of these Terms and Conditions.

## 1. Authorisation to Proceed

By confirming a booking, requesting services, accepting or signing an estimate, quote, work order, or invoice, or permitting works to commence, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

Such actions constitute authorisation for JME Plumbing & Gas Pty Ltd ("the Contractor") to attend the site and carry out the requested works, including the application of any applicable call-out fees, labour charges, material costs, and other associated charges. The Client further acknowledges that acceptance of a booking, estimate, quote, work order, or invoice constitutes agreement to the quoted price, scope of works, exclusions, specifications, and these Terms and Conditions.

The Contractor reserves the right to defer scheduling, procurement of materials, or commencement of works until written authorisation has been received.

Where the Client requests that works commence prior to providing written acceptance of an estimate, quote, work order, or invoice, such request shall be deemed acceptance of the estimate or quotation and these Terms and Conditions in full.

## 2. Fixed Quotation Validity

All fixed quotations are valid for thirty (30) days from the date of issue unless otherwise stated. JME Plumbing & Gas Pty Ltd reserves the right to amend quoted prices after this period due to increases in labour, materials, supplier pricing, freight costs, or government charges.

## 3. Deposit and Payment Upon Acceptance

Where specified in the quotation, a deposit is required upon acceptance of the quotation and prior to commencement of any works, ordering of materials, or booking of labour. The deposit amount will be stated within the quotation and is payable upon signing. JME Plumbing & Gas Pty Ltd reserves the right to withhold scheduling, funds have been received.

By signing and accepting the quotation, the Client agrees to pay the required deposit in accordance with the payment terms stated in the quotation.

Unless otherwise specified:

- Deposits are non-refundable once materials have been ordered, labour has been allocated, or administrative costs have been incurred.
- Deposit payments will be credited towards the total contract value.
- Additional progress payments may be required for larger projects.
- The balance of the contract price is payable in accordance with the agreed payment terms and no later than completion of the works.

Failure to make the required deposit of the booking at the discretion of JME Plumbing & Gas Pty Ltd.

## 4. Scope of Works

The quotation covers only the works, labour, services, and materials specifically detailed within the quotation. Any works not expressly included are excluded and may be subject to additional charges.

## 5. Variations

Any changes to the agreed scope of works requested by the Client, or required due to site conditions or unforeseen circumstances, will constitute a variation. Variations may result in additional costs and extension of completion timeframes.

## 6. Site Conditions and Unforeseen Circumstances

Quotations are based on visible and accessible site conditions at the time of inspection. Additional charges may apply where unforeseen conditions are encountered, including but not limited to:

- Hidden leaks or damaged pipework
- Non-compliant plumbing or gas installations
- Concealed drainage defects
- Tree root intrusion
- Structural obstructions
- Rock excavation
- Asbestos or hazardous materials
- Restricted site access
- Underground service conflicts

Any additional works required as a result of such conditions will be charged separately.

## 7. Site Access

The Client is responsible for providing safe and reasonable access to the work area during business hours. Delays, return visits, or additional labour costs arising from restricted access may incur additional charges.

## 8. Call-Out Fees

A call-out fee will apply to all service bookings and attendance requests. The call-out fee covers the costs associated with dispatching a qualified technician to the site, including travel time, vehicle expenses, administration, equipment, and the initial assessment of the reported issue.

The call-out fee is payable regardless of whether further works are approved, completed, or whether the issue is resolved during the initial attendance.

By confirming a booking, requesting attendance, or authorising JME Plumbing & Gas Pty Ltd to attend the site, the Client

acknowledges and agrees to the applicable call-out fee and associated charges.

Any quoted call-out fee is non-refundable once a technician has attended the property, except where otherwise required by law.

Additional labour, materials, equipment, after-hours charges, and variation costs will be charged separately unless expressly stated otherwise in writing.

## 9. Payment Terms

Unless otherwise agreed in writing:

- Residential accounts are payable same day as works, upon completion
- Commercial accounts are payable within seven (7) days of invoice date.
- Deposits and progress payments may be required for larger projects.

Final payment is due upon completion of works unless otherwise agreed in writing.

## 10. Overdue Accounts

JME Plumbing & Gas Pty Ltd reserves the right to charge interest, administration fees, debt recovery costs, and legal expenses associated with recovering overdue accounts were permitted by law.

## 11. Retention of Title

All materials, equipment, and goods supplied by JME Plumbing & Gas Pty Ltd remain the property of the Contractor until full payment has been received.

## 12. Client-Supplied Materials

No warranty is provided on materials, fixtures, appliances, or fittings supplied by the Client. Any additional labour or associated costs incurred due to faulty, damaged, unsuitable, or incompatible client-supplied products will be charged to the Client.

## 13. Workmanship Warranty

JME Plumbing & Gas Pty Ltd warrants all workmanship in accordance with Australian Consumer Law and applicable industry standards.

Manufacturer warranties apply to materials, fixtures, and equipment supplied where applicable.

Warranties do not cover:

- Normal wear and tear
- Misuse or neglect
- Lack of maintenance
- Accidental damage
- Existing defects
- Alterations or repairs carried out by others following completion

#### 14. Plumbing and Gas Compliance

All plumbing and gas fitting work will be carried out by appropriately licensed personnel and in accordance with applicable legislation, regulations, and Australian Standards.

Compliance certificates will be issued where required by law.

#### 15. Blocked Drain Services

Blocked drain services are provided on a best-efforts basis.

While every reasonable effort will be made to clear blockages, JME Plumbing & Gas Pty Ltd does not guarantee the ongoing performance of drains where defects exist, including:

- Tree root intrusion
- Collapsed drains
- Broken pipework
- Structural defects
- Improper installation
- Foreign objects or debris

Drain clearing does not include excavation, pipe replacement, CCTV inspections, or permanent repairs unless specifically stated within the quotation.

#### 16. After-Hours and Emergency Work

Work performed outside normal business hours, including evenings, weekends, public holidays, and emergency call-outs, may be charged at applicable after-hours rates. Minimum charges may apply to emergency attendance.

#### 17. Excavation and Underground Services

Where excavation works are required, all reasonable care will be taken to avoid damage to underground services.

JME Plumbing & Gas Pty Ltd relies on information supplied by the Client and relevant

authorities regarding the location of underground infrastructure. The Contractor accepts no responsibility for unidentified or incorrectly identified underground services. Additional charges may apply for rock excavation, difficult ground conditions, or unmarked services.

#### 18. Existing Plumbing, Gas and Drainage Systems

The Contractor is not responsible for faults, failures, leaks, blockages, or defects in existing plumbing, gas, drainage systems, fixtures, appliances, or infrastructure that become apparent during or following the completion of works unless caused directly by the Contractor's negligence.

#### 19. Waste Removal

Unless specifically included within the quotation, removal and disposal of excess spoil, demolition materials, contaminated materials, hazardous substances, or other waste will be charged separately.

#### 20. Delays Beyond Reasonable Control

The Contractor will not be liable for delays resulting from circumstances beyond its reasonable control, including:

- Adverse weather conditions
- Material supply shortages
- Supplier delays
- Site access restrictions
- Industrial action
- Government requirements
- Utility provider delays

Completion dates are estimates only and may be adjusted where necessary.

#### 21. Photographs and Documentation

The Contractor may take photographs and maintain documentation of site conditions before, during, and after the works for quality assurance, compliance, warranty, training, and record-keeping purposes.

#### 22. Cancellation of Works

Where an accepted quotation is cancelled by the Client prior to completion, JME Plumbing & Gas Pty Ltd reserves the right to recover all

costs incurred up to the date of cancellation, including:

- Labour costs
- Materials ordered or supplied
- Equipment hire
- Supplier cancellation fees
- Administration costs

### **23. Limitation of Liability**

To the maximum extent permitted by law, the liability of JME Plumbing & Gas Pty Ltd is limited to the rectification of defective workmanship.

The Contractor shall not be liable for any indirect, consequential, incidental, special, or economic loss arising from or related to the services provided.

### **24. Acceptance**

Acceptance of this quotation confirms that the Client:

- Has read and understood these Terms and Conditions;
- Accepts the quoted scope of works and pricing;
- Agrees to make payment in accordance with these Terms and Conditions;
- Agrees to pay any required deposit upon acceptance; and
- I acknowledge that acceptance of this quotation constitutes my authorisation for the quoted works to commence.