

## Terms and Conditions

Unless otherwise agreed in writing by the Seller, the Customer agrees that it will be bound by these terms and conditions if the Customer places an order with the Seller.

### **1. Definitions**

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- (a) "Customer" means the person, business partnership, company or entity ordering the goods and/or services from the Seller.
- (b) "Seller" means Carpet Pro Pty Ltd trading as Affordable Regrouting.
- (c) "Work" means the provision of products and/or services to the Customer by the Seller.

### **2. Quotes and Orders**

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- (a) The Seller will provide a written quote to the Customer prior to commencing Work.
- (b) The quote will remain valid for thirty (30) days only after the date that it is issued, unless otherwise specifically agreed between the Customer and the Seller.
- (c) All amounts quoted are exclusive of GST unless otherwise specifically stated.
- (d) Any instructions received from the Customer by the Seller to carry out Work shall constitute an order.
- (e) The Customer acknowledges that the quote is based on a visual inspection and that additional issues, outside of the scope of the quote, may be discovered after the Work is commenced.
- (f) The Customer also acknowledges that it may not be possible for the Seller to complete the Work in a proper and workmanlike manner without carrying out additional Work that is outside of the scope of the quote.
- (g) Any additional Work that is required, outside of the scope of the quote, will be charged at the Seller's standard rates.
- (h) The Seller will take all reasonable steps to notify the Customer and seek their consent prior to carrying out any additional Work.
- (i) However, if the Customer is not contactable within a reasonable period of time, the Seller is permitted to commence the additional Work, provided that they notify the Customer as soon as practicable.
- (j) If the Customer refuses to provide their consent to additional Work, the Seller is not required to continue with any of the quoted Work if they are unable to complete it to a proper and workmanlike manner without also carrying out the additional Work. In these circumstances, the Customer is required to pay the Seller for the Work completed and the supplies purchased for the Work.
- (k) Any variations to the Works set out in the written quote may be refused at the Seller's discretion.



### **3. Payments**

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- (a) The Customer must pay the amount charged by the Seller and any applicable GST upon completion of the Work, or upon Work being discontinued or terminated in accordance with these terms and conditions.
- (b) Payment must be made by direct deposit, EFTPOS or cash.
- (c) In the event that the Customer does not pay the amount owed in full and on time, the Seller is entitled to charge interest at the rate of 10% per annum, calculated daily, on the outstanding amount.
- (d) The Customer acknowledges that the Seller is required to purchase supplies and invest time when preparing to carry out Work.
- (e) The Seller may, at their discretion, require that the Customer pay a deposit, which is not refundable in the event that a Customer cancels an order.
- (f) In the event that a Customer cancels an order after the Seller has purchased supplies, the Customer is required to immediately compensate the Seller for the cost of those supplies. If a deposit has been paid that does not fully cover the cost of the supplies purchased by the Seller, the Customer must pay the difference between the cost of the supplies and any deposit paid.
- (g) The Seller may, at its discretion, require a Customer to pay any fees associated with the use of EFTPOS. The Seller must advise the Customer of the EFTPOS fees prior to commencing Work.

### **4. Risk**

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- (a) The Seller agrees to carry out the Work with all reasonable care and attention.
- (b) The Customer acknowledges that, even when all reasonable care and attention is taken, accidental chipping, scratching or cracking of existing tiles may occur during regrouting.
- (c) In the event that such damage occurs, the Seller agrees to replace the damaged tiles with tiles that match as closely as possible. The Customer acknowledges that identical tiles may not be available.
- (d) The Seller is not required to carry out Work if they believe that it would be unsafe to do so.

### **5. After Care**

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- (a) The Seller may provide the Customer with instructions that will need to be followed in order to ensure the quality of the Work.
- (b) These instructions may include, but are not limited to, not using the relevant area for a period of time, or using certain cleaning products.



- (c) The Customer agrees to follow these instructions and acknowledges that the failure to do so may result in damage occurring or the quality of the Work diminishing.
- (d) In the event that the Customer does not follow the instructions, the warranty provided by the Seller is voided to the fullest extent possible at law and the Customer is solely responsible for the cost of any repairs or replacement.

## **6. Defects**

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- (a) The Customer will inspect the Work and notify the Seller within seven (7) days of completion of any claims for defects, damage or failure to comply with the quote.
- (b) The Customer will provide the Seller with the opportunity to inspect the Works as soon as reasonably possible after notification of a claim.
- (c) If the Customer does not provide notification of any claims within seven (7) days, the Work will be presumed to be free from any defect or damage.

## **7. Warranty**

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- (a) Our goods 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 compensations 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.
- (b) In addition to the Customer's rights and remedies under the Australian Consumer Law, and provided that the Customer has fully complied with these terms and conditions, the Seller provides the following warranties:
  - i. Workmanship is guaranteed for a period of five (5) years; and
  - ii. Products are guaranteed for the period of the warranty provided by the manufacturer of the Products, on the terms and conditions required by the manufacturer of the Products.
- (c) Upon acceptance of a warranty claim, the damage or defect may be repaired or replaced at the sole discretion of the Seller.
- (d) The Customer must notify the Seller as soon as reasonably possible after discovering a potential warranty claim. Notification must be in writing and sent by either post or email.
- (e) The Customer will provide the Seller with the opportunity to inspect the Works as soon as reasonably possible after notification of a claim.
- (f) In the event that there is a delay in notifying the Seller, the Seller is not responsible for any additional damage or defects that arise between the potential warranty claim being discovered and the notification to the Seller.



- (g) The warranties do not apply to damage or defects caused by or partly caused by or arising from:
- i. Fair wear and tear;
  - ii. Force majeure, including but not limited to extreme weather events;
  - iii. Structural movement;
  - iv. Substrate movement;
  - v. Latent defects, including but not limited to termites, wet or dry rot, water damage, seepage or general deterioration due to age;
  - vi. Works carried out in the relevant area by other tradespeople;
  - vii. Growth of mould, mildew and bacteria;
  - viii. Any other circumstances outside of the control and responsibility of the Seller.
- (h) To the fullest extent permitted by law, no warranty is given by the Seller as to the quality or suitability of the Products for any purpose, and any implied warranty is expressly excluded.

## **8. Limitation of Liability**

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- (a) To the fullest extent permitted by law, the Customer agrees that the Seller's liability for a failure to comply with a consumer guarantee under the Australia Consumer Law is limited to one or more of the following, at the sole discretion of the Seller:
- i. Replacement with equivalent products;
  - ii. Repair;
  - iii. Payment of the cost of replacement with equivalent products;
  - iv. Payment of the cost of having the products repaired.
- (b) To the fullest extent permitted by law, the Customer agrees that the Seller's liability under any other circumstances is limited to the amount paid by the Customer. The Seller does not have any liability to the Customer for any consequential or economic loss.



## 9. Miscellaneous

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- (a) Unless the Seller advised otherwise, the Customer must use the following contact details to notify the Seller of any defects or warranty claims:

Name: Carpet Pro Pty Ltd trading as Affordable Regrouting

Address: 15 Kerry Louise Avenue, Noraville NSW 2263

Phone: 0425 216 550

Email: [info@affordableregrouting.com.au](mailto:info@affordableregrouting.com.au)

- (b) These terms and conditions are governed by, and are to be interpreted according to, the laws in force in the State of New South Wales. The Seller and the Customer submit to the non-exclusive jurisdiction of the courts operating in New South Wales.
- (c) Any references to legislation or regulations includes any amending, replacing or supplementing legislation.

