

Terms and Conditions – Absolute Plumbing Qld

1. Prices. All prices are quoted on the basis of costs of labour, fixtures and materials at the date of the quotation and are valid for the period of 30 days.
2. Variations. All extras or alterations not included in the Quotation shall be requested in writing and cost of same agreed by the client in writing before the contractor is required to commence work on such extras or alterations.
3. Alterations to conditions. Any alteration or variation in these conditions agreed to by The Contractor and The Client shall be binding on the parties only if in writing and signed by them.
4. Removal of materials. Any materials removed from The Client's premises in connection with the work authorised overleaf and not re-used on the job shall be the property of The Contractor unless otherwise agreed.
5. Defects in existing installation. Should The Contractor in the course of any work authorised discover any defect in any part of the premises or the existing installation therein or connection thereto which makes it impracticable or inexpedient for him to continue his work under this contract without repairing or replacing any part of the said premises or installation or connection (and The Contractor shall be the sole judge thereof) The Contractor shall be entitled to suspend work on the job and shall immediately notify The Client thereof and submit the price of such additional work and if The Client shall fail to sign authority for The Contractor to carry out the same this Contract shall be deemed at an end and The Contractor shall be entitled to payment for all work done and materials supplied to date or suspension of the work anything to the contrary, hereinbefore contained notwithstanding.
6. Defective foundations etc. The Contractor shall not be liable for any loss or damage resulting from insufficient or defective foundations, walls or other structure not erected by The Contractor.
7. Tree roots and made up ground. This quotation does not cover any special treatment of drains on account of proximity of tree, particular soil types, seepage, made up ground or other causes. If concreting, additional bedding, cast iron pipes or any other special requirements not reasonably ascertainable at the time of quoting is ordered by any competent authority, local authority, inspector or person authorised by an authority will be charged as an extra to this quotation.
8. Rock and reef. This quotation does not cover the removal by mechanical means or blasting of rock, reef or any other solid material which may be encountered in the course of excavation. Should this eventuate an extra will be charged to this quotation. The cost of removal of the above from the site is not included in this price.
9. Existing services. For the purpose of this quotation it is assumed the existing services are in good order. The reinstatement of said services cut or damaged during the course of these works is included in the price but any extensive renewal for other reasons will be charged as an extra. Any damage to existing utility services not located by The Client and not able to be reasonably located by The Contractor will be repaired at The Client's cost and is not included in this quotation.
10. Extra work arising out of existing installations. For the purpose of this quotation it is assumed that existing installations comply with Statutory Regulations. Any work additional to the work to be performed ordered by any competent Authority, Local Authority, Inspector or person authorised by an Authority will be charged as an extra.
11. Removal of spoil. Surplus excavated material will be stacked neatly in heaps in positions convenient for topping up trenches after subsidence. If removal from the site is demanded an additional charge for this service will be made.
12. Client's materials. If any fixtures, fittings or materials are supplied by The Client all care will be taken but fixtures, fittings and materials so supplied will be stored, handled and installed only at the risk of The Client.
13. Suspension in default of payment. Without prejudice to any other rights of The Contractor, where The Client fails to make any payments due hereunder on the due dates, The Contractor shall be entitled to suspend the works until payment is made and if default continues for a period of seven days thereafter The Contractor shall be entitled to determine the contract and in addition to any other rights which may be conferred upon him at law or at equity shall be paid for work and labour done and materials supplied to the date of the suspension.
14. Completion and delays. The Contractor agrees to complete all works authorised in a good and workmanlike manner as soon as is reasonably practicable and whether or not a definite date for completion has been quoted shall not be responsible for any delay in completion or damage occasioned directly or indirectly by weather conditions, labour disputes, accidents, fire, Act of God, Civil Riots, shortages or material or difficulty of securing labour or any other cause beyond the reasonable and practicable control of The Contractor.
15. Settlement of disputes. In the event of a dispute or difference arising between the Client and Contractor relating to any work performed or any other matter relevant to this contract, such dispute or difference shall (unless resolved by The Client and The Contractor) be resolved as follows:
 - (a) In respect of a dispute or difference insofar as the performance of domestic or residential work is concerned, such dispute shall be referred to the Queensland Building Tribunal for resolution and the parties agree to be bound by the procedures set forth in part seven of the Queensland Building Authority Act 1981.
 - (b) In respect of any other dispute or difference:
 - (1) The dispute shall be referred to mediation by a mediator appointed by the Queensland Chapter of the Institute of Arbitrators or the Australian Commercial Disputes Centre Queensland Limited.
 - (2) In the event of a dispute or difference that has not been resolved by mediation then the dispute or difference shall be referred by either party given notice of the dispute or difference to the other party to arbitration.
 - (3) The party referring the dispute or difference to arbitration shall provide evidence to the other party that he had deposited the sum of five hundred dollar (\$500.00) with the Master Plumbers Association of Queensland by way of security for costs of the arbitration proceedings and that he has requested of the Master Plumbers Association of Queensland to appoint an arbitrator.
 - (4) Arbitration shall be by single arbitrator appointed by the Secretary of the Master Plumbers Association of Queensland and the decision of the arbitrator including any order made by him in respect to costs shall be binding on both parties to the dispute or difference.
 - (5) Neither party shall be represented in such arbitration proceedings by Council, Solicitor or other legal practitioner unless both agree.
 - (6) The parties hereto agree that all proceedings and any decision arising from the arbitration shall be confidential as between the parties.

Many Thanks
Russell J. Mahon
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