

Terms and Conditions

Note – Any and all works carried out by Jabez Solutions either quoted or otherwise shall be subject to these Terms and Conditions in full. It is the sole responsibility of the Client to read the Terms and Conditions carefully and pursue legal advice if required before engaging Jabez Solutions.

1. Definitions

“Jabez Solutions” shall mean Jabez Solutions Pty Limited, or any agents, contractors and 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 Jabez Solutions.

“Works Started/Completed” shall mean any work started by Jabez Solutions as requested by the Client.

2. Payments

- a. The client agrees to make progress payments if requested. Failure to do so will cancel all further works until such time, progress payments are paid. The client agrees to pay the full invoice amount on the completion of works.
- b. Accepted forms of payment are Cash, Bank Transfer and Credit Card Payment. If required, the Client gives permission to Jabez Solutions to carry out transactions using provided credit card details for the value of the invoice amount or as per payment arrangement i.e. deposit or progress payments.
- c. A credit card transaction fee of 2% applies to all credit card payments.
- d. A dispatch fee of \$99 (Inc GST) is payable by the Client if a plumber attends the site of the job, including for quoting purposes. If work is undertaken by Jabez Solutions the dispatch fee may be waived.
- e. Any payments which fall overdue shall incur a late fee of 10% of the cost of the invoice, per week; this is required to be paid in full with the outstanding invoice cost.
- f. No responsibility is accepted by Jabez Solutions nor does the quoted work include any costs or liability in relation to the replacement, repair, or suitability of existing Plumbing Fittings, Flue, Piping, Floor Covering, Wiring, Roofing or any other household effect.
- g. The costing given and the work is carried out on the basis that the Client covenants and warrants to us that the existing Roofing, Plumbing, and Wiring is in good order and condition, and in a good state of repair. In the event that the existing Roofing, Wiring, and Plumbing is not in good order and condition, or in a good state of repair, or not in accordance with the current requirement of Gas, Electric, or Water Authorities the Client acknowledges that Jabez Solutions are under no responsibility to repair or replace same.
- h. The Client recognises that the work under taken at this property only involves Jabez Solutions in the sale or installation of a water heater and/or other repair or maintenance that the owner has requested. Consequently Jabez Solutions are not in any way liable for damage to the Water Heater or to the property caused by defective, insufficient, or out of repair roofing, plumbing, and wiring. Any roof reinforcing required will be at an addition cost.
- i. If any changes occur due to local council by-laws or Client request for installation design change, there will be further charges in addition to the quoted price.
- j. Jabez Solutions fees and charges are subject to change without notification to the client, excepting if a written quote has been provided to the client and work has been started/completed. If price change occurs after a written quote has been provided but prior to work starting, the Client will be provided with an updated quote and has a period of 24 hours to decide if they will go ahead with the work.
- k. The Client accepts that all invoices shall be provided in categories of labour, parts and GST only. Itemised accounts will not be issued.

3. Goods

- a. All goods shall remain the property of Jabez Solutions until such time payment is received in full.

4. Cancellation

- a. Jabez Solutions may cancel these terms and conditions or cancel delivery of goods and services at any time giving at least 24 hours written advice to the client. Jabez Solutions shall not be liable for any loss or damage arising from such cancellation. If a payment or deposit has been taken by Jabez Solutions prior to the cancellation, the payment/deposit will be returned to the Client.
- b. The Client must provide Jabez Solutions with at least 3 business days' notice in writing of any cancellation of works. Failure to do so will incur 30% payment of the original quoted / invoice amount payable by the client.
- c. Placing a deposit with Jabez Solutions secures and confirms your job. Where a deposit has been paid to Jabez Solutions deposits are non-refundable, excepting where the job has been cancelled by Jabez Solutions or was cancelled by the Client more than 3 days prior to work commencing.
- d. If a Client has requested a specific product which is purchased at the expense of Jabez Solutions and the Client subsequently cancels the work prior to the fitting of the product, the Client will incur a penalty charge of 30% of the cost of the item.

5. Warranty

- a. Warranty on Installation shall be valid for 12 months (unless otherwise stated) from invoice date. Warranty shall only be valid on exact location and works as carried out by Jabez Solutions. Client must provide original invoice for proof of works.
- b. Warranty on Service work shall be valid for 12 months for Spare Parts and 90 days on Labour (unless otherwise stated) from invoice date. Warranty shall only be valid on exact location and works as carried out by Jabez Solutions. Client must provide original invoice for proof of works.
- c. The Client shall inspect the goods and works on completion and must report any defects to parts or installation works within 48 hours in writing to Jabez Solutions of any alleged defects, shortage in quantity, or damage. The client shall afford Jabez Solutions an opportunity to inspect the alleged damage / defect within 7 working days from date of written notification and give Jabez Solutions the opportunity to make good to Australian and reasonable standards within 14 working days.
- d. No warranty shall be provided on blocked sewer, drainage or storm water as set out at clause 10(a)

6. Intellectual Property

- a. Where Jabez Solutions have designed or drawn Goods for the Client, then the copyright in those designs and drawings shall remain vested in Jabez Solutions, and shall only be used by the Client at Jabez Solutions discretion and with written consent to do so.

7. Clients Disclaimer

- a. The client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him/her by any servant or agent of Jabez Solutions and the Client acknowledges that he/she buys the services of Jabez Solutions relying solely upon his/her own skill and judgment, and that Jabez Solutions shall not be bound by

nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.

8. Underground Services

- a. The Client will indemnify Jabez Solutions and keep Jabez Solutions indemnified against any liability, loss, claim or proceedings of any kind (whether arising under statute or common law) arising from services, which are buried or unseen, being disturbed or damaged. Jabez Solutions will not be liable for any repair work and any repair work required will be paid at the Clients expense. Such liability, loss, claims or proceedings includes but is not limited to a) Damage to the property, real or personal; b) Death or personal injury; and c) Consequential or economic loss of any kind.

9. Rock and Filled Ground

- a. Unless specifically included in written quotes and/or estimates, rock excavation, dewatering or supportive work, such as pier and beams for filled or made up ground, will be charged out as a variation to the original price. Quotation is based on excavation of clean soils only, unless otherwise specifically stated in writing.
- b. Existing soils shall be returned to excavated areas where possible and ground shall left filled. Landscaping and concrete works are not included in quotation unless specified in writing. All concrete, paving and landscape works including shrub / plant and lawn replacement will be charges as a variation to the quote.

10. Drains and Sewer

- a. The Client understands that the presence of plant/tree root growth and/or blockages generally indicates damaged pipes. Additionally the Client agrees that blocked drains, sewer pipes and storm water lines cannot be permanently fixed by simply removing "plant/tree root growth" or cleaning the drain. Therefore, no warranty is provided in relation to future blockages regardless of timeframe reoccurring whether in the same location or other drainage / sewer lines within the same property.
- b. The Client acknowledges that Close Circuit Television (CCTV) is a specialist piece of equipment which may or may not be used at Jabez Solutions sole discretion in an attempt to identify the source of the blocked drain. Should CCTV equipment be used the Client acknowledges that additional charges will imposed.
- c. Should any Plumber's equipment become lodged or damaged in the Clients drain it will be removed and / or repaired at the Clients expense (includes materials, parts and labour) or monetary compensation to the total replacement of same or higher quality value will become payable to Jabez Solutions immediately.

11. Dispute Resolution

- a. 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.
- b. 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.
- c. Any arbitration shall be:
Referred to NSW Civil and Administrative Tribunal (NCAT)

12. Compliance with Laws

- a. The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.
- b. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works (councils or other governing agents).
- c. The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

13. General

- a. The client agrees to Jabez Solutions using their personal information for marketing purposes and gives Jabez Solutions permission to send out future advertising material
- b. Neither party shall be liable for any default due to any act of Nature, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- c. Jabez Solutions does not accept any responsibility for damage to property during works being carrying out.
- d. Jabez Solutions shall not be held liable for any such delays for work not being completed due to weather conditions, shortage of labour hire, machinery or materials outside the direct control of Jabez Solutions.
- e. In the event of any breach of this contract by Jabez Solutions the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Jabez Solutions exceed the Price of the Goods.
- f. Jabez Solutions reserves the right to review and make changes to these terms and conditions at any time.