

Definitions

- 1.1 “WA Roofing Services Pty Ltd” means WA Roofing Services Pty Ltd
- 1.2 “Client” means the person named in the Quote.
- 1.3 “GST” means goods and services tax.
- 1.4 “Materials”, “Works” or both means all works and/or materials agreed to be supplied by WA Roofing Services as set out in the Quote to the client.
- 1.5 “Price” means the price payable for the Works and/or Materials and Labour.
- 1.6 “Quote” means WA Roofing Services Quote, quote, order or other similar document which sets out details of the Works and/or Materials and provided with or attached to these terms and conditions.

Acceptance

- 2.1 Accepting our quote is an acceptance of WA Roofing Services Pty Ltd Terms and Conditions which is located for your review on our WA Roofing Services website www.warooftservices.com.au. You are bound by these terms and condition until you provide in writing that you longer require our services as active client or require us to complete the job as quoted.
- 2.2 In reference to material selection all materials will require your approval at the PO submission stage The Client is responsible for approving the materials that are to be supplied by WA Roofing Services in writing.
- 2.3 In relation to the use of third-party contractors such as builders, we may at our discretion hire or engage third party building contractors to obtain the relevant building and planning permits on our behalf to comply with local council building requirements and to complete the scope of works for the quote. Acceptance of our quote is the acceptance of the use of third-party contractors by WA Roof Services Pty Ltd. If the client does not agree with WA Roof Services Pty Ltd choice of third party contractor they may request in writing to WA Roof Services Pty Ltd to change the vendor or to cancel the order completely within 7 days of being notified of selected third party vendor for the order. WA Roof Services Pty Ltd can agree or disagree to the request and if accepted will issue an invoice to the client for all costs incurred not limited to labour, materials and permits prior to the date of cancellation.
- 2.4 Any order by the Customer is subject to WA Roof Services Pty Ltd acceptance and WA Roof Services Pty Ltd may decline an order. WA Roof Services Pty Ltd reserves the right to supply an order in full or only in part. All orders made by the Customer must be made in a manner approved by WA Roof Services Pty Ltd and are able to be cancelled only with the agreement of WA Roof Services Pty Ltd. If WA Roof Services Pty Ltd agrees to the cancellation of an order, WA Roof Services Pty Ltd will issue an invoice to the Customer for all costs of any work completed prior to the cancellation.
- 2.5 Council Fees Standard council application fees will be covered by WA Roof Services Pty Ltd. Extra costs will be charged to the client if councils request additional documentation, levies or bonds, including but not limited to Verge Deposit Bonds (refundable via council) or Bush Fire Reports.

2.6. WA Roof Services Pty Ltd may not do additional work other than the approved quotation unless instructed by management and only then in accordance with an additional written and duly accepted quotation amendment or variation to the original quote.

2.6. This is a fixed quotation and is not negotiable after commencement of any works.

The quotation excludes any latent conditions or events and also excludes anything not stated in the quotation.

Cancellations and Variations

3.1 The Client cannot cancel or vary Works and/or Materials once WA Roofing Services Pty Ltd has accepted the clients PO. Any order by the Customer is subject to WA Roofing Services Pty Ltd acceptance and WA Roofing Services Pty Ltd may decline an order. WA Roofing Services Pty Ltd reserves the right to supply an order in full or only in part. All orders made by the Customer must be made in a manner approved by WA Roofing Services Pty Ltd and are able to be cancelled only with the agreement and approval of WA Roofing Services Pty Ltd. If WA Roofing Services Pty Ltd agrees to the cancellation of an order, WA Roofing Services Pty Ltd will issue an invoice to the Customer for all costs of any work completed prior to the cancellation.

3.2 Any variation or changes will need to be in writing and approved by WA Roofing Services Pty Ltd to proceed. You the client will be required to raise a new Purchase order for the variations (Labour, supply, and scope of work).

3.3 WA Roofing Services Pty Ltd reserves the right to charge for any loss or damage (whether direct or indirect) suffered or incurred by as a result of or in connection with the cancellation/variation including but not limited to the loss of profits.

3.4 These terms and conditions will prevail to the extent of any inconsistency with any other document or agreement between the Client and WA Roofing Services in relation to the Works.

Price and Payment

4.1 Prices in the Quote are based on rates and costs as at the date of the Quote and for a period of fifteen days (15) days after.

4.2 WA Roofing Services reserves the right to increase the Price and the Client must pay the increases to the Price as notified by WA Roofing Services in the following instance:

- (a) if a variation to the Materials is requested or required by the Client
- (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested by the Client
- (c) where additional works or alterations are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to termite damage, rotten timber, mould, asbestos, re-framing of the roof members, structural works being required, hidden pipes and the like) that are only discovered after commencement of the Works or non-standard

construction or the existence of any sub-standard timber or other materials.

(d) in the event of increases to the cost of Labour, materials and/or overheads which are beyond WA Roofing Services control (including, but not limited to, inclement or extreme weather conditions or project delays relating to the acts or omissions of the Client's employees, agents or contractors)

(e) where WA Roofing Services is requested by the Client to perform any of the Works outside WA Roofing Services normal working hours or at times when WA Roofing Services must pay Labour rates in excess of ordinary time rates or WA Roofing Services prescribed rate of remuneration the Client agrees to pay the additional cost of labour which may be in excess of the labour costs quoted in the original quote.

4.3 At WA Roofing Services requires a non-refundable deposit of fifty percent (50%) for all order/invoices and quotes over \$1,000, which must be paid prior to the commencement of any Works on site. The remaining balance of invoice must be paid within 3 working days or the balance owing may incur interest charges which is at the discretion of WA Roofing Services.

4.4 In the event that retentions are made, WA Roofing Services will identify how to treat all retentions as placing the Client's account into default.

4.5 Time for payment for the Works is of the essence and must be strictly made in accordance with the due dates given in the Quote.

4.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking or by any other method as agreed in writing between the Client and WA Roofing Services.

4.7 Unless otherwise stated, the Price does not include GST. In addition to the Price the Client must pay to WA Roofing Services an amount equal to any GST payable by WA Roofing Services in relation to the supply of the Works and/or Materials. The Client must pay GST, without deduction or set off from any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Reliance on information

5.1 The Client acknowledges that WA Roofing Services relies on information and documents provided by the Client and the Client's employees, contractors, agents and advisers being accurate and complete as the basis for its preparation of the Quote and the making of any recommendations for the Materials or the Works.

5.2 The Client must not rely on any statements or representations made by WA Roofing Services officers, employees, agents or contractors in relation to the Materials or the Works unless it has been provided to the Client in the form of a written report or quote.

Delivery

6.1 Upon acceptance of the Quote and signing off on our terms and conditions the Client agrees to submit to WA Roofing Services a proposed work schedule for the execution of the Works. If WA Roofing Services agrees to the work schedule, it will form part of the contract and will not be varied except in accordance with clause.

6.2 It is the Client's responsibility to make the site available and ready for commencement of the Works and give access to WA Roofing Services on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule as agreed between WA Roofing Services and the Client in the Quote, the Client may pay any additional costs to cover additional time.

6.3 In the event of bad weather resulting in delays to works being undertaken the schedule and deadlines must be updated to include lost days.

6.4 In the event that materials are unable to be supplied in a timely manner, WA Roofing Services Pty Ltd will endeavour to find suitable alternatives as quickly as possible.

6.5 The Works commencement date will be delayed and/or the completion date extended by whatever time is reasonable in the event that WA Roofing Services gives the Client written notice that completion is likely to be delayed by reason of an event beyond WA Roofing Services control, including but not limited to:

(a) any failure by the Client to:

(b) adhere to the agreed work schedule. In which case:

the Client is not entitled to delay making payment of any claim for payment made by WA Roofing Services for any Materials provided, or Works performed, up to the date of the claim by WA Roofing Services, and

WA Roofing Services may charge the Client and the Client must pay any additional costs in material, Labour and overheads incurred by WA Roofing Services as a result of the delay together with a reasonable allowance for profit margins

(c) make a selection of the Materials within the time frame requested by WA Roofing Services

(e) have the site ready for the Works, or

(f) notify WA Roofing Services that the site is ready,

(g) any event or circumstance outlined in clause.

6.6 The Client must take delivery, by receipt or collection, of the Materials whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Materials, then WA Roofing Services may charge a reasonable fee for re-delivery and/or storage calculated at the rate of one and a half (1.5%) per month of the value of the Materials, which



the parties agree is a reasonable estimate of the cost to WA Roofing Services .
(b) the Client must pay for the instalment as invoiced by WA Roofing Services as per the due date on invoice.

6.7 Time for completion of the Works is not of the essence. Any time or date given by WA Roofing Services to the Client is an estimate only. WA Roofing Services will not be liable for any loss or damage whatsoever due to failure by WA Roofing Services to deliver the Works (or any part of them) promptly or at all, where failure arises out of or in connection with circumstances beyond the reasonable control of WA Roofing Services or due to the act or omission of the Client.

6.7 WA Roof Services reserved the right to use third party contractors in order to execute jobs where required – at times WA Roofing Services will engage third party contractor such as registered builders to execute the scope of works. Time for completion of the Works is not of the essence. Any time or date given by WA Roofing Services to the Client is an estimate only. WA Roofing Services will not be liable for any loss or damage whatsoever due to failure by WA Roofing Services to deliver the Works (or any part of them) promptly or at all, where failure arises out of or in connection with circumstances beyond the reasonable control of WA Roofing Services or due to the act or omission of the Client.

Surplus Materials

Unless otherwise agreed in writing by the parties the Client acknowledges that Materials that WA Roofing Services brings to the site which are surplus to the Works remain the property of WA Roofing Services which will be removed by WA Roofing Services at the completion of the job. The Client is otherwise responsible for the removal of all debris on the site including demolished roof materials.

Risk

8.1 Where WA Roofing Services is supplying only Materials, all risk in the Materials will pass to the Client immediately on delivery. Delivery of the Materials is deemed to have taken place at the time of physical delivery to the work site and per quote.

(b) WA Roofing Services or WA Roofing Services nominated carrier delivering the Materials to the Client's nominated delivery address (whether or not the Client is present at the address) including when the Client requests to leave the Materials outside of WA Roofing Services' premises in which case delivery is deemed to have taken place by leaving it outside clients or worksite premises.

8.2 WA Roofing Services may provide notification to the Client of the intention to store Materials and/or equipment and tools onsite, to which the Client will be responsible for allocating a suitable area for storage and taking all reasonable precautions to ensure the Materials and/or equipment and tools are safe and secure. In the event that any Materials and/or equipment and tools are lost, damaged, or destroyed, then replacement of the Materials and/or equipment and tools will be at the Client's cost and expense.

8.3 WA Roofing Services will have public liability insurance for \$20m in place in relation to the Works. It is the Client's responsibility to ensure that it is similarly insured in relation to the site at which the Works are carried out.

Title

9.1 WA Roofing Services and the Client agree that ownership of the Materials will not pass until:

- (a) the Client has paid WA Roofing Services all amounts owing to WA Roofing Services, and
- (b) the Client has met all of its other obligations to WA Roofing Services.

9.2 The Client further agrees:

- (a) until ownership of the Materials passes to the Client in accordance with clause that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to WA Roofing Services on request
- (b) the Client holds the benefit of the Client's insurance of the Materials on trust for WA Roofing Services and must pay to WA Roofing Services the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed
- (c) the production of these terms and conditions by WA Roofing Services will be sufficient evidence of WA Roofing Services' right to receive the insurance proceeds direct from the insurer without the need for any person dealing with WA Roofing Services to make further enquiries
- (f) unless the Materials have become fixtures the Client irrevocably authorises WA Roofing Services to enter any premises where WA Roofing Services believes the Materials are kept and recover possession of the Materials
- (g) WA Roofing Services may recover possession of any Materials in transit whether or not delivery has occurred
- (h) the Client will not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of WA Roofing Services, and
- (I) WA Roofing Services may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.

Personal Property Securities Act 2009 (Cth) (PPSA)

10.1 In this clause financing statement, financing change statement, security agreement and security interest has the meaning given to it by the PPSA.

10.2 The Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials that have previously been supplied and that will be supplied in the future by WA Roofing Services to the Client.

10.3 The Client undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which WA Roofing Services may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security

interest on the Personal Property Securities Register

(ii) register any other document required to be registered by the PPSA, or

(iii) correct a defect in a statement referred to in clause or

(b) indemnify, and upon demand reimburse, WA Roofing Services for all costs and expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby

(c) not register a financing change statement in respect of a security interest without the prior written consent of WA Roofing Services

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials in favour of a third party without the prior written consent of WA Roofing Services, and

(e) where applicable, immediately advise WA Roofing Services of any material change in its business practices of selling the Materials which may result in a change in the nature of proceeds derived from such sales.

10.4 WA Roofing Services is not obliged to give the Client any notice, document or information under the PPSA unless the provision of the notice, document or information is required by the PPSA and cannot be excluded. The Client consents to waive any right it may have to receive such notice, copy of document or information.

10.5 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

Warranty

11.1 Subject to clauses to, WA Roofing Services warrants that the Works will be completed in accordance with the specifications of the manufacturer of the Materials, applicable Australian building standards and the plans and specifications in those plans or in the absence of plans, the requirements of the builder.

11.2 Subject to clause, WA Roofing Services warrants only the workmanship component of the Works for a period of six (6) years from the date of completion of the Works as evidenced in writing by the warranty certificate provided by WA Roofing Services, if requested by the Client.

11.3 The Client may not make a claim against WA Roofing Services if:

(a) the Client owes any money to WA Roofing Services in respect of the Works and/or Materials at the date of the claim

(b) the Client (whether by itself or through a third party) has modified, altered, removed or added to any part of the Works and/or Materials – i.e. the warranty is void

(c) WA Roofing Services does not receive notice in writing from the Client within five (5) days of the Client becoming aware or ought reasonably be aware of the possibility of there being a warranty claim

(d) the Client has not allowed WA Roofing Services a reasonable opportunity to inspect and assess the alleged condition, defect or damage

(e) the claim arises out of or is connected with fair or normal wear and tear

(f) the claim arises out of or is connected with incorrect, inaccurate or negligent information,

advice or building works provided by the Client or its agents, contractors or advisers including but not limited to defective plans, poor or negligent design, sub-standard building works supporting the roof structure or support

(g) the claim arises out of or is connected with any act or omission of WA Roofing Services' employees or contractors where the act or omission has been carried out pursuant to instructions given by the employees, agents or contractors of the Client

(h) the claim arises out of or is connected with water leaks or damage to roofs with lower than four (4) degree pitch

(i) the claim arises out of or is connected with water leaks or damage to roofs for reasons other than poor workmanship

(j) the Client has not maintained the Works and/or Materials in accordance with any maintenance guidelines or manual provided (if requested by the Client) (k) the claim arises out of or is connected with extreme weather conditions such as flood, fire, cyclone, heavy storm or lightning or consequential causes or associated conditions such as broken tree branches or trees or flying objects or debris.

11.4 To the extent permitted by law, WA Roofing Services does not provide any warranty with respect to the Materials. Any warranty card or certificate given by WA Roofing Services in respect of the Materials is given on behalf of the manufacturer of the Materials. All warranty claims in respect of the Materials must be submitted directly to the manufacturer except where WA Roofing Services has agreed in writing to process any such warranty claims on behalf of the manufacturer.

Liability

12.1 The Client must inspect all Materials on delivery or the Works on completion of the Works and must within seven (7) days of delivery or completion (as applicable) notify WA Roofing Services in writing of any defect or damage, shortage in quantity or failure to comply with the description or Quote. Upon such notification the Client must allow WA Roofing Services to inspect the alleged defect or damage.

12.2 The Client acknowledges that Materials supplied may exhibit variations in shade, colour, surface and finish, and may fade or change colour over time. WA Roofing Services will make every effort to match batches of product supplied, or sale samples and the final product supplied, in order to minimise such variations but will not be liable for any loss, damages or costs howsoever arising where such variations occur. The Client also acknowledges that Materials will weather and deteriorate as part of a natural process of wear and tear. The process of wear and tear occur at different rates depending on the environment of each building. WA Roofing Services is not liable whatsoever for wear and tear that is considered normal having regard to the environment.

Returns

13.1 The Client is responsible for the selection of the Materials. Except as stated in clause, under no circumstances will WA Roofing Services accept the return or replacement of the Materials selected by the Client or be liable for the selection made by the Client.

13.2 Returns of defective Materials will only be accepted if:

- (a) the Client has complied with the provisions of clause
- (b) WA Roofing Services has agreed that the Materials are defective
- (c) the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant), and
- (d) the Materials are returned in as close a condition to that in which they were delivered as is possible and in saleable condition.

13.3 WA Roofing Services may in its absolute discretion accept non-defective Materials for return, in which case WA Roofing Services may require the Client to pay handling fee of up to thirty percent (30%) of the value of the returned Materials plus any freight costs, which the parties agree is a reasonable and genuine pre-estimate of the loss likely to be suffered or incurred by WA Roofing Services in relation to the return of the Materials.

13.4 Materials made to special order, Client specification or non-catalogue items are under no circumstances acceptable for credit or return.

Intellectual Property

14.1 Where WA Roofing Services has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products will remain vested in WA Roofing Services and will only be used by the Client at WA Roofing Services' s discretion.

14.2 The Client warrants that all designs, specifications or instructions given to WA Roofing Services will not cause WA Roofing Services to infringe any patent, registered design, trademark or intellectual property rights of a third party in the execution of the Client's order and the Client agrees to indemnify WA Roofing Services against any action taken against WA Roofing Services in respect of any such infringement.

14.3 The Client agrees that WA Roofing Services may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which WA Roofing Services has created for the Client.

Default and Consequences of Default

15.1 Interest on overdue invoices will accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at WA Roofing Services' s sole discretion such interest will compound monthly at such a rate) after as well as before any judgment.

15.2 If the Client owes WA Roofing Services any money the Client will indemnify WA Roofing Services from and against all costs and disbursements incurred by WA Roofing Services in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, WA Roofing Services' s contract default fees, and bank dishonour fees).

15.3 Without prejudice to any other remedies WA Roofing Services may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions WA Roofing Services may suspend or terminate the supply of Works and/or Materials to the Client. WA Roofing Services will not be liable to the Client for any loss or damage the Client suffers because WA Roofing Services has exercised its rights under this clause.

15.4 Without prejudice to WA Roofing Services other remedies at law WA Roofing Services will be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to WA Roofing Services will, whether or not due for payment, become immediately payable if:

- (a) any money payable to WA Roofing Services becomes overdue, or in WA Roofing Services' opinion the Client will be unable to make a payment when it falls due
- (b) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Privacy

16.1 The Client agrees for WA Roofing Services to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by WA Roofing Services.

16.2 The Client agrees that WA Roofing Services may exchange information about the Client with other credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess the creditworthiness of the Client
- (b) to notify other credit providers of a default by the Client, and/or
- (c) to exchange information with other credit providers as to the status of the Client's credit account, where the Client is in default with other credit providers.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth) (the Privacy Act).

16.3 The Client agrees that personal credit information provided may be used and retained by WA Roofing Services for the following purposes (and for other purposes as agreed between the Client and WA Roofing Services or required by law from time to time):

- (a) the provision of Works and/or Materials
- (b) the marketing of Works and/or Materials by WA Roofing Services, its agents or distributors
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works and/or Materials
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client, and/or

(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Works and/or Materials.

16.4 WA Roofing Services may give information about the Client to a credit reporting agency for the purpose of obtaining a consumer credit report about the Client.

Compliance with Laws

17.1 Both the Client and WA Roofing Services agree that they will at all times ensure that they comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including occupational health and safety laws relating to building/construction sites, and any other relevant safety standards or legislation. Should either party fail to comply with this clause causes the other party to incur costs, then such costs will be the responsibility of the party in breach.

17.2 The Client is responsible for and must obtain (at the cost and expense of the Client) all licenses and approvals that may be required for the Works.

17.3 At WA Roofing Services's sole discretion, if there are any disputes or claims for unpaid Works and/or then the provisions of *The Building and Construction Industry (Security of Payment) Bill 2021* (WA17.4 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Act, except to the extent permitted by the Act where applicable.

General

18.1 The failure by WA Roofing Services to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect WA Roofing Services's right to subsequently enforce that provision. If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

18.2 The rule of interpretation which sometimes requires that an agreement be interpreted to the disadvantage of the party which put the agreement forward, does not apply.

18.3 The Client will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by WA Roofing Services nor to withhold payment of any invoice because part of that invoice is in dispute.

18.4 WA Roofing Services may license or sub-contract all or any part of its rights and obligations without the Client's consent.

18.5 The Client agrees that WA Roofing Services may amend these terms and conditions at any time. If WA Roofing Services makes a change to these terms and conditions, then that change will take effect from the date on which WA Roofing Services notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for WA Roofing Services to provide any Works and/or Materials to the Client.



Terms & Conditions

18.6 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent, and that this agreement creates binding and valid legal obligations on it.

18.8 These terms and conditions and any contract to which they apply will be governed by the laws of Western Australia.