



HWS
Specialised Services

TERMS AND CONDITIONS

These terms and conditions apply to all quotes and works done by HWS Specialised Services. Including, garden work, Landscaping, reticulation repairs and installs, carpentry work and maintenance works.

1. Quotes

- 1.1 Due to rising costs we now charge \$25 for a standard quote. If work is approved, the \$25 will be deducted from Total.
- 1.2 Landscaping quotes will have a fee of \$150, if work over \$1000 is taken up the fee will be deducted from the balance of the work.
- 1.3 For roofing quotes, we do require a small fee for determining issues.
- 1.4 Quote for gardening work are valid for a period of one week from the date of quote.
- 1.5 All other quotes are valid for a period of 30 days, due to the changing prices in materials
- 1.6 Quotes over \$300 require a 50% deposit before any work can commence.
- 1.7 On acceptance of quote we will also require the customer to return a signed copy of the quote.

2. Payments and Pricing

- 2.1 All Goods remain the property of HWS Specialised Services until payment is made in full. Failure to make payment within the specified time frame, may result in re-collection of goods.
- 2.2 Details in quote cover what is discussed only. Any further damages discovered will add extra costs. All extra work will be quoted first.
- 2.3 Once work is completed, payment is due on the day. Unless payment arrangements have been made prior to the commencement of work. Maximum payment terms are seven days
- 2.4 Payment may be made via, direct deposit, eftpos, credit card or Zip money.
- 2.5 Failure to make payments may result in the debt being sent to a debt recovery agency. All fees will be payable by the customer.
- 2.6 Work will be completed in a timely manner barring any unforeseeable circumstances.
- 2.7 HWS will send an electronic copy of invoices and any other information to the customer. If any further copies are requested there may be an administrative fee.
- 2.8 HWS reserves the right to modify, update or run promotions on any service at any time. The supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the customer. Under no circumstances shall HWS refund the difference should the price of that service decrease.
- 2.9 All work for customers vacating properties, including gardening and cleaning, require balance to be paid in full before work is undertaken.
- 2.10 All work valuing \$2000 or more, balance is required when job is at 50% completion.

3. Customer Obligations

To enable HWS to perform its obligations to the customer shall:

- 3.1 Co-operate with the HWS staff
- 3.2 Provide HWS with any information reasonably requested by HWS
- 3.3 Keep HWS notified of their correct name, postal address and any phone, fax or email information.

4. HWS's Obligations

- 4.1 The supplier shall perform the services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 4.2 The supplier accepts all responsibility for the condition of tools and equipment used in the performance of services and shall ensure that any materials supplied shall be free of defects and the point of dispatch.

5. Limitation of Liability

- 5.1 Nothing in these terms and conditions shall exclude or limit the liability of the supplier for death or personal injury. However, the supplier shall not be liable for any direct loss or damage suffered by the customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the services.
- 5.2 The supplier shall not be liable under any circumstances to the customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the customer howsoever caused, as a result of any negligence, breach of contract or misrepresentation or otherwise.

6. Force Majeure

Neither party shall be liable for any delays or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, Strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.