

Workmanship Guarantee

Access Window and Door repair Terms and Conditions of Trade

ABN: 35479366833

1. By engaging Access Window and Door Repair ("the Installer") to perform services ("Services") and/or supply materials ("Goods"), You ("the Customer") agree to be bound by these terms and conditions.

1.1 By agreeing to (in writing/in person or other) to accept quotations/services by the Installer; the Customer agrees to have read and understood these terms and conditions.

2. General Agreements

2.1 Unless otherwise agreed in writing by the Installer, the Customer must pay the Installers invoices for Services and Goods and other charges at the time of the Installer rendering an invoice to the Customer. The Customer must pay the Installer invoices in full and without deduction, notwithstanding any entitlement that it may have to a credit or offset however arising.

2.2 In the event of the Customer being unsatisfied with the Installer's works, the Customer agrees to allow the Installer an opportunity to rectify the said works. Where the Customer refuses or otherwise prevents the Installer from rectifying the works, to the full extent permitted by law, the liability of the Installer to the Customer for the works shall be extinguished and the Customer will be liable to the Installer for payment in full of the Installer's invoices.

2.3 The Customer expressly acknowledges and agrees that it has not relied upon, and the Installer is not liable for any advice given by the Installer, its servants, agents, representatives or employees in relation to the suitability for any purposes of the works.

2.4 To the full extent permitted by law, all conditions, warranties and representations express or implied by statute, common law or otherwise in relation to the works are hereby excluded, and to the full extent permitted by law, the Installer will be under no liability to the Customer for any damages (including but not limited to incidental, special, consequential or general damages) in connection with or arising out of the supply or use of the works howsoever arising, even if due to the Installer 's negligence, or the negligence of the Installer servants, agents, sub-contractors or suppliers.

2.5 These terms and conditions do not affect the rights, entitlements and remedies compulsorily conferred on the Customer under the Trade Practices Act 1974 and other statutes, rules or regulations for the time being in force, and nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

2.6 In the event that liability cannot be excluded, to the fullest extent permitted by law, the Installer's liability to the Customer shall be restricted at the Installer's option to a refund of the invoiced amounts paid by the Customer to the Installer, or replacement of the works.

2.7 The Customer agrees that it must within seven days of the date of delivery or completion of the works, give written notice to the Installer with particulars of any claim that the works are defective or not in accordance with the agreement between the Installer and the Customer. In the event that the Customer fails to give such notice within the said period, then to the full extent permitted by law, the works are deemed to have been accepted by the Customer and all claims by the Customer against the Installer for the works are extinguished and the Customer must pay the Installer for the works.

2.8 If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

2.9 The Customer agrees to pay the Installer's costs of recovering or attempting to recover from the Customer all outstanding charges, including any mercantile agent's costs and legal costs on a full indemnity basis.

3.0 The Installer does not take any responsibility for 2nd hand or Customer supplied materials and/or hardware used during the Installer works. Any faults that may or may not occur before, during or after the Installer has completed works will not be warranted by its servants, agents, representatives or employees in relation to the suitability for any purposes of the works.

3. Retention of Title

3.1 The Installer will retain title to (but not risk in) Goods delivered to the Customer or installed on behalf of the Customer until the Installer has received payment in full for them and all other sums owing to it by the Customer.

3.2 The Installer's right to retain title does not affect its rights as an unpaid Installer.

3.3 If the Customer, fails to make any payment to the Installer when due the Installer is entitled, and the Customer grants the Installer a license, to enter the Customer's premises and land where the Goods are situated with or without notice and to re-take possession of and remove, at the Customer's cost and expenses, the Goods in respect of which title has not passed to the Customer. The Installer shall be entitled to use the Customer's name and to act on the Customer's behalf in exercising these rights and the Installer is not liable for any costs, losses, damages or other expenses suffered by the Customer or any third party in respect of the Installer s retaking possession and removing the Goods. The Customer acknowledges that the Installer is entitled to remove the Goods even if such removal would result in damage to a structure and the Customer acknowledges that the Installer will not be liable to the Customer for such damage, howsoever arising.