

# Terms and Conditions (Trade)

## 1. Applicability & Interpretation

1. These terms and conditions apply to any and all agreements for the provisions of Goods and Services by the Seller and supersede any contrary terms and conditions of the Customer.
2. The Seller may amend these Terms and Conditions, its policies or any notices from time to time at its discretion. The Customer will be bound by any amended, revised and or updated Terms and Conditions notified to the Customer from time to time.
3. In these Terms and Conditions and any Contract to which these Terms and Conditions apply, unless the context otherwise requires:
  - a. words importing the singular include the plural and vice versa;
  - b. a reference to:
    - i. a person includes a corporation, a government entity and bodies politic;
    - ii. a statute, ordinance, code or other law includes regulations under it and any consolidations, amendments, re-enactments or replacements;
  - c. where more than one Customer has entered into this Contract, each Customer shall be jointly and severally liable for all payments of the Price.

## 2. Definitions

1. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Commonwealth) and any other consumer protection legislation in force in Australia;  
"Contract" means this contract for the sale of Goods or Services by the Seller to the Customer and includes any plans and drawings prepared for the proposed Services.
2. "Customer" shall mean the person who places an Order for the Goods or Services from the Seller and includes any person acting on behalf of and with the authority of the Customer.
3. "Goods" shall mean goods and products supplied by the Seller to the Customer and where the context so permits shall include the supply of any Services from the Seller to the Customer.
4. "GST" has the meaning given to it in the "GST Act" being a New Tax System (Goods and Services Tax) Act 1999 (Cth);
5. "Liability" means all liability whatsoever and howsoever arising including but not limited to any liability for damages and loss, liquidated damages, loss of profit, loss of revenue, loss of use, economic or indirect and consequential loss.
6. "Order" means any order for the purchase of Goods or the supply of Services placed by the Customer with the Seller.
7. "PPSA" means the Personal Properties Security Act 2009 (Cth).
8. "Price" shall mean the cost of the Goods as agreed between the Seller and the Customer subject to any adjustment or variation in accordance with the terms of this Contract.

9. "Quote" means the estimated Price given by the Seller to the Customer to supply the Goods or perform the Services.
10. "Seller" shall mean Service Today Pty Ltd trading as 'Service Today' and its successors and assigns.
11. "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations and where the context so permits shall include any supply of Goods.

### **3. Acceptance**

1. The acceptance of the Quote and placement of an Order by the Customer constitutes unqualified and irrevocable, acceptance by the Purchaser to be bound by these Terms and Conditions which may only be varied and or rescinded strictly in accordance with these Terms and Conditions.
2. No contractual obligation shall arise until the Seller has accepted an Order from the Customer.

#### Goods and Services in Excess of \$20,000.00

3. If the Price for the Goods and Services exceeds the sum of \$20,000.00 the Customer may rescind the Contract within five (5) business days of the date of placement of the Order (the Cooling Off Period). If the Customer within the Cooling Off Period exercises its right to rescind the Contract, the Customer acknowledges and agrees that the Seller shall be entitled to be paid from the deposit the following:
  - a. the cost of any Goods and Services already completed by the Seller including any materials and items purchased by the Seller forming part of the Goods and Services to be provided; and
  - b. the cost of any administration time, disbursements, permits and planning expenses incurred by the Seller prior to the date of rescission.
4. If the amount due and owing by the Customer to the Seller in accordance with this clause 3:
  - a. exceeds the amount of the deposit the Customer must pay the balance due to the Seller within seven (7) days of receiving written notice of the amount due to the Seller;
  - b. is less than the deposit the Seller must refund to the Customer the surplus balance within seven (7) days of the Seller calculating the amount due and owing to it.

### **4. Goods and Services**

1. The Goods and Services are described in the Quote and Order as provided by the Seller to the Customer.
2. The Goods and Services supplied by the Seller shall, to the extent that it is the Seller's obligation to do so, comply with:
  - a. the Building Code of Australia, to the extent required under the Environmental Planning and Assessment Act 1979;
  - b. all other relevant codes, standards and specifications that the work is required to comply with under any law;

- c. the conditions of any relevant development consent or complying development certificate.
3. The Seller will not be liable to the Customer for any liability, loss or damage for a failure to comply with the terms of clause 4.2 where:
  - a. the design or specification is prepared by or on behalf of the Customer including its consultants and expert advisors (but not the Seller); or
  - b. the design or specification is requested by the Customer and the Seller has advised the Customer in writing that the design or specification does not comply with the requirements set out in clause 4.2 and or do not comply with the Statutory Warranties set out in section 18B of the Home Building Act 1989.

## **5. Price & Payment**

1. The Price payable by the Customer for the Goods and Services shall be the Price set out in the Order if the Seller's Quote is accepted within thirty (30) days of the date of the Quote. If the Seller's Quote is not accepted within the thirty (30) day period or the Seller is delayed in commencing the date for provision of the Goods or Services due to delays not caused by the Seller the Price shall be the Seller's then current price for the Goods and Services, at the date of delivery of Goods or performance of the Services, according to the Seller's current Price list.
2. Payment of the Price shall be made by the Customer:
  - a. by cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method agreed prior by the Seller;
  - b. at the time of placement of the Order or if no time is stated on the Order then on the earlier of delivery of the Goods or commencement of the Services; or
  - c. where progress payments or instalments are agreed in the Order at the time each progress payment or instalment is due.

The Customer acknowledges that the Seller may cease works, stop the works or refuse to release the Goods where the Customer has not paid the Price, instalment or progress payment on the due date. Payment by the Customer will only be recognised by the Seller when the payment is received in clear funds into the Seller's bank account or when cheques provided for payment have cleared.

3. Any variation from the plan of scheduled works, specifications or additional works that may have not been reasonably anticipated by the Seller for the provision of the Goods and Services will be charged as a variation (Variation). If a Variation is required:
  - a. the Seller will provide the Customer with a Quote for the Variation prior to commencing the Variation and the Customer must notify the Seller whether it accepts the Variation as soon as possible but no later than five (5) days after receiving the Variation request;
  - b. If the Customer does not accept the Variation within the five (5) day period the Seller is not obliged to perform the Variation. If the Customer accepts the Variation the Customer must pay for the costs of the Variation on the earlier of the next instalment date or on the date of completion of the works.

The Seller may terminate this Contract, without liability to the Customer, if the Customer does not authorise the Variation and the Seller cannot reasonably proceed with the Services without undertaking the works proposed under the Variation.

4. The Customer acknowledges that the Seller may be required to carry out emergency works in order to prevent injury to persons or damage to property and in such circumstances will not be required to provide a Quote prior to undertaking the works the subject of the Variation and the Customer shall be liable to pay the Seller the reasonable costs and expenses incurred with an emergency Variation.
5. At the Seller's sole discretion a deposit may be required, the deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable prior to the commencement of any works. Subject to these terms and conditions any deposit paid by the customer upon acceptance of the Order by the Seller is non-refundable in the event of the work being cancelled by the Customer.
6. Time for payment of the Price is of the essence. If the Customer fails to pay the Price when due in accordance with this clause 5, the Seller may:
  - a. treat the Contract as repudiated by the Customer;
  - b. suspend Delivery of the Goods or Services the subject of the Contract and any Goods or Services the subject of any other Contract with the Customer, without incurring any Liability to the Customer in respect of such treatment or suspension; and
  - c. without prejudice to the rights of the Seller under the Contract, if the Customer fails to pay the Price when due, the Customer must pay interest to the Seller on the outstanding amount of the Price at the rate of 2.5% per month compounding monthly from the date due until the date of actual payment.
7. The Customer is not entitled to make any deduction from the Price (including, but not limited to) in respect of any set-off or counterclaim unless agreed in writing prior by the Seller.
8. The Customer must pay the Seller an amount equal to any reasonable expenses, costs or disbursements incurred by the Seller in recovering any outstanding monies owed by the Customer to the Seller (including, but not limited to, debt collection fees, Court costs and solicitors costs on an indemnity basis) or enforcing any default or breach of this Contract by the Customer.
9. If a detailed report is requested by the Customer for the Services carried out by the Seller in addition to the standard invoice and description of the work and Services, the Seller reserves the right to charge an appropriate hourly rate for compiling, preparing and submitting the report. The charge will be a minimum of one hour's labour and will be estimated depending on the scope of the work required to prepare the report. If the Customer does not agree to pay the estimated cost of a detailed report, the Seller will be under no obligation to provide the report requested. The Seller also reserves the right to request payment in advance for the costs of preparing the detailed report.

## **6. Delivery of Goods & Services**

1. Delivery of Goods and Services shall be made to the Customer's nominated address stipulated in the Order.

2. It is the customer's responsibility to:
  - a. obtain all consents (including Body Corporate if the property is part of a Strata Plan) and to make all arrangements to provide the Seller with access to the site where the Goods and Services are to be delivered and performed;
  - b. provide the Seller with full details of any statutory restrictions or consents which may affect the Seller in delivering the Goods or performing the Services; and
  - c. provide the Seller, its contractors and employees with safe and reasonable access to the site where the Services are to be performed or to where the Goods will be delivered including the removal of any furniture or personal items that may impede access (the Customer takes full responsibility for any loss or damage caused due to the Customer not taking reasonable action to minimise the risk of damage);

to allow the Seller's employees and contractors to deliver the Goods and perform the Services during usual business hours.

3. Any time or date nominated or accepted by the Seller for performance, delivery, despatch, or arrival of the Goods or performance of the Services is an estimate only and does not constitute a term or condition of these Terms and Conditions or of the Contract.
4. The Seller is not liable for the consequences of any delay as a result of any cause outside the reasonable control of the Seller, notwithstanding that any such cause may be operative at the time of entering the Contract or accepting an Order. In these circumstances, the Seller may reasonably extend the time for performance, delivery, despatch or arrival of the Goods or performance of the Services, or cancel the Contract without incurring any Liability.
5. Time for performance, delivery, despatch or arrival of the Goods or performance of the Services is not of the essence of the Contract and the Customer may not cancel the Contract for any failure by the Seller to deliver the Goods or perform the Services by the estimated date.
6. Unless otherwise stated in writing, the Seller may make any partial deliveries of the Goods or performance of the Services, by instalments in any amounts the Seller may determine, and these Terms and Conditions apply to each partial delivery or instalment. Each part or instalment is taken to be sold under a separate Contract incorporating these Terms and Conditions.
7. The Seller may cancel the delivery of Goods or Services at any time before the Goods are delivered by notice in writing to the Customer. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

## **7. Transfer of Title**

1. Title in the Goods remains with the Seller until the Goods as well as any other amounts owing by the Customer to the Seller have been paid for in full.
2. Until title in the Goods passes, the Customer must hold the Goods on a fiduciary basis as bailee for the Seller, keep the Goods separate from all other goods in its possession and marked in such a way that they are clearly identified as property of the Seller; and upon request, deliver up the Goods to the Seller. If the Customer fails to deliver up the Goods, the Seller may, without notice, enter the Customer's premises to recover the Goods.

3. The Customer must not deal with or dispose of the Goods until title in the Goods has passed to the Customer.

## **8. Risk**

1. The Goods or Services are supplied to the Customer at the Customer's own risk from the time that the Seller notifies the Customer that the Goods or Services are available for collection or delivered. Notwithstanding that title may remain with the Seller the Customer shall insure the full value of the Goods from this date, and the Seller is not under any obligation to insure the Goods from this date.
2. Whilst the Goods are in the possession of the Customer before title in the Goods has passed, the Customer must, at its sole expense, keep the Goods in the same condition as that in which they were delivered and make good any damage or deterioration.

## **9. Return of Defective Goods & Seller's Warranty**

1. In addition to any other rights the Customer may have under the Australian Consumer Law and subject to any rights the Seller may have under the Australian Consumer Law or otherwise, the Seller will accept a return of defective Goods from the Purchaser if:
  - a. the Customer notifies the Seller within seven (7) days of receiving the Goods of any alleged defect, shortage in quantity, damage or failure to comply with the description or Order;
  - b. the Goods are in the same condition as they were in when supplied to the Customer and their packaging is undamaged; and
  - c. the Goods are returned to the Seller by the Customer within 14 days of their Delivery including deemed Delivery, but only after having received the Seller's express written approval to return the Goods
2. If the Customer fails to comply with the terms of clause 9.1 the Goods shall be conclusively presumed to be in accordance with the terms of the Order and free from any defect, damage or shortage of quantity.
3. If the Goods are defective and returned to the Seller strictly in accordance with the terms of clause 9.1 the Seller shall, at its discretion:
  - a. replace the Goods; or
  - b. refund the Customer's purchase Price or part of the Price where only part of the Goods delivered are defective.
4. If the Customer wishes to return Goods that are not defective or faulty, the Seller may in its absolute discretion accept the return of the Goods and will charge the Customer a 15% handling charge plus the transport and freight costs incurred by the Seller.
5. If the Goods and Services supplied by the Seller come with a manufacturer's warranty the only warranty given by the Seller shall be the warranty received from the manufacturer, subject to any provision set out in the Australian Consumer Law, and the Seller shall not be obliged to provide any warranty greater than the manufacturer's warranty.

6. The Seller warrants that any Services provided by the Seller or Goods supplied that do not come with a manufacturer's warranty will be free from defect, fit for their intended purpose and performed in a proper and workman like manner. Any breach of this warranty by the Seller shall be limited to the replacement of the Goods and Services or a refund of the Price and under no circumstances will the Seller be liable to the Customer for any Liability, indirect or consequential losses or damages.
7. If there is a defect in the Goods and Services supplied by the Seller the Customer acknowledges and agrees that it shall notify the Seller of the alleged defect, provide the Seller with a reasonable opportunity to inspect the alleged defect and if the Seller agrees the Goods or Services are defective than provide the Seller with a reasonable opportunity to return and repair the agreed defective Goods or Services. The Seller shall not be liable to pay for the costs or expense for any parts, materials, items or goods situated within the area of the defective works and shall only be liable for the repair and or replacement of the original Goods or Services supplied.
8. On completion of the work, the Seller will remove from the site all plant and equipment and dispose of all rubbish, excavated material, vegetation, demolished or dismantled structures and surplus material relating to the work unless agreed otherwise in the Order. All demolished, dismantled and surplus material will be the property of the contractor unless otherwise specified in the description of work.
9. Without waiver of the Seller's rights under this Contract the Seller will make good any loss or damage to the work or property of the Customer directly caused by the Seller or the Seller's employees, agents or subcontractors and such repair or replacement work will be limited to the damaged area only and is on a like for like basis, not new for old.

## **10. Breach and Customer Insolvency**

1. The Seller may, without prejudice to any other claim or right the Seller may have, terminate the Contract immediately and any other Contract, agreement or arrangement with the Customer then subsisting if:
  - a. The Customer defaults on or breaches its obligations to the Seller, whether under the Contract or otherwise;
  - b. Any distress or execution is levied upon the Customer;
  - c. The Customer makes, or enters into any negotiations for, any arrangement or composition with its creditors or any of them;
  - d. The Customer commits any act of bankruptcy or if any petition in bankruptcy is presented against it;
  - e. The Customer is a corporate body and the Customer becomes insolvent or goes into liquidation or if a receiver of the Customer's assets or undertaking or any part of the Customer's assets is appointed;
  - f. The Customer is unable to pay its debts;
  - g. The Customer has cancelled or threatened to cancel a payment; or
  - h. Any consents, authorisations, licences or insurances which the Customer is obliged to obtain and maintain are not obtained or maintained in full force and effect.

## 11. EXCLUSION OF LIABILITY

1. To the extent permitted by law, the Seller's total Liability for any claim under or in relation to a Contract or these Terms and Conditions is limited to the Price paid by the Customer for the Goods or Services the subject of the claim.
2. Nothing in these Terms and Conditions is to be taken to exclude, restrict or modify any guarantee, condition or warranty that the Seller is prohibited by law from excluding, restricting or modifying. If such a statutory guarantee applies to these Terms and Conditions or to the Contract and the Seller breaches it, the Seller where it is lawful to do so, and fair and reasonable to do so, limits its Liability, at the Seller's option, to:
  - a. in the case of Goods:
    - i. the replacement of the Goods or the supply of equivalent goods;
    - ii. the repair of Goods;
    - iii. the payment of the cost of replacing the Goods or of acquiring equivalent goods;
    - iv. the payment of the cost of having the Goods repaired; or
    - v. refund the Price or part of the Price.
  - b. in the case of Services:
    - i. supplying of the Services again;
    - ii. the payment of the cost of having the Services supplied again; or
    - iii. refund the Price or part of the Price.
3. To the extent permitted by law, all other guarantees, conditions, warranties, representations or Liabilities (including Liability as to negligence) are excluded, other than those expressly referred to in these Terms and Conditions or in the Contract.
4. For the avoidance of doubt, other than as set out above, the Seller gives no guarantee, condition, warranty or undertaking of any kind as to the condition, quality or safety of the Goods or Services or the suitability or fitness of the Goods or Services for any purpose unless expressly stated otherwise in these Terms and Conditions.
5. In the case of any deviations in the quantity of Goods Delivered from those stated in the Contract:
  - a. Where less Goods have been delivered than those stated in the Contract, the Customer has no right to reject the Goods;
  - b. Where more Goods have been delivered than those stated in the Contract, the Customer, subject to clause 11.5 (c), has the right to reject any Goods in excess of the quantity stated in the Contract; and is not bound to pay for any quantity of Goods in excess of the quantity stated in the Contract unless it agrees to keep them; and
  - c. If the Customer rejects any Goods in excess of the quantity stated in the Contract, the Customer must notify the Company immediately and keep excess Goods in same condition as that in which they were delivered, and if requested by the Seller, deliver the excess Goods to the Seller at the Seller's reasonable expense.



6. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or any other event beyond the reasonable control of the party in default provided that such default shall be remedied as soon as practicable after the event has ceased.

## **12. PPSA Security Interest & Security**

1. In relation to Goods that have been delivered but for which the Price or any part thereof has not been paid, the Customer grants to the Seller a purchase money security interest, as defined in the PPSA, in the Goods and any proceeds of the sale of the Goods ("PMSI") to secure the Price of the Goods and payment due.
2. The Customer agrees not to do or permit anything to be done that may result in the PMSI granted to the Seller ranking in priority behind any other security interest (as defined in the PPSA).
3. The Customer will take such further steps (including obtaining consents, supplying information, signing forms or executing documents) which may be required by the Seller to take further or better security under the PPSA in respect of the Goods and proceeds of sale of the Goods or to maintain the effectiveness or priority of any security interest under the PPSA.
4. The costs of registering a financing statement in relation to the PPSA will be paid by the Customer.
5. The Seller and the Customer agree that nothing in sections 125, 132 (3) (d), 132 (4), 135, 142 and 143 of the PPSA shall apply to the Contract and these Terms and Conditions, or the security thereunder, and to the extent permitted by the PPSA agree to waive and contract out of the right to receive any notice or statement under sections 95, 118, 124 (4), 123, 130, 132 (3)(d), 132 (4) and 157. The Seller and the Customer also contract out of each other provision of Part 4.3 of the PPSA, under sections 115 (7) and 116 (2), but only to the extent that the provisions impose obligations on the Seller. The Seller and the Customer will not disclose information of a kind mentioned in section 275 (1) of the PPSA, unless required by the law (other than section 275 (1) of the PPSA).
6. The Customer charges, subject to any applicable law, as beneficial owners and as trustee of every trust all the Customer's land and real property (including land and real property acquired in the future) in favour of the Seller to secure the payment of monies and the performance of the Customer's obligations under this Contract. In this clause "trust" means each trust for which the Customer holds land or real property as trustee.
7. If the Customer is the trustee of any Trust, it is bound by these terms and conditions and charges its land and real property as trustee and it is a proper exercise of the Customer's authority and power under the trust instrument and at law to trade with the Seller and to charge its land in accordance with these terms and conditions.

## **13. Building Construction Industry Security of Payments Acts 1999**

1. Invoices issued by the Seller are issued in accordance with the terms of the Building and Construction Industry Security of Payment Acts 1999 and any corresponding legislation at the place where the Goods are delivered or where the Services are performed.

## **14. Privacy**

1. The Seller collects your personal information here to allow us to supply the Customer with Goods and Services. We will not use your personal information for any other purpose. The Seller's Privacy Policy is available on our website.

## **15. Miscellaneous**

1. The Customer is, as between the parties, liable for and must pay all stamp duty on or relating to these Terms and Conditions, the Contract or any related document.
2. No alteration may be made by the Customer to any other part of the Contract including these Terms and Conditions unless expressly accepted in writing by the Seller's management team and confirmed in writing by the management team. The Seller's agents, representatives or contractors are not authorised to make any representations, statements, warranties or agreements on behalf of the Seller which vary the terms of this Contract and the Seller will not be bound by or liable for any such representations, statements, warranties or agreements.
3. A single or partial exercise or waiver of a right relating to these Terms and Conditions or the Contract will not prevent any other exercise of that right or the exercise of any other right.
4. These Terms and Conditions are governed by, and are to be construed in accordance with, the laws of the place where the Goods and Services are provided. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State where the Goods and Services are provided.
5. Should any part of the Terms and Conditions, or the Contract, be held to be void or unlawful, these Terms and Conditions, or the Contract, are to be read and enforced as if the void or unlawful provisions or part provision had been deleted.
6. No course of prior dealing between the parties and no usage of trade are to be relevant to amend, supplement or explain any term used herein.
7. If GST is imposed on any supply made under or in accordance with these Terms and Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms and Conditions. The terms "supply", "tax invoice", "recipient", and taxable supply" when used in this Section have the meanings given to them in the GST Act.
8. The Customer must no later than 14 days prior to any proposed change of either ownership, shareholding, effective control, directors of the Customer or change in any contact and address details notify the Seller of the proposed change.

## **16. Notices**

1. Any notice required to be made under these Terms and Conditions or in relation to recovery of costs must be in writing, in the English language and may be given by an agent of the sender and delivered to the address of the party included in the Contract or Order, unless a different address has been notified in writing by that party, in accordance with any means authorised by law, including electronically or by any means described in clause 14.2.

2. A notice given by:
  - a. Post is taken to be received, if posted within Australia to an Australian address, three days after posting and;
  - b. Email is taken to be received when the sender receives the email; and
  - c. Facsimile is taken to be received when the sender's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number.

## **17. General Plumbing & Blocked Drains**

1. Blocked drains usually indicate pipelines are not operating efficiently or as intended and may contain breakages, cracks, negative fall, sanitary hygiene products, foreign objects or tree root entry. The drain line cannot be repaired or rectified by just clearing on its own. Once cleared, the Seller gives no warranty that the same problem will not happen again. If the Seller's equipment becomes lodged in the Customer's faulty drain it will be removed at the customer's expense.

## **18. Service Today Guaranteed or it's free offer**

1. The "Same Day Service Guarantee or its Free":
  - a. only applies to jobs booked with the Seller's call centre before midday local office time;
  - b. If Seller is unable attend on the same day for a job booked by the Customer before midday the standard callout fee will be waived and is free, but all other normal charges, fees and expenses will apply to perform the Services and to provide the Goods;
  - c. If the Seller is willing and able to perform the Service or provide the Goods on the same day the job is booked, however the Customer for whatever reason does not give the Seller's employee or contractor's access on the day the Seller will be deemed to have complied with its "Same Day or its Free" guarantee and shall be entitled to charge the Customer the standard call out fee.
2. If Seller is unable to attend the job the same day the Customer will be offered the next available job booking time on the next business day. For calls received after midday local office time, the Customer will be offered a job booking for the next business day and normal callout fees will apply.
3. The Seller's business working hours are 7am to 4pm Monday to Friday and 7am to midday Saturday. Saturday after midday, Sunday, Australian public holidays and state public holidays in effect in the state the job is booked for are excluded from this offer.
4. This offer applies only to Melbourne, Geelong, Sydney and Adelaide Metro area that are also within the Service Today coverage areas.

## **19. Finance**

1. Where finance is offered by a third-party company and is intended to be used by the Customer to purchase goods or services from the Seller, the finance must be applied for and approved prior to any work being carried out by the Seller

2. It is the Customers responsibility to ensure that at all times they are able to make payment to the Seller for any work completed as soon as invoices are issued and due for payment. If the customer is unable to access finance or has finance withdrawn, the Customer must arrange alternative methods of payment to ensure they are able to pay invoices issued by the Seller when due.
3. Any terms and conditions relating to finance applied for with a third-party company do not form any part of this contract to supply goods or services between the Seller and the Customer
4. At all times the Customer remains bound to the standard terms and conditions regarding payment to the seller for goods and services provided including payment timeframes regardless of any finance arranged by the Customer with a third party.

## **20. Special Offer's, Deals and Discounts**

1. Percentage discount or money off special offers from the Seller can only be used to discount the price of Goods or Services purchased from the Seller and are not valid for use against the callout fee charge, which must be paid in full and the discount will only be applied against Goods or Services purchased.
2. Only one discount offer can be used when purchasing Goods or Services from the Seller and multiple discounts on a single invoice are not permitted.
3. Set price special offers advertised for a service or product are for that product or service only and do not include the callout fee applicable to that trade at the time of booking.