



Terms & Conditions:

1. DEFINITIONS

1.1 "Customer" means the individual or organisation that buys or agrees to buy Goods and Services from Watersedge Waterproofing Pty Ltd.

1.2 "Contract" means the contract between Watersedge Waterproofing Pty Ltd and the Customer for the sale and purchase of Goods & Services incorporating these Terms and conditions

1.3 "Goods" means a range of waterproofing membranes and such other goods as determined by Watersedge Waterproofing Pty Ltd from time to time, combined with a system of installation for those Goods.

1.4 "Services" means the system of installation of waterproofing and such other goods that have been supplied by Watersedge Waterproofing Pty Ltd.

1.5 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms & conditions agreed in writing by Watersedge Waterproofing Pty Ltd.

1.6 "Warranty" means the period for which Watersedge Waterproofing Pty Ltd guarantees the Goods, and the Services

2. CONDITIONS

2.1 These Terms and Conditions shall apply to all Contracts for the sale of Goods and the Provision of Services by Watersedge Waterproofing Pty Ltd to the Customer, and shall prevail over any other documentation or communication from the Customer.

2.2 Acceptance of delivery of the Goods and Services shall be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.

2.3 Any variation to these Terms and Conditions shall be inapplicable unless agreed to in writing by Watersedge Waterproofing Pty Ltd.

3. ORDERING, PRICE AND PAYMENT

3.1 All orders for Goods and Services shall be deemed to be an offer by the Customer to purchase the Goods & Services pursuant to these Terms and Conditions and are subject to acceptance by Watersedge Waterproofing Pty Ltd. Watersedge Waterproofing Pty Ltd may choose not to accept an order for any reason.

3.2 Terms: Full payment is due and payable to Watersedge Waterproofing Pty Ltd on

completion of the Services unless other arrangements have been made.

3.3 The Customer must pay all amounts due to Watersedge Waterproofing Pty Ltd under these Terms and Conditions in full and without any set-off or deduction. Installation certificates will not be issued until Watersedge Waterproofing Pty Ltd has received final monies.

3.4 Any amounts unpaid by the due date on invoice shall bear interest at the rate of 10% per annum.

3.5 If the Customer fails to pay any amount due under these Terms and Conditions within a period of sixty days from the date of invoice, Watersedge Waterproofing Pty Ltd will report the payment default to a credit-reporting/collection agency and add the collection costs to the amount owed by the Customer.

4. RIGHTS OF THE SELLER

4.1 Watersedge Waterproofing Pty Ltd reserves the right to adjust the price and specifications of any Goods or Services available at its discretion.

4.2 Watersedge Waterproofing Pty Ltd shall not be liable to anyone for withdrawing any Services or for refusing to process an order.

5. DELIVERY AND INSTALLATION

5.1 Where a specific date and/or time has been agreed for a Site Inspection or the provision of the Goods & Services, and where this date and/or time cannot be met by Watersedge Waterproofing Pty Ltd, the Customer will be notified by Watersedge Waterproofing Pty Ltd and given an opportunity to agree to a new date and time.

5.2 Watersedge Waterproofing Pty Ltd shall use reasonable endeavours to meet any date or time agreed for Site Inspection or the provision of the Goods and Services. In any event, time of Site Inspection or the provision of the Goods & Services shall **not** be of the essence and Watersedge Waterproofing Pty Ltd shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any third party arising directly or indirectly out of any failure to meet any arranged date and/or time for a Site Inspection or the provision of the Goods & Services.

5.3 Goods & Services shall be provided at the Customer's address specified in the order and the Customer shall make all arrangements necessary to be available when the Site Inspection or the provision of the Goods and Services is due to take place.

5.4 The Customer is to remove all rubbish and debris from the area in which the Goods and Services are to be located prior to the scheduled commencement of the Services.

5.5 The Customer must ensure toilet facilities are made available to Watersedge Waterproofing Pty Ltd on site.

5.6 The Customer must ensure good access and parking is made available on all sites. Bad access and difficult parking may incur a surcharge.

5.7 Any unforeseen circumstances which arise during installation will be notified to the Customer and charged for accordingly.

6. CANCELLATION, REFUNDS, AND DISPUTES

6.1 The Customer may cancel orders for Goods and Services at any time prior to the Services being carried out, subject to the specific limitations on refunds detailed below. No refunds are provided for Services that are cancelled by the Customer during the installation process or after the Services have been delivered.

6.2 Any dispute raised by the Customer in relation to the Goods & Services must be

made in writing via email to info@watersedgewaterproofing.com.au. Watersedge Waterproofing Pty Ltd operates between 7:00AM and 4:00PM AEST Monday to Friday.

6.3 If a job is cancelled within 24 hours of commencement of works, we reserve the right to invoice you the full amount of materials required for your order.

7. GOODS AND SERVICE WARRANTY

7.1 The Goods & Services are covered by a Warranty. The Period of the Warranty is shown on the Installation Certificates and the Warranty will commence on the date of completion of the Services.

7.2 The Warranty that applies to the Goods & Services is the responsibility of Watersedge Waterproofing Pty Ltd.

7.3 Watersedge Waterproofing Pty Ltd shall be required to rectify free of charge any failure of the Goods, and subsequent damage caused as a result of the failure, during the warranty period.

7.4 Watersedge Waterproofing Pty Ltd shall be required to rectify free of charge any failure of the Services, and subsequent damage caused as a result of the failure, during the warranty period.

7.5 Because of the nature of the Goods and Services it is often the case that additional materials (tiles etc.) have been fixed over the top of the Goods. The Customer acknowledges that in most cases it will be necessary for Watersedge Waterproofing Pty Ltd to remove some or all of such covering materials in order to determine the specific cause of the failure of the Goods or Services.

7.6 The Customer also acknowledges that upon removal of the covering materials it may be determined that the cause of the Goods and Services failing to perform their intended purpose may be as a result of some damage to the integrity of the Goods and Services caused subsequent to the installation of the Goods and Services by a third party or otherwise.

7.7 In the event that Watersedge Waterproofing Pty Ltd, while determining the cause of the failure of the Goods or Services, determines that the cause of the failure was due to something or someone other than any problem with the quality and effectiveness of the Goods or the proper provision of the Services, Watersedge Waterproofing Pty Ltd will not be liable for any repairs under the guarantee.

7.8 In the circumstances described in 7.7 the Customer will pay Watersedge Waterproofing Pty Ltd the cost of providing such services as were required to determine the actual cause of the failure, and Watersedge Waterproofing Pty Ltd will not be responsible for the replacement of any covering materials

7.9 In the event that it is determined that the circumstances described in Clause 7.7 apply, Watersedge Waterproofing Pty Ltd will provide the Customer with an estimate of the cost of repair of the Goods and Services, and in the event that the Customer requests Watersedge Waterproofing Pty Ltd to undertake the repairs, then the Customer accepts full responsibility for the payment to Watersedge Waterproofing Pty Ltd for the cost of such repairs.

8. LIMITATION OF LIABILITY

8.1 All terms, conditions or warranties that may be implied into these Terms and Conditions; statutory or otherwise, relating to the supply of the Goods and Service are excluded to the fullest extent permitted by law.

8.2 The liability of Watersedge Waterproofing Pty Ltd for breach of any term, condition or warranty or under any remedy implied by law (which cannot be

excluded) will be:

1. Limited (if permitted by law) at the option of Watersedge Waterproofing Pty Ltd to the repair or re-supply of the Service or the payment of the cost of having the Service re-supplied; and

2. Reduced to the extent that such liability is caused by negligent acts or omissions by the Customer, or a breach by the Customer of these Terms and Conditions.

8.3 Watersedge Waterproofing Pty Ltd does not have any liability to the Customer or to any other person for:

1. The acts or omissions of any other entity, including any third party;
2. Faults or defects in the Goods or Services which are caused by the conduct of the Customer or any third party;
3. Any loss of revenue, profits or anticipated savings, loss of data, loss of bargain, other economic loss of any kind, damage to reputation or for any form of indirect or consequential loss, or special or penalty damages, whether in respect of negligence or other tort, breach of contract, equity or otherwise, arising out of or in connection with the provision of the service or these Terms and Conditions;

9. WAIVER

9.1 No waiver by Watersedge Waterproofing Pty Ltd (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

10. FORCE MAJEURE

10.1 Watersedge Waterproofing Pty Ltd shall not be liable for any delay or failure to perform any of their obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, national or local emergency, acts of government, acts of war or civil disorder, military operation, industrial disputes, weather damage, subsidence or earthquake, or other events which are beyond the reasonable control of Watersedge Waterproofing Pty Ltd and Watersedge Waterproofing Pty Ltd shall be entitled to a reasonable extension of its obligations.

11. SEVERANCE

11.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

12. CHANGES TO TERMS AND CONDITIONS

12.1 Watersedge Waterproofing Pty Ltd shall be entitled to alter these Terms and Conditions at any time, but this right shall not affect the existing Terms and Conditions accepted by the Customer upon making a purchase or via work order.

13. GOVERNING LAW AND JURISDICTION

13.1 These Terms and Conditions shall be governed by and construed in accordance with the law of the State/Country in which the installation of the Goods and Services takes place. Any dispute under these terms shall be subject to the

exclusive jurisdiction of the courts of the State/Country in which the installation of the Goods and Services takes place.

14. STANDARDS

14.1 All work undertaken by Watersedge Waterproofing Pty Ltd must comply with Council requirements in Australia of AS3740 and the Building Code of Australia (BCA) as amended.

15. SPECIAL CONDITIONS

1. If the membrane is damaged, Altered, or Physically damaged, by anyone other than Watersedge Waterproofing Pty Ltd, the Guarantee shall be voided.

Darren White

Director

Watersedge Waterproofing Pty Ltd

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