



Whywait Plumbing Pty Ltd Terms & Conditions of Trade (2025)

1. Who we are

- "We", "us", and "Whywait" refer to **Whywait Plumbing Pty Ltd** and our employees and contractors.
- "You" refers to the person or business that requests our services or supplies.
- These terms apply when you accept our quote, sign our contract, or ask us to go ahead with any work.

2. Your rights under the law

- You have rights under Australian law that protect you when you buy services and goods, including plumbing work.
- These include rights that work will be done with due care and skill and that goods will be of acceptable quality.
- Nothing in these terms is intended to diminish or limit those rights. If these terms ever clash with the law, the law wins.

3. Quotes and prices

- Our quotes state whether the price is **fixed**, an **estimate**, or includes **allowances**.

- Unless the quote says otherwise, a quote is valid for **30 days** from the date on the quote.
- The quote covers **only** the work and materials clearly described in the quote or attached documents.
- Anything not listed is not included in the price.

4. Changes, extras and hidden problems

Plumbing often reveals hidden issues such as damaged pipes, tree roots, asbestos, buried fittings or past poor work.

If we find something that affects the price or timing, we will:

- Explain what we have discovered and its significance.
- Give you options and a price or estimate for any extra work; and
- Only proceed with extra work if you approve it (email, SMS, or through our job system is fine).

If you change your mind about the work (such as adding extra fixtures, extra areas, or upgrades), this may alter the price and the duration of the job. We will explain any changes before we proceed.

5. Payment

- Unless we agree otherwise in writing:
 - Payment is due **on completion** of the work, or
 - If you have an approved account, payment is due within **7 days** of the invoice date.
- We accept the payment methods shown on our invoices (for example, electronic transfer, card, or cash). Card payments may include a small surcharge to cover bank fees.

Late payment

If you do not pay on time, we may:

- Charge **simple interest** on the overdue amount at a reasonable rate (currently up to **10% per year**); and
- Recover our **reasonable costs** of chasing the debt (for example, debt collection fees or legal costs we actually pay).

If payment is seriously overdue, we may pause work until payment (or a payment plan) is arranged, provided the applicable laws permit this.

We do **not** charge hefty "penalty" admin fees or try to take security over your home.

6. Ownership and risk in goods

- Once goods (for example, fixtures, appliances, pipes) are delivered to your site or installed, the **risk** in those goods passes to you.
- We keep **ownership** of goods we supply until they are paid for in full.
- If you do not pay, we may remove unfixed goods where it is lawful and reasonable to do so, but we do not take any mortgage or charge over your land or property.

7. Access, site conditions and existing services

- You must provide safe, reasonable access to the work area, including power and water where available.
- Plumbing work may involve cutting surfaces, lifting pavers, opening walls or digging. Some disturbance to finishes (such as tiles, concrete, paint, and landscaping) may be unavoidable.
- Unless clearly stated in our quote, we are **not** responsible for complete cosmetic restoration such as tiling, painting, concreting or landscaping. These can be quoted separately if requested.

Underground and hidden services

- Please inform us about all known underground and hidden services, including electricity, gas, water, sewer, stormwater, telecommunications, and irrigation, and provide any relevant plans you may have.

- We take reasonable care, but if services are not shown, incorrectly marked, or you have not informed us about them, you are responsible for the costs arising from any damage.

8. Blocked drains and recurring issues

- Blockages are often caused by damaged pipes, roots, fat, foreign objects or poor past installation.
- Clearing a blockage **does not guarantee** that it will not return, especially if the pipe is cracked, collapsed or badly worn.
- If the same line blocks again, further investigation (such as camera inspection) or repair/replacement may be necessary at an additional cost. We will discuss this with you and provide a quote before proceeding.

9. Warranties

9.1 Your legal rights

You have rights under Australian law that say, among other things, that:

- Services must be provided with due care and skill; and
- Goods must be of acceptable quality, fit for their usual purpose, and match any description given.

Nothing in these terms is meant to limit or exclude those rights.

9.2 Our workmanship

We conduct our work with the level of care and skill required by the law.

We **do not** offer any additional "Whywait warranty" beyond what the law already requires. Any rights you have regarding defects in our work stem from your legal rights, not from additional promises in these terms.

9.3 Products and appliances

For goods, fixtures and appliances that we supply and install:

- All **manufacturer warranties** apply.

- We pass those manufacturer warranties on to you, and
- The length and conditions of those warranties are set by the manufacturer, not by us.

We will provide warranty details where available and, within reason, assist you with the information you need to claim with the manufacturer.

10. Limiting our responsibility

As far as the law allows:

- We are **not responsible** for loss of profit, loss of business, or other indirect or consequential loss; and
- For non-domestic work, our total responsibility is limited to the amount you paid us for the job that gave rise to the claim.

For residential customers, we do **not** limit or exclude any protections that the law prohibits from being limited or excluded.

11. Privacy and credit checks

Personal information

- We collect personal information such as your contact details, job history and payment details so we can:
 - Provide and manage our plumbing services;
 - Handle quotes, bookings, invoices and payments; and
 - Meet our legal and safety obligations.
- We handle your information in line with Australian privacy laws.
- We do not sell your personal information.

Credit information (for account customers)

- If you apply for a trade account or we agree to give you credit, you agree that we may:
 - Seek information about your credit history from credit reporting bodies or trade referees; and
 - Share information about how you pay us with those bodies where the law allows, including recording serious overdue payments.

You can ask us how to access or correct your personal information or how to make a privacy complaint.

12. Compliance certificates and notifiable work

- Where required by law, we will lodge **notifiable work forms** and compliance certificates for plumbing and drainage work and provide the required copy to the responsible party.
- For residential building work that requires extra paperwork, contracts or insurance, we will use the appropriate approved forms and processes.

13. Existing plumbing and drainage systems

- When we connect to or work on existing plumbing and drainage systems, we may discover faults or leaks in sections that are not explicitly addressed in your quote.
- The original quote does not cover these faults. They may need repair or replacement at additional cost.
- We will explain any issues we find, provide a price or estimate, and only do extra work once you approve it.

14. Ending work or cancelling

If you cancel

- You may cancel work before it starts, but you may need to pay for:
 - Materials we have already ordered specifically for your job that cannot be reused; and

- The reasonable time we have already spent planning or preparing for your job.

If we stop or cancel

We may stop or cancel work if:

- You do not provide safe or reasonable access.
- Payment is seriously overdue; or
- There is a safety or legal issue we cannot reasonably manage.

If we cancel for reasons within our control, we will refund any deposit paid for work we have not yet done.

Any rights either of us has under payment or building laws still apply in addition to these terms.

15. General

- The laws of Queensland, Australia, govern these terms and conditions.
- If any part of these terms is found to be invalid or unenforceable, the rest of the terms still apply.
- We reserve the right to update these terms from time to time on our website. The version applicable to your job is the one in effect at the time you accept our quote or book the work.