

BUGNO FAMILY TRUST Trading as:-
WILLAGREE SERVICES PTY LTD. ABN 89 166 060 468.
TERMS & CONDITIONS - To the extent permitted by Law.

These terms apply to the supply of goods and/or services by the Bugno Family Trust trading as Willagree Services Pty Ltd (Willagree) to any customer (the Customer). The Customer accepts these terms when it orders any goods or requests or allows Willagree to perform any inspection or work for the Customer's assistance or benefit. These terms exclude all rights of the Customer, whether implied by statute or otherwise, and the Customer may not rely on any representation or warranties that are not expressly set out in these terms.

1. These terms, together with any written quotation from Willagree, is an entire agreement between the Customer and Willagree and supersede all prior quotations, agreements or verbal understandings. These terms may not be varied unless the variations are agreed by Willagree in writing.
2. Willagree Invoices are payment claims under the *Building and Construction Industries Security of Payment Act 2002*.
3. The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by Willagree for enforcement of obligations and recovery of monies due from the Customer to Willagree.
4. The price payable by the Customer shall be the price specified in any written quotation from Willagree, or if not specified:- The price for goods and services are at Willagree's standard price at the time of ordering plus any other cost incurred for example delivery, postage and packaging.
5. Quotations for new installations are free but quotations which involve diagnosis of a fault with an existing item incur normal service call fees and hourly labour rate. This fee would only apply if the unit is repaired or replaced by others or no works carried out.
6. Acceptance of quotations verbal or written by the customer creates a binding enforceable contract.
7. If at the Customers request goods and services are supplied outside normal work hours or days the Customer is liable for additional costs incurred.
8. If the Customer cancels an appointment with less than 24 hours notice the customer is liable for a cancellation fee of \$30 plus GST. If Willagree attends site to find the works have been completed by others and no cancellation notice given by the Customer, then the Customer is liable for a standard service call fee.
9. Willagree will supply a tax invoice for good and services, the customer shall pay Willagree any GST payable in respect of any taxable supply made by Willagree at the time it pays Willagree the price for the supply of good and services provided.
10. The customer must pay Willagree all monies payable upon completion of work by Willagree, unless otherwise stated on Willagree's invoice.
11. All goods supplied remain the sole title and property of Willagree and the Customer holds them as bailee for Willagree until full payment is made.
12. If the Customer breaches these terms, then the Customer authorises Willagree to, without notice, enter the premises where the unpaid goods are located and recover possession of the goods or part thereof. Willagree or its agents shall not be liable, and the Customer indemnifies Willagree for any trespass or for any costs, losses, damages, or other expenses suffered by the Customer or anyone else in connection with the entry to such premises and recovery of unpaid goods.
13. The Customer may not offset monies payable to Willagree against monies owed by Willagree to the Customer, except debts acknowledged in a credit invoice issued by Willagree.
14. Willagree is an authorised agent for several manufactures' warranty schemes but does not make any representation that the work it carries out and goods it supplies are covered by the relevant manufacture's warranty. The Customer is primarily liable to pay the price for all goods and services to Willagree with these terms unless the manufacturer pays those amounts for the Customer and the Customer bears the risk that the works and goods supplies are not covered by warranty.
15. Where Willagree supplies goods and services that are covered by warranty, Willagree assigns (to the extent that it can) benefit of that warranty to the Customer. The Customer warrants that it has made its own enquiries as to the terms of any manufacture's warranty and its assignability. The Customer cannot require Willagree to take any further action of effect this assignment.
16. The Customer must provide safe and easy access to the work site. Any site training required, to gain access to items for services incurs normal hourly labour rates.
17. Willagree is not responsible for crane hire, scaffold hire, rubbish removal, permits, plastering, patching, painting, building or structural works or provision for safe and easy access to work site.
18. During Willagree progress of any works all care is taken to prevent any damage, but some minor damage may occur to plaster walls, paint finishes, minor scratches to floors and furniture. The Customer releases Willagree and its agents from any claim arising from any damage.
19. Willagree is not responsible for electrical switchboard or any other wiring upgrades carried out by others or by Willagree's contractors. These works are solely the responsibility of the contractor who carried out these works.
20. To the extent that the law does not permit the exclusion of implied rights. Willagree's liability for a breach of those rights shall be limited to the repair, replacement or supply of equivalent goods and services only.
21. The Customer releases Willagree and its agents from any claim arising in any way from the supply of goods or services, including special, consequential, direct, and indirect loss or damage, loss of income or profits or loss of business, whether caused by defect or unsuitability in the goods, the negligence of Willagree or its agents, or the late delivery or non-delivery of any goods or services. The Customer shall bear all risk in goods from the time of delivery of goods to the Customer or the location nominated by the Customer.
22. Willagree provides warranties regarding its workmanship on the terms set out in the Victorian Building Authority guidelines.
23. Air Conditioning refrigerant gas leaks. The Customer must understand small refrigerant gas leaks can be difficult to detect. If Willagree attends site and the item has no refrigerant gas or has lost some refrigerant gas Willagree will attempt to locate the leak and make the item good. In some cases, there may be more than one leak. Willagree will repair the first leak found, make it good at which point a charge will be levied for works completed. If the item loses gas again in another location, the customer is liable for payment again unless the customer agrees at the time of first contact to either pay Willagree to test the system thoroughly for all leaks (this could take many hours and or in some cases may not be possible due to pipes located in walls etc) and pay the labour time require to complete this task, or pay Willagree for a separate "12 month refrigerant leaks warranty".
24. If as a direct or indirect result of natural disaster, acts of God, industry dispute, accident, government restriction, war, civil unrest or any other cause outside Willagree's control, Willagree is unable to perform its obligations under these terms, it is released from those obligations to the extent of such inability and the Customer shall not be entitled to claim compensation for any such failure by Willagree to perform its obligations.
25. These terms shall be governed by and construed in accordance with the laws of Victoria and the Customer submits to the jurisdiction of the courts of Victoria. If any part or parts of these terms are held invalid that part shall be severed from these terms and the remainder of these terms will continue to be valid and enforceable. All terms stand regardless of customer signature is acquired or not.

Customer Signature:..... Date:.....

Customer Name:.....