



ACTIVE Leak Detection

Terms and Conditions

Definitions

Customer means any person who:

- ☐ Engages the services of Active Leak Detection
- ☐ Contracts with Active Leak Detection for the supply of services, including the supply of such services to another party

If more than one person is the **customer**, each of those persons is jointly and severally responsible of all charges and obligations in respect of the services supplied.

Services means any work carried out by Active Leak Detection Technicians or any other services supplied to a customer by Active Leak Detection.

Goods mean any product or piece of equipment used in the course of the service provided by Active Leak Detection.

Active Leak Detection means Active Leak Detection; ABN: 46 512 671 198
Of Central Coast New South Wales

1. General Terms

- 1.1 The terms and conditions set out will apply to all work undertaken by Active Leak Detection unless a written agreement has been reached regarding any changes or special conditions.
- 1.2 Active Leak Detection may in its absolute discretion amend these terms and conditions at any time by notice to the customer.
- 1.3 Active Leak Detection reserves the right to refuse at its own discretion ;-
 - a) any order of work that it feels can not be successfully completed
 - b) to at any time accept or proceed with any order if the creditworthiness of the deemed unsatisfactory.
- 1.4 The customer will inform Active Leak Detection of any factors that may reasonably affect any decision by Active Leak Detection as to whether to supply services or to extend credit to the customer.

2. Goods and Services

- 2.1 All Services and Goods provided by Active Leak Detection are detailed on the invoices as provided to the customer by Active Leak Detection.
- 2.2 Any variation to the ordered services must be authorized or accepted in writing by Active Leak Detection
- 2.3 The customer agrees to strictly comply with all instructions, guidelines and pre requisites in regards to any services to be completed as set by Active Leak Detection.

3. Cancellation

- 3.1 Active Leak Detection reserves the right to cancel or reschedule any service at its discretion, with notice to the customer
- 3.2 In the event that Active Leak Detection is unable to achieve reasonable access to property and is therefore unable to undertake the service a call out fee will apply to the customer and the work rescheduled.

4. Pricing

- 4.1 Prices for services provided are as set out by Active Leak Detection in its current price list and as on invoices.
- 4.2 Customer will be charged at the price quoted at time of booking excluding any variations.
- 4.3 Variations will be charged on the basis of Active Leak Detections quoted variation prices and will be itemised on the invoice provided.

5. Payment Terms

- 5.1 Payment of amount invoiced by Active Leak Detection is to be made in full on completion of work and receipt of invoice.

5.2 Payment for any variations invoiced by Active Leak Detection is to be made in full on completion of work and receipt of invoice.

5.3 Active Leak Detection reserves the right to require payment of a deposit. The deposit amount will be stipulated at time of order of service and is immediately due and payable.

5.4 At its absolute discretion Active Leak Detection may vary terms of payment in writing or allow credit terms for approved customers.

5.5 The customer agrees to pay to Active Leak Detection any additional charges occurring in relation to payment made by customer via credit card.

5.6 The customer is responsible for and agrees to pay any excess cost incurred by Active Leak Detection in regards to dishonoured payments made by customer. These will be charged at the current rate charged by Active Leak Detections Financial Institution.

5.7 The customer is liable for all reasonable expenses incurred (including but not limited to administration costs and debt recovery commission) and legal costs incurred by Active Leak Detection for enforcement of these obligations under these terms.

6. Overdue Amounts

6.1 If any amount payable to Active Leak Detection has not been received within seven (7) days of service completion, Active Leak Detection may;

- (a) charge an administration fee equal to 7% of the amount outstanding that shall reasonably cover Active Leak Detections administration costs that result from any such failure to make payment and/or
- (b) charge interest on the amount outstanding, in line with Active Leak Detections current Over Draw Interest Rate as provided by Active Leak Detections Financial Institution, from the due date of payment until such time as balance is finalised.

6.2 Until full payment has been made for all services provided by Active Leak Detection under these terms all sums outstanding become immediately due and payable by the customer to Active Leak Detection if the customer makes a default in paying any sums due to Active Leak Detection, becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors, has judgement entered against it in court, or being a company has a provisional liquidator, liquidator, receiver, receiver manager, or administration appointed, not withstanding the provisions of any other clause in these terms.

7. Customer's Responsibilities

7.1 It is the responsibility of the customer to

- a) arrange the following;
 - diversion of any storm water ,sewer or water supply pipe, electricity cables, telephone cable or gas pipes
 - the removal of any structures necessary to complete the repair
 - the removal of any tree stumps and/or
 - the excavation of any rock
- b) prepare any lawns, shrubs, plants and trees that are required for re-planting. Active Leak Detection does not provide this service and takes no responsibility for landscaping or re-planting.
- c) supply any water required for re-filling of any swimming pool or spa
- d) ensure that no new pathways or structures are constructed over any exposed repairs prior to completion of work by Active Leak Detection
- e) ensure that all electrical supply to any pool or spa equipment, including underwater pool or spa lights, has been installed safely by a licensed electrical contractor and meets all safety regulations and standards.
- (f) ensure that all safety requirements are met, gates to pool must close/lock and and fence/enclosure must be of a satisfactory standard. It is a liability for Active Leak detection not to report unsafe environments.

If these responsibilities are not met excess cost may occur.

7.2 It is the responsibility of the customer to provide reasonable access to the property in order for services to be completed. It is the customers responsibility to notify Active Leak Detection if there will be no one at the property and to inform Active Leak Detection of how entry should be gained. If on arrival reasonable access to the property can not be gained by Active Leak Detection a *call out fee* will apply. (See section 3.2)

7.3 It is the responsibility of the customer to have the pool or spa in the following condition

- the pool or spa must be filled to a running level
- the pool or spa must be clean of debris and the water clear

If these responsibilities are not met excess cost may occur.

7.4 The customer shall be liable for the cost of the replacement or repair of any pathways or structures removed during the course of Active Leak Detection investigations. Active Leak Detection will return surfaces to a concrete finish but accept no liability for other surfacing including but not limited to Stencil, Pebble or Painted surfaces.

7.5 It is the customer's responsibility to read, in full, and understand the Terms and Conditions as set out by Active Leak Detection.

8. Warranties

8.1 The customer warrants that it is solvent and able to pay in full all invoiced costs incurred when they are due and payable.

8.2 To obtain the benefit of the warranty to the customer must notify Active Leak detection of the alleged defect or continuing leak no later than thirty (30) days after initial service has been provided.

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

8.4 Active Leak Detection warrants that if after completion of full testing including Structural Dive Test and full Pipe Pressure test and/or temporary or permanent repair by our technician there appears to be a on going leak the following will occur;

- Active Leak Detection will re investigate the area under warranty

Active Leak Detection reserves the right at its discretion to perform an *Evaporation Test* to determine if a leak is present before commencing any investigation

8.5 The warranty does not cover any damage of defect that may have been caused wholly or in part by or arise through;

- failure on the part of the customer to maintain the goods
- tampering with any repairs completed by Active Leak Detection
- failure to comply with any instructions or guidelines set out by Active Leak Detection
- fair wear and tear, any accident or act of God.

8.6 The warranty shall be void in the event that the customer, or a third party, carries out any repairs, alterations or maintenance to the goods without the express written consent of Active Leak Detection

9. Liability

9.1 The customer acknowledges and agrees that, to the extent permitted by law, Active Leak Detection is not liable for any loss or damage to property resulting from, caused by or arising from;

- any fence or gate to the customers premises (including around pool and spa) being;
 - (i) Faulty or not in proper working condition
 - (ii) opened for access by any employee or agent of Active Leak Detection
- the disposal of any water as a result of a pool or spa being drained

9.2 The customer agrees to release, hold harmless and indemnify Active Leak Detection to the maximum extent permitted by law from and against any liability whatsoever and howsoever arising (including, without limitation, from negligence or wilful misconduct on the part of Active Leak Detection or others) in connection with the provision of services by Active Leak Detection.

9.3 In the event that liability cannot be excluded, to the fullest extent permitted by law, Active Leak Detection's liability to the Customer shall be restricted at Active Leak Detection's option to a refund of the invoiced amounts paid by the Customer to Active Leak detection.

10. Credit Limit

Active Leak Detection shall not be bound by any credit limit or facility provided to a customer and may at any time choose to vary or cancel such terms at its absolute discretion.

11. Entire Agreement

These terms and conditions apply to any and all agreements between Active Leak Detection and a customer to provide any services. No conditions imposed by the customer apply unless agreed to in writing by Active Leak Detection.