

TERMS & CONDITIONS

1. This contract is conditional on the Company, having the goods available at the quoted price within three months of the Order Date and the Customer accepting the quotation within 30 days of the date of the quotation. Installation of the goods is conditional on:
 - a. site inspection in relation to all installation work and prices
 - b. the availability of natural gas mains or pipes for the supply of natural gas at the site or the availability of liquified petroleum gas (LPG) at the site; and
 - c. the availability of electricity mains for the supply of electricity at the site.
 - d. sufficient power being available on the switch board to run the appliances selected.
2.
 - a. All Gas installation work will be carried out in accordance with the Installation Code of the Australian Gas Association.
 - b. All electrical work will be carried out in accordance with Australian Standards.
3. The goods and services provided under this contract do not, unless specifically stated in writing, include the following:
 - a. Electrical disconnection or connection of any appliance/installation or alteration of power points.
 - b. Removal of existing appliances, replacement of flue or modification of any structures to accept goods or services.
 - c. Restoration work including but not limited to structures, interior decor, pathways, rockeries, paving, landscaping.
 - d. Installation in residences of more than two storeys or flats or home units.
 - e. Responsibility for the size and/or condition of existing pipework and air conditioning and central heating ductwork.
 - f. Any necessary alteration, relocation or repair of existing services.
 - g. Any approvals of, or ensuring compliance with requirements of, local councils or other government or statutory authorities.
 - h. Goods or works due to hindrance by or negligent acts or omissions by the Customer.
4. The Company shall not be liable or responsible for any work done by any licensed or other fitter to person for injury, loss or damage to accident, improper or defective material or workmanship in any way whatsoever except if due to the Company's negligence.
5. The contract is subject only to those rights and remedies in respect of the goods and/or services which the Customer has under the Trade Practices Act and similar State and Territory laws which cannot be excluded at law; and such conditions and warranties as are expressly stated herein.
6. The Company may request that the Customer pay to the Company a non-refundable deposit of the GST inclusive price for the goods and/or services to be provided under this contract. If the Company requests the payment of such a deposit this contract is conditional on the payment by the Customer of that deposit on the date of this contract or on or before such other date as is specified by the Company. If the Customer terminates this contract prior to the installation of the goods or otherwise fails to perform its obligations under this contract, any such deposit may be forfeited to the Company and the Customer has no right to the deposit. Upon completion of the contract the Company must apply any such deposit in satisfying part of the GST inclusive price for the goods and services to be provided under this contract.
7.
 - a. Where applicable all deposits will be in compliance with the NSW Home Building Act.
 - b. Payments by credit card may attract fees and charges as levied by the credit card company.
8. A one third deposit is required upon acceptance of the quotation with the balance due on the day of installation of the goods. If the balance is being paid by direct credit the funds must be in the Company's bank account 24 hours prior to completion of the job.
9. A full refund will be issued if the goods are returned and fully boxed and unopened within 30 days of purchase. After 30 days but before 60 days the customer may:
 - a. Receive a credit note valid for 12 months for the full amount; or
 - b. A 12% return fee is applicable.
10. All orders should be collected within seven days of notification, failure to do so may incur storage costs of \$5 per day per item unless otherwise agreed with the Company.
11. Notwithstanding that delivery has been made of any goods title to the goods shall not pass from the Company to the Customer until such time as full payment is received of the purchase price of the goods and the purchase price of any other goods sold pursuant to the Agreement.
 - a. The Company is authorised to enter the premise of the Customer without prior notice in order to retake possession of any goods/services to which title has not passed to the Customer.
 - b. The Customer agrees to pay all expenses legal or otherwise incurred by the Company by reason of retaking or attempting to retake possession of goods and services in accordance with clause 10.
12. The Customer must reimburse the Company for any goods and services tax (GST) payable by the Company in relation to any supplies made by the Company under this contract on or after 1 July, 2000.
13. WARRANTY
 - a. All appliances sold pursuant to this contract carry the manufacturers warranty and conditions
 - b. All labour/installation work carries a 12 month warranty period from date of installation