

Prima Plumbing PTY LTD (ABN 35668552976)

Terms & Conditions

1. Definitions

ACL: Australian Consumer Law.

Agreement: These terms and conditions and any documents or agreements referenced herein.

Callout Fee: The fee applicable for dispatching a technician, as detailed in Clause 3.

Contractor: Prima Plumbing Pty Ltd, including its authorised agents, employees, successors, or assigns.

Contract Price: The total fee payable for the provision of services and materials.

Customer: The individual or legal entity engaging Prima Plumbing for services, or their authorised representatives.

Excavation Work: Any subsurface work, including relocation, repair, or removal of underground infrastructure exceeding 1.5 metres in depth.

Urgent Works: Services required on an emergency or expedited basis.

Materials: All components and supplies provided to fulfil the scope of work.

Progress Payment Schedule: A pre-agreed outline of payment stages relevant to project milestones.

Search and Investigation Work: Diagnostic activities to locate plumbing issues, including accessing concealed areas.

Third Party: A financing institution or entity arranged by the Customer to pay for works performed.

Works: All tasks, services, and materials supplied under this agreement, excluding diagnostic services unless explicitly agreed.

2. Scope and Commencement

Prima Plumbing endeavours to commence work promptly once the Agreement is signed, subject to resource availability and required approvals. Estimated dates are indicative only. Delays due to weather, supplier issues, or other factors beyond Prima Plumbing's control shall not justify termination.

Subcontractors may be engaged to perform the Works. All subcontractors hold appropriate licences, insurances, and qualifications. Completion is defined by delivery of functional work that is compliant with Australian Standards and free from major defects.

3. Callout Fees and Refund Eligibility

A **Callout Fee** applies to all bookings, regardless of time or day. The amount depends on when the Customer calls and the nature of the job, and the exact fee will be confirmed over the phone prior to dispatch.

- The Callout Fee is collected **on-site when the technician arrives**, before any work commences.
- If the Customer proceeds with the quoted works (and the job is **not an emergency or weekend service**), the Callout Fee will be **waived to \$0** and deducted from the final invoice.
- For **emergency callouts, after-hours, or weekend work**, the Callout Fee is **non-refundable** and will not be deducted from the final invoice.
- The Callout Fee covers travel, attendance, and preliminary site assessment prior to providing a fixed quote.

4. Variations and Additional Works

Any requested scope change must be agreed in writing before commencement. Prima Plumbing may carry out additional works without prior written approval if: - Urgent circumstances arise that require immediate attention to prevent injury, damage, or unsafe conditions; or
- The variation is required by a regulatory authority.

All such works will be documented and invoiced as variations.

5. Payment Terms

Invoices must be settled by the due date noted. If unspecified, payment is due upon receipt. A deposit may be required at signing, and progress payments are payable as per any agreed schedule.

- **Quote Validity:** Unless otherwise stated, written quotes remain valid for **7 days**. Prima Plumbing may reasonably adjust pricing if quotes expire or where supplier prices change prior to acceptance.
- Payments made by card may incur a surcharge.
- EFT payments must include remittance information.
- Third-party financed work will only proceed after approval confirmation.

Late Payments: Interest accrues daily at 1.5% per calendar month, compounding monthly.

Debt Recovery: The Customer is liable for recovery costs, including legal and administrative fees.

Prima Plumbing reserves the right to suspend or terminate work and reclaim materials if payment is not made on time.

6. Customer Responsibilities

The Customer must: - Provide safe and unobstructed site access, including power and water.

- Be present during internal work unless otherwise agreed.
- Remove fragile or personal items near work areas.
- Accept that **surface restoration** (tiling, landscaping, painting, etc.) is excluded unless specified.
- **Permits/Approvals:** Unless otherwise stated in writing, the Customer is responsible for obtaining any required consents, approvals, or permits (including strata/body corporate approvals) and for advising Prima Plumbing of site restrictions.

Pre-Existing Conditions: Prima Plumbing is not responsible for damage to existing, faulty, or fragile fixtures, including pipes, tiles, or fittings, that may fail during normal work.

Excavation/Concealed Services: The Customer acknowledges that excavation, concrete cutting or penetration can expose unknown utilities; Prima Plumbing is not liable for incidental damage to concealed services.

Access & Safety: If unsafe conditions or restricted access prevent work, additional fees may apply.

7. Quality Assurance and Warranties

All works comply with the **Home Building Act 1989 (NSW)** and Australian Standards. Materials are new unless otherwise specified.

- Defects must be reported within **7 days** of completion.
- Prima Plumbing must be provided reasonable access to inspect and rectify defects before third-party repair.
- Customer-supplied materials are excluded from warranty.
- Drain blockages and odour issues may reoccur and are not covered.
- **Jetting/CCTV/Drain Clearing:** High-pressure jetting or CCTV work may expose pre-existing defects and can result in further failure of compromised pipes. If equipment becomes lodged due to damaged/collapsed pipework, reasonable retrieval costs will be chargeable.

Workmanship Warranty: Prima Plumbing provides a **lifetime labour warranty** on workmanship for installations and repairs that are **non-serviceable** (for example, pipework, fixed fittings, or permanent installations). If a fault occurs due to workmanship, Prima Plumbing will return at no cost to rectify the issue. For **serviceable items**—such as tap servicing, washer replacements, and components that may be adjusted, tightened, or altered by the Customer after completion—warranty coverage applies for **12 months only** from the completion date. Issues arising from misuse, over-tightening, or subsequent interference are excluded from warranty.

Manufacturer Warranties: Apply to supplied parts and materials.

Material Substitution: Where an item is unavailable, Prima Plumbing may substitute an equivalent product of comparable specification following notification to the Customer.

8. Risk and Title

Ownership of Materials passes to the Customer only after full payment. Risk transfers upon delivery to site.

Until payment is complete: - Materials remain property of Prima Plumbing.

- The Customer must not alter or resell goods.

- Prima Plumbing may enter the premises to recover unpaid goods.

9. Insurance

Prima Plumbing maintains current **Public Liability (\$10M)** and **Workers Compensation** insurance. Certificates of currency are available upon request.

Home Building Compensation (HBC) Insurance: Where required under the **Home Building Act 1989 (NSW)** for residential building work, Prima Plumbing will obtain and provide evidence of **Home Building Compensation Fund (HBCF)** cover prior to taking any payment above the relevant threshold.

10. Cooling-Off Period (Contracts > \$20,000)

Customers may rescind within **5 business days** under s7BA of the **Home Building Act 1989 (NSW)** by giving written notice.

Prima Plumbing may deduct reasonable expenses for work or materials incurred before cancellation and will refund any balance due within seven days.

11. Termination and Default

Prima Plumbing may terminate immediately if the Customer: - Fails to make payment by the due date;

- Becomes insolvent or bankrupt;
- Denies site access; or
- Breaches these terms.

On termination, the Customer is liable for completed work, materials, and any loss or expenses incurred.

12. Cancellations

Cancellations must be made at least **24 hours before** the scheduled appointment. Late cancellations or missed appointments may incur a **\$99 cancellation fee**.

13. Dispute Resolution

Disputes must first be raised in writing. Parties agree to attempt resolution through discussion or mediation under **NSW Fair Trading** before pursuing legal action.

14. Privacy and Data

Prima Plumbing handles personal information in compliance with the **Privacy Act 1988 (Cth)**. Customer details are only used for service delivery, administration, and compliance purposes.

15. Intellectual Property

All designs, reports, photos, and documents created by Prima Plumbing remain its intellectual property until payment is received in full.

16. Indemnity and Liability

The Customer indemnifies Prima Plumbing for claims arising from unsafe conditions, misuse, or failure to comply with obligations.

Liability is limited to the re-supply of services or refund of the Contract Price, to the extent permitted by law.

Prima Plumbing is not liable for indirect, consequential, or loss-of-profit damages.

17. Reputation & Public Statements

Customers must not make false or misleading public statements (including online reviews).

Disputes should first be directed to Prima Plumbing for resolution prior to publication.

Prima Plumbing reserves the right to take reasonable steps to protect its reputation.

18. Promotional Offers

General Offer Rules:

- Not redeemable for cash and **not to be used in conjunction with other offers** unless expressly stated.
- Offers apply within standard business hours and service areas unless specified.
- Complimentary/"no-cost" inspections are **visual, non-invasive** and exclude reports; any recommended works are quoted separately and subject to availability.
- Priority booking promotions provide **best-efforts scheduling** and do not guarantee same- or next-day attendance.

Price Beat Guarantee: - Must be a **written quote dated within the last 7 days** from a licensed, GST-registered plumber.

- Excludes marketplace platforms (e.g. Airtasker, hipages).
- Must be for the **same scope of work and materials**.
- Must be presented **before quoting**.
- Offer does not apply to clearance pricing, special events, or non-comparable quotes.

Coupons:** Valid during business hours only; not redeemable for cash or combined with other offers.

Same-Day Response:

We aim to attend all bookings made before 12 PM on the same business day, subject to technician availability and workload.

Service timeframes are estimates only and not guaranteed.

Environmental Disposal: Removal/disposal of old units or waste may attract an environmental handling fee where applicable.

19. Security & Charge

To secure obligations, the Customer charges any legal or equitable interest in property owned now or in future to Prima Plumbing.

Prima Plumbing may lodge a caveat under the **Personal Property Securities Act 2009 (Cth)** until obligations are fulfilled.

20. General

This document represents the entire Agreement between the parties. Invalid clauses do not affect the remainder.

Updates to these terms take effect **30 days after publication or written notice**.

This Agreement is governed by the laws of **New South Wales, Australia**.

21. Website & Online Terms

- Contact details on the website (emails, forms, phone numbers) must **not** be used for spamming, scraping, cold calling, or involuntary marketing.
 - All website content (text, images, logos) is protected by copyright and must not be reproduced without prior written consent.
 - Information on the website is **general in nature** and provided in good faith; it is **not personal advice** and should not be relied upon without contacting Prima Plumbing for assessment of your circumstances.
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22. Marketing Communications (SMS/Email)

By engaging Prima Plumbing, the Customer may consent to receive service updates, reminders, and promotional communications.

- Communications comply with the **Spam Act 2003 (Cth)** and **Do Not Call Register Act 2006 (Cth)**.

- Customers can **opt out at any time** (e.g., reply STOP to SMS or use email unsubscribe).

- Priority booking promotions via SMS are subject to availability and standard charges unless stated otherwise.

23. Force Majeure

Neither party is liable for delay or failure to perform due to events beyond reasonable control, including but not limited to extreme weather, acts of God, strikes, industrial action, war, terrorism, epidemics, government action, or supply chain interruptions. Performance is suspended for the period of impact.

24. Environmental & Waste

Unless otherwise agreed, standard pricing excludes removal of asbestos/hazardous materials. Prima Plumbing does not handle asbestos. Where disposal of non-hazardous waste or old fixtures is requested, additional environmental handling fees may apply.