



TERMS AND CONDITIONS

1. Who we are and how these Terms work

1.1 These Terms apply to any Quote we give you and to any Goods and/or Services we supply to you under that Quote.

1.2 By accepting our Quote you agree to these Terms.

1.3 You can accept our Quote by clicking “accept” or a similar button in our quoting software, replying to our email containing the Quote, signing the Quote, or paying a deposit or part of the Price.

1.4 In these Terms:

(a) **Business Day** means a day the banks are open in the state or territory where our business is based, excluding weekends and public holidays.

(b) **Defect** means a fault, defect or error in the Goods or Services caused by our breach of these Terms.

(c) **Goods** means any material, products, parts, fixtures, fittings or equipment we supply with the Services.

(d) **GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth). (e) **Price** means the price for the Goods and Services set out in the Quote.

(f) **PPSA** means the Personal Property Securities Act 2009 (Cth).

(g) **PPSR** means the Personal Property Securities Register established under the PPSA.

(h) **Quote** means the Quote we give you for the Goods and Services, and any Goods and Services we supply under it.

(i) **Security Interest** has the meaning given under the PPSA.

(j) **Services** means general handyperson work such as repairs, minor installations, carpentry, painting, flat-pack assembly, minor property maintenance, or other work described in the Quote, but does not include work requiring a specific trade licence (including electrical, gas fitting, plumbing, roof plumbing, waterproofing or restricted locksmith work), or work over the unlicensed work threshold for your state.

(k) **Terms** means these Terms and Conditions.

(l) **Variation** means any request by you to vary the Goods and/or Services.

(m) **We/Us/Our** means Queer Cut Solutions ABN 93 186 909 514



(n) **You/Your** means the Customer named in the Quote.

2. Scope of work and exclusions

2.1 The Goods and Services we supply are described in the Quote. If you request extra Goods or Services, we may issue an amended or further Quote, also subject to these Terms.

2.2 Any exclusions are listed in the Quote.

2.3 Unless the Quote says otherwise, our Price does not include:

- (a) making good or repairing existing defects;
- (b) dealing with asbestos, mould, contamination or hazardous materials;
- (c) upgrades required to meet new or changed laws, codes or standards after the Quote date; or
- (d) fixing existing electrical, plumbing or structural issues that are not compliant or safe.

2.4 Our Services are limited to what's expressly set out in the Quote. Anything not specifically described as included is excluded.

2.5 If a job turns out to need a licensed trade (such as electrical or plumbing work), or exceeds the unlicensed work threshold for your state, we'll tell you and may need to refer that part of the work to a licensed contractor.

3. Price, variations and additional costs

3.1 The Price is the amount in the Quote, exclusive of GST unless we say otherwise.

3.2 The Price is based on the information you give us. If it's wrong, incomplete or changes, we may need to revise the Price.

3.3 Equipment and material outlays, such as replacement parts, hardware or fixtures, are included or added to the Price as stated in the Quote.

3.4 If you ask us to change the work, or supply more Goods or Services after accepting the Quote, that's a Variation. You can approve it by email, SMS, through our quoting software, verbally on site, or by asking us to proceed with the extra work. Where there's a Variation, we may give you an updated Quote, or charge our standard hourly rates and materials as reasonably required.

3.5 You agree to pay any extra costs we reasonably incur because of:

- (a) delays caused by you or others on site, including access issues or the site not being ready;
- (b) hidden conditions, such as hidden pipework, cabling or structural issues;
- (c) attending outside normal business hours at your request; or
- (d) extra safety, induction or site requirements not disclosed before the Quote.



3.6 Any time estimate we give is an estimate only, not a fixed commitment, unless stated otherwise.

4. Deposits and payment terms

4.1 If a deposit is shown in the Quote, you must pay it by the stated date. We won't order materials or start work until it's paid.

4.2 Unless the Quote says otherwise, we may invoice the Price as progress payments as work is completed and/or materials ordered, with the balance due on completion.

4.3 All invoices are due by the date shown, or within 7 days of the invoice date if none is shown.

4.4 If you don't pay on time, we may, without limiting our other rights: stop work and withhold delivery; charge interest on overdue amounts at the RBA cash rate plus 8% per annum, calculated daily; and recover all reasonable legal, collection and enforcement costs from you as a debt.

5. Ownership and risk in goods

5.1 We retain ownership of all Goods until we receive full payment of everything you owe us, not just the amount for those Goods.

5.2 Risk in the Goods passes to you when they're delivered to your site, or collected by you or your carrier, whichever happens first.

5.3 Until you've paid us in full, you hold the Goods as bailee for us, must not sell, lease, charge or otherwise deal with them outside the ordinary course of business (where you're a business customer), and if you do sell them, we hold a Security Interest in the sale proceeds until paid.

5.4 Nothing in this clause limits risk passing to you under clause 5.2, or our right to recover payment for Services already performed.

6. Access, site conditions and underground services

6.1 You must give us clear, safe and timely access to the site during normal working hours, and keep it reasonably clean, accessible and ready for work.

6.2 You're responsible for clearly marking and telling us about underground or hidden services (pipes, cables, drains) before we start, and for telling us about any known asbestos, hazardous materials or safety issues.

6.3 You must obtain any approvals or consents needed for the Services, including from a landlord, body corporate, strata manager or council where applicable.

6.4 We're not liable for damage to underground or hidden services that weren't clearly marked or disclosed before we started. You indemnify us for any loss, cost or claim from damage to any unmarked or undisclosed service, to the extent caused by your failure to disclose it.



6.5 If we find asbestos, hazardous materials or unsafe conditions, we may stop work immediately, and charge for extra time and costs if you ask us to proceed once it's made safe.

7. Defects and Australian Consumer Law

7.1 You must inspect the Goods and Services as soon as possible after delivery or completion.

7.2 If you believe there's a Defect, you must notify us in writing within 7 days of delivery or completion, give us details and photos, and give us reasonable, timely access to inspect and fix it.

7.3 If we agree there's a Defect caused by our breach of these Terms or the Quote, we will, at our option, repair the Goods or re-perform the Services, replace the Goods, or refund or credit the relevant portion of the Price.

7.4 Our liability for defects is limited to the remedies above, except where the law, including Australian Consumer Law, doesn't allow us to limit it.

7.5 Nothing in these Terms excludes, restricts or modifies any rights you have under the Australian Consumer Law or any other law that can't be lawfully excluded, restricted or modified.

7.6 Where you're a consumer under the Australian Consumer Law, our Goods and Services come with guarantees that can't be excluded: a major failure with the Services entitles you to cancel and get a refund of the unused portion or compensation for its reduced value, and a major failure with the Goods entitles you to a replacement or refund.

8. Your responsibilities

8.1 While we carry out the Services and/or install the Goods, you agree to: give us all information we reasonably need; provide access to the work area, power and water where needed; restrain pets and young children while we're working, especially around tools or machinery; follow our reasonable directions about operating or maintaining your Goods; secure or remove cash, fragile and valuable items before our visit; nominate a representative to be present at the start and finish of the Services if we ask; pass on any specific maintenance instructions, noting we're not liable for issues caused by not receiving them; and not misuse, alter or tamper with the Goods, and ensure others don't either.

8.2 You warrant you're authorised to instruct us to carry out the Services at the premises and to accept these Terms.

9. Limitation of liability

9.1 To the maximum extent permitted by law, our total liability to you for all claims connected with the Quote, Goods, Services or these Terms is limited to the amount you've paid us for the relevant Quote. We're not liable for loss of profit, revenue, business, goodwill or savings; loss of data or production; indirect or consequential loss; or loss caused by events outside our reasonable control, or by your acts or omissions, or those of your workers, contractors or other trades.



9.2 Nothing in these Terms excludes or limits any rights you have under the Australian Consumer Law.

9.3 To the maximum extent permitted by law, we're not liable for any pre-existing condition, latent defect, fair wear and tear, or any outcome caused by your failure to follow our instructions.

10. Security Interest (PPSA)

10.1 These Terms create a Security Interest in the Goods and related proceeds in our favour under the PPSA until we're paid in full.

10.2 You consent to us registering our Security Interest on the PPSR and agree to help with that registration if we reasonably ask.

10.3 To the extent permitted by law, you waive your right to receive notices or statements under the PPSA that we're allowed to exclude.

11. Cancellations, postponement and termination

11.1 If you cancel or postpone after accepting the Quote, you must pay for all Goods already ordered or supplied, all work done to that date, and any reasonable costs we incur because of the cancellation.

11.2 If you cancel, postpone, or fail to provide access on short notice, we may also charge a reasonable call out, wasted attendance or rescheduling fee.

11.3 We may suspend work or end this agreement immediately if you fail to pay an amount owing and don't fix it within 5 Business Days of us asking in writing, are insolvent or in administration or liquidation, or seriously breach these Terms and don't fix it within 10 Business Days of us asking in writing.

11.4 Ending our agreement doesn't affect either party's rights up to that date.

12. Disputes

12.1 If there's a dispute, both parties will try to resolve it in good faith within 10 Business Days, and consider mediation before court proceedings if it's not resolved.

12.2 This doesn't stop either party seeking urgent injunctive relief from a court at any time.

13. Photos and marketing

13.1 We may take before and after photos or videos of the work for our own records and marketing, including social media and our website, unless you ask us not to.



- 13.2** Before we publish any photo or video that shows your property, address, or you or your family identifiably, we will ask for your separate consent (a text message reply is enough) and keep a record of it. This clause does not itself give us that consent.
- 13.3** You can withdraw consent for future use at any time by telling us in writing. This does not require us to take down material already published unless you specifically ask us to and we agree.
- 14.** General
 - 14.1** Force Majeure: we're not responsible for delays or failure to perform caused by events beyond our reasonable control, including extreme weather, supply chain issues, strikes, accidents or government restrictions.
 - 14.2** Subcontractors: we may use subcontractors to help provide the Goods or Services, and remain responsible for their work.
 - 14.3** Entire Agreement: the Quote and these Terms are the entire agreement between us for the work in the Quote.
 - 14.4** Variations: any change to these Terms must be in writing and agreed by both parties (email or SMS counts as writing).
 - 14.5** Governing Law: these Terms are governed by the laws of the state or territory where our business is based, and the parties submit to the courts of that state or territory.