

Terms and Conditions of Trading
Authority to proceed, (written or verbal or any other way conveyed);
automatically constitutes acceptance of the following terms and conditions
of trading. Wrought Iron & Patios.

- 1) All prices are inclusive of gst
- 2) Material and installation prices maybe on same invoice but will be deemed to be two distinct and separate prices.
- 3) Prices are ex factory unless otherwise stated
- 4) All quotes are subject to All-Ways Home Improvements (further referred to as AWIP) site measure/inspection unless measurements supplied by client.
- 5) AWIP is not and will not be responsible for the replacement of pavers or turf of any sort that are damaged in the course of installation. Likewise AWIP will not replace pavers or turf of any sort that has been removed for installation purposes, unless agreed prior to start of installation.
- 6) Measurements submitted by client/third party or representative of, not represented by AWIP will be priced upon accordingly, all differences or discrepancies in size or design shall deem the quote invalid thus requiring an adjustment to reflect the difference.
- 7) All responsibility for measurements supplied to AWIP by third party not representing AWIP shall remain with the third party.
- 8) Any request to return stock after the contract is entered will result in a re stocking charge.
- 9) Quotes are valid for a period of thirty days, unless alternative arrangements have been made.
- 10) No allowance is made for crane hire, core drilling, scaffolding or any related costs/invoices. All unforeseen expenses relating to the work while in progress or while installing shall become payable by client.
- 11) No work will commence until deposit has been paid.
- 12) All drawings and designs produced by AWIP remain the intellectual property of AWIP any reproduction without permission from AWIP is a breach of copyright.
- 13) All photographs taken by member of AWIP staff or representative remain the property of AWIP. The customer by acceptance of the quotation hereby grants AWIP permission to re produce the photograph in any form required for the purpose of advertising AWIP.
- 14) 30% deposit of total invoice price to be paid as deposit, balance due upon pick up or dispatch from AWIP. Including jobs that are to be stored on site to be installed. Installation cost and material cost shall be deemed two separate costs.
- 15) Installation of jobs requires the material component to be settled prior to installation of work. Upon completion of the installation the customer has 7 days from completion to settle the outstanding installation amount.
- 16) Warranty of products is 12 months; the warranty begins at the date that delivery is made or completion of installation.
- 17) The customer has 7 days from receiving goods, or from completion of installation to report defects in the product that may cause the customer to delay payment. After the lapse of the 7 day period the total balance of the work will be due and payable and the defect will be repaired as soon as possible under the warranty provided.
- 18) Damage caused by any means including accidental or intentional, acts of god or terrorism shall pass to the customer upon receiving the product and/or leaving the premises of AWIP.
- 19) Until payment of the invoice price the title to any goods or services shall not pass to the customer.
- 20) Upon non payment within the trading terms, AWIP shall have the right, and is authorised by the customer to enter into any premises or vehicle where the goods may be stored or in use from time to time, with or without others, and to retake possession of and remove the same, the customer hereby indemnifies AWIP against any claim, action or any damages arising out of any such action, and against the cost of the same.
 - 20a) if the customer defaults in payment of any extended account (maximum 7 days) then all monies owing to AWIP shall be due and payable. The debt will be subject to collection charges which will be added to the account, and interest at the rate under section 32 of the supreme court act 1932 will be claimed up to and including the date on which the debt is paid in full, and;
 - 20b) All debts outstanding and in dispute or not shall give AWIP due cause to lodge legal action against the encumbered party within the Courts of Australia.
 - 20c) All debts outstanding and in dispute or not shall give AWIP due cause to register the encumbered party with Dun & Bradstreet for registration onto their credit default register , upon settlement of the account AWIP shall notify Dun & Bradstreet of the progress and duly so Dun & Bradstreet shall remove the details of the encumbered party from the data base.
 - 20d) All debts outstanding and in dispute or not shall give AWIP due cause to 1) alert Dun & Bradstreet (AWIP is subscribed member) 2) lodge a caveat over any property required, until such time the matter is settled.
 - 20e) All expenses incurred by AWIP in recovering the monies due, inclusive of legal representation costs, company title searches, and all debt collectors fees and disbursements, any costs in relation to credit reference checks and access to credit history and reporting of credit dishonor to Veda Advantage Australia for registration onto the credit default register shall be a debt due and owing to AWIP.
 - 20f) Companies and trusts of any kind: directors and trustee beneficiaries guarantee, by virtue of acceptance of the quote whether written or verbal, that the assets of the trust or company shall be available to pay any amounts due and owing by the company or trust to settle the AWIP account. Upon liquidation of a company or winding up of a trust AWIP will instruct Dunn & Bradstreet to act as our representative and shall therefore proceed to claim any monies owing.
- 21) Legal proceedings: regardless of any application to the contrary, the operations of AWIP are governed by the laws of Western Australia, any action initiated by AWIP against the customer, and or any action initiated by the customer against AWIP, will take place under the laws of Western Australia, and in the courts, (regardless of the amount) which are located in the City of Perth.