



Standard Trading Terms 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) All quotes are subject to All-Ways Wrought Iron & Patios (further referred to as AWIP) site measure/inspection unless measurements supplied by client.
- 4) 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.
- 5) Site plans, Floor plans and Elevation plans must be submitted to AWIP prior to building licence application, AWIP will not attempt to re produce any plans by way of drawing or contracting a draftsman to do so. All plans supplied to AWIP are deemed to be the working drawings used to build the premises that the patio will be installed to.
- 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 into will result in a restocking charge, cancellation of contract after shire submission will forfeit the deposit paid, cost of shire applications and all associated costs required for Shire submission. Cancellation of contract after materials are ordered will forfeit deposit and progress payment number one, cancellation of contract after delivery and prior to / or during installation will forfeit deposit, progress payment number one and progress payment number two.
- 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 unless specified on quote. All unforeseen expenses relating to the work while in progress or while installing shall become payable by client.
- 11) No work including engineering drawings, shire applications, manufacturing or installations will commence until deposit and appropriate progress payments have been paid.
- 12) Weather : If at any time during installation the weather conditions prevent safe installation due to rain, heat or any other natural occurrence, it is the right of the installer to cease work and continue at a later date.
- 13) All drawings, designs produced by AWIP including building licences granted to or commissioned by AWIP remain the intellectual property of AWIP any reproduction or acting upon without permission from AWIP is a breach of copyright.
- 14) By virtue of supplying the appropriate drawings and plans the client is giving permission to AWIP to reproduce them for the purpose of shire applications.
- 15) 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 photograph the site and finished/ unfinished product and permission to re produce the photograph in any form required for the purpose of advertising AWIP.
- 16) 5% of total invoice price to be paid as deposit, progress payment number one equal to 50% of total payment due on receipt by AWIP the shire approval prior to installation commencement. Progress payment number two is 40% of invoice total, due on delivery of materials prior to installation commencement. Final payment is balance of invoice total due upon practical completion.
- 17) The customer has a maximum of 7 days 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) Liability for 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. Including deliveries to site by third party suppliers of materials.
- 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 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 lodge a caveat over any property required, until such time the matter is settle. Registering an interest in the property on the Title Deed of the property.
 - 20e) All expenses incurred by AWIP in recovering the monies due, inclusive of legal representation costs, caveat fees, 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, and shall be added to the outstanding invoice prior to initiating legal action.
 - 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.

Authority to proceed written, verbal or any other way conveyed constitutes acceptance of the above conditions.

