Services Agreement

This Agreement is between Reed Plumbing and Drainage Solutions Pty Ltd, otherwise known as Mr Leak Detector and Mr Pipe Relining ("**we**", "**us**", or "**our**") and you (the **Customer**).

1. Commercial Details

1.1. **End Customer** means the Customer's clients

1.2. **Fees** means the fees set out in a Quote, and any fees for variations or additions to the Services

1.3. **Payment Terms** means the payment terms as set out in the Quote

1.4. **Services** means the services set out in the Quote or as communicated by us to the Customer

1.5. **Service Request** means a written or verbal request for Services by a Customer or an End Customer

1.6. **Site** means the Customer or End Customer's property at which the Services are performed

1.7. **Quote** means our quote for the Services provided to the Customer, whether in written form or as communicated to the Customer or End Customer from time to time

2. Term and Appointment

2.1. The Customer appoints us to provide services directly to the Customer or the End Customer, as the case may be.

2.2. We will provide the Services, as set out in our Quote and in accordance with this Agreement.

2.3. The terms set out in this Agreement are effective and deemed to be accepted (irrespective of whether this Agreement is signed) by the Customer on the earlier of:

a) the Customer's acceptance of a Quote in writing; or

b) the Customer's instructions to proceed with the Services.

(**Commencement Date**).

2.4. This Agreement commences on the Commencement Date and continues in perpetuity unless terminated by either party in accordance with this Agreement (**Term**).

2.5. This Agreement constitutes a "standing offer" under which, during the Term, we may provide Services under separate Quotes, and each Quote is subject to, and will be governed by, this Agreement.

2.6. To the extent of any inconsistencies between this Agreement and a Quote, the terms of this Agreement will prevail.

3. End Customers

3.1. The Customer may make a Service Request on behalf of an End Customer.

3.2. The Customer must ensure that the End Customer agrees and, to the extent applicable, complies with the terms of this Agreement.

3.3. The Customer acknowledges and agrees that where the Customer has ordered Services on behalf of an End Customer, the Customer remains solely responsible for the End Customers acts and omissions.

4. Warranties and Representations

4.1. By entering into this Agreement, both parties represent and warrant that they are solvent and have all necessary rights, authorities, and consents to perform their obligations under this Agreement.

4.2. The Customer acknowledges that, and will ensure the End Customer acknowledges that, all information contained in a Service Request is complete and accurate, and we rely on the accuracy and completeness of such information.

4.3. Any deficiencies or inaccuracies in information contained in the Service Request, or otherwise provided by the Customer or End Customer in relation to the Services, will be the Customer's sole responsibility.

5. Customer Acknowledgements

5.1. **Access**

a) The Customer must provide, and will procure that End Customers will provide, us with uninterrupted access to the Site in order to deliver the Services.

b) If a Customer or End Customer fails to provide us with access in accordance with the above, we will not be liable for delivery of the Services, and the Customer must pay all reasonable expenses incurred by us in attempting to perform the Services.

5.2. **Service Location**

a) The Customer acknowledges, and will ensure any End Customer acknowledges, that:

(i) Service Location is not always accurate and various factors involved in this procedure can generate false readings; and

(ii) any line located by us will be exposed by manual excavation only and we will verify its exact location before performing any work.

b) The Customer unconditionally and irrevocably releases us from all liabilities, claims, loss or damage arising from or incurred as a result of this procedure.

5.3. **Pipe Damage and Blockages**

a) The Customer acknowledges and agrees, and will procure that End Customers acknowledge and agree that:

(i) pipes may be affected or damaged by plant/root growth and/or blockages and the removal of root growth and/or blockages cannot permanently fix such damage. We make no warranty that the same or similar problems will not recur without permanent repairs to the affected pipes;

(ii) if the Customer or End Customer requests special treatment or services and/or replacement of damaged drains due to blockages or similar conditions, this will incur an addition charge, as determined by us; and

(iii) should any of our equipment become lodged or damaged as a result of an inspection or treatment of damaged drains or blockages, we will be entitled to take any reasonable action to retrieve, or, where retrieval is not possible, replace such equipment or items at the Customer's expense.

5.4. **Excavation and Asbestos**

a) The Customer acknowledges and agrees, and will procure that End Customers acknowledge and agree that the Services under this agreement does not include (without limitation) the following:

(i) excavation, removal of excess soil, rock or other materials which may be discovered during excavation; or

(ii) identification or removal of asbestos material which may be discovered during or after the completion of any works under this agreement.

5.5. For the avoidance of doubt, the Customer will be liable for any additional fees and costs incurred by us in relation to the above matters.

6. Fees and Payment

6.1. The Customer must pay, or procure the End Customer to pay, the Fees in accordance with the Payment Terms, as set out in the Quote.

6.2. The Customer acknowledges that it is liable for the payment of the Fees.

6.3. The Fees stated in the Quote are based on the assumption that all existing plumbing, including any existing installations, fixtures, drains, pipes or plumbing/sewerage systems at the Site (**Existing Plumbing**) comply with all law, regulations and relevant Australian standards. The Customer agrees that any work required to bring Existing Plumbing into compliance shall constitute a variation and may incur additional fees. We make no warranty in relation to any Existing Plumbing.

6.4. If the Customer is delayed in payment of the Fees, we may, at our election:

a) immediately cease providing the Services;

b) charge the Customer interest on the outstanding amounts at the rate prescribed by the Penalty Interest Rates Act 1983 (Vic) from the due date of payment until the date payment including interest is made in full; or

c) assign to a third party the right to render invoices and pursue and receive payments, and charge the Customer for any reasonable fees or legal costs incurred by us in pursuing such outstanding payments.

6.5. GST and any other applicable taxes are payable at the applicable rate on all amounts chargeable under this Agreement.

6.6. For a private customer, the payment is 30% deposit on acceptance of quotation or prior to commencement on the job and a final payment to be made on the completion day, unless specified on the due date of the invoice.

7. Security

7.1. The Customer agrees that this Agreement (together with the Quote) covering any Services, constitutes a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) (**PPSA**).

7.2. The Customer gives us a security interest in all present and future property acquired or held with respect to any amount owing and unpaid to us pursuant to the Quote, Fees, Services and this Agreement.

7.3. The Customer waives any right the Customer has under the PPSA to receive notice in relation to registration events.

8. Termination

8.1. We may terminate this Agreement immediately upon notice to the Customer where:

a) the Customer has failed to pay the Fees;

b) the Customer commits (including as a result of an act or omission of the End Customer) a material breach of this Agreement which is incapable of being remedied or, if the material breach is capable of being remedied, is not remedied within 14 days after being required in writing to do so; or

c) the Customer is or represents that it is insolvent, or has an administrator, liquidator or receiver appointed, or enters or threatens to enter into bankruptcy; and

d) otherwise, at any time without cause, by giving the Customer no less than 14 days' notice in writing.

8.2. On termination of this Agreement for any reason, the Customer must pay all outstanding Fees within 7 days from receipt of an invoice.

9. Indemnity

9.1. The Customer is liable for and indemnifies us and our personnel from and against all liabilities, expense, loss, cost, damage or claim (including legal costs) incurred or suffered by us in connection with:

a) real or personal property damage at the Site;

b) injury to any person at the Site;

c) breach of this Agreement by the Customer;

d) Service Location Services, Pipe Damage and Blockage or Existing Plumbing (as described in clause 4);

e) the End Customer's failure to pay the Fees (if applicable); and

f) any claim made by the End Customer.

10. Liability

10.1. To the maximum extent permitted by law, we exclude all representations, warranties, or terms implied by law, and any and all liability for loss, cost, damage, expense, or claim suffered or incurred by the Customer, including its directors, officers, employees, agents, contractors or sub-contractors, successors, and assigns, or the End Customer in connection with this Agreement.

10.2. We shall not be liable for any damage caused by defects in or unsuitability of the Customer or End Customer's fixtures, fittings or materials and/or equipment for their purported or intended use.

10.3. We shall not be held liable for delays or incomplete work due to weather conditions, safety (including the discovery of asbestos or defective wiring), shortage of labour hire, machinery or materials outside our direct control.

10.4. Notwithstanding any other provision of this Agreement to the contrary:

a) in respect of any liability of us that cannot be excluded, our liability is limited to either, at our discretion:

(i) the reperformance of the Services; or

(ii) a refund of the Fees paid for the relevant Services, and

b) neither party shall be liable for consequential loss.

11. General

11.1. **Dispute Resolution**: If a dispute arises between the parties, either party may give notice of the dispute (**Dispute Notice**) to the other party. If a Dispute Notice is given:

a) the parties must negotiate as soon as possible in an effort to resolve the dispute; and

b) if the dispute is not resolved within 21 days of the Dispute Notice being given, the parties must instruct the President of the Law Institute of Victoria to appoint an independent mediator to attempt to resolve the dispute by mediation and the parties must participate in the mediation at the earliest possible opportunity and in good faith. The costs of the mediation must be equally shared by the parties.

11.2. **Confidentiality:** Each party agrees to keep the other party's confidential information secret and not use or disclose it to any person without the written consent of the other party, except to the extent necessary to:

a) perform its obligations under this Agreement;

b) obtain professional advice in relation to this Agreement; or

c) comply with disclosure obligations required by law, provided that the other party is given reasonable notice of the required disclosure.

11.3. **Entire Agreement**: The terms of this Agreement contain the entire agreement between the parties, and superseded and replace any prior representations, negotiations, or agreements, in respect of that subject matter.

11.4. **Assignment**: The Customer must not assign, transfer, or novate its rights or obligations under this Agreement except with our prior written consent, which may be withheld or delayed at its discretion. We may assign, transfer, or novate its rights or obligations under this Agreement without the Customer's consent.

11.5. **Force Majeure:** A party's obligations are suspended during the time and to the extent that it is affected by an event or circumstance beyond its reasonable control (**Force Majeure Event**), save for the obligation to pay. If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by written notice.

11.6. **Governing Law**: This Agreement is governed by and is to be construed in accordance with the laws of Australia, Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

11.7. **Severability**: If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

11.8. **Survival**: Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.