

Titan P.G.E Terms and Conditions of Trade

By instructing the Plumber to supply the Goods, and/or Services, through means of verbal, written or acceptance of digital estimate or quotation, the Client acknowledges that it has/they have read and agrees to be bound by the terms of this agreement

1. Definitions

Plumber means Titan P.G.E. Client means the client as per the front of the invoice or their authorised representative. Goods means the goods supplied by Plumber to Client under this agreement. Client-Supplied Goods means any fixtures, fittings, or materials provided by the Client for the Plumber to install, for which the Plumber assumes no liability regarding the quality or function of the item itself. Intellectual Property Rights means any, and all intellectual and commercial property rights throughout the world including, without limitation, copyright trademarks whether registered or unregistered, designs, patents, confidential information, knowledge and trade secrets, whether or not now existing and whether or not registered or registrable and includes applications for and any right to apply for registration of such rights and includes all renewals and extensions. Order means an order placed by Client with Plumber for the supply of Goods and/or Services whether the Plumber has issued an estimate of quotation for the supply of the Goods and/or Services. Quotation means a documented breakdown or estimate of costing to action and complete an Order placed by Client with Plumber for the supply of Goods and/or Services, quotations and estimates are converted to an Invoice on the grounds of verbal, written, or acceptance of a digital estimate or quotation. PSA means the Personal Properties Securities Act 2011 (Cth). Price means the price of Goods and Services set out in the Plumber's tax invoice, and includes the Goods and Services Tax (GST), postage, handling, freight, and other charges affecting the cost of the Goods or Services. Services means goods supplied, and/or time allocated to conduct duties by the Plumber to the Client under this agreement. Flat-Rate Price means a fixed fee quoted by the Plumber for a specific Service or task as listed in the Plumber's price guide, based strictly on Standard Conditions, accessible locations, and the use of commonly stocked parts, as defined herein. Non-Standard Condition means any factor encountered during the Service that falls outside of the initial Quoted scope, including but not limited to, restricted or confined access, hazardous materials, non-stocked parts, or pre-existing structural impediments. Any applicable Flat-Rate Price is exclusive of costs associated with a Non-Standard Condition. Supplementary Charge means an additional fee applied to the Price where the Plumber encounters a Non-Standard Condition, requires additional labour or materials due to Client action, or performs work outside the scope of the initial Flat-Rate Price or Quotation. Making Good refers to the repair, restoration, or replacement of walls, ceilings, floors, tiles, paint, or other non-plumbing surfaces that have been removed, drilled, or damaged to gain necessary access to concealed pipework or complete the Services. Standard Servicing Area means the list of suburbs and postcodes explicitly listed on the Plumber's official website at <https://titanpge.com.au/service-locations>. Any location outside of this list is considered a Non-Standard Servicing Area. Standard Business Hours means 8:00 am to 6:00 pm on Monday to Saturday, excluding Sundays and Public Holidays in South Australia.

2. Estimate, Quotation and Orders

1. Unless previously withdrawn, a quotation issued by the Plumber is open for acceptance for seven (7) calendar days from the date the quotation is generated. The Plumber reserves the right to refuse any Order placed by the Client at any time through verbal, written, or digital notification, up until the end of business on the date that the Order is to be actioned.
2. Any quotation is based on the Plumber's professional estimation of where existing drainage, sewer pipes, water, or gas lines and electrical cables have been laid. If this is not the case, or if they are inaccessible or unusable in their present state, the Plumber reserves the right to issue a supplementary quotation addressing the Non-Standard Condition.
3. Once an Order has been accepted by the Plumber, the Client cannot cancel it without the express consent of the Plumber. Where the Plumber has already ordered goods from a third party, cancellation will only be possible if the Plumber can return the goods to the third party at no loss to the Plumber. If goods are unable to be returned and the Plumber is unable to complete the Order due to the Client's actions and cancellation, the Client will be held liable for all costs of goods, and services already ordered, and/or supplied for the Order.
4. The Plumber may, at any time after acceptance of an Order, cancel the supply of Goods or Services, or any part of them, and the Plumber will not be liable for any loss or damage suffered by the Client as the result of such cancellation.
5. If there is any change, variation in the Goods or Services to the subject of the Order, or any extra work conducted by the Plumber, these will be charged by the Plumber as a Supplementary Charge based on the materials and labour required, and may be reflected as a Non-Standard Conditions Surcharge in the Plumber's tax invoice

3. Price and Payment

1. The Price displayed on the Final Invoice (which may be a Flat-Rate Price) is accurate and binding at the time of issue, providing that it is not subject to rectification or adjustment due to a Non-Standard Condition or the conditions stated in 3.2 and 3.4. The Price is payable in the full without any deduction when the Goods or Services are supplied unless otherwise agreed in writing by the Plumber. Payment is due on date of Invoice, date of completion of work, unless otherwise agreed in writing by the Plumber. Where deposits are required, or part payments/instalments are requested by the Plumber, these are to be made on the dates set out on your Quotations and Invoices, these are subject to rectification due to a Non-Standard Condition or the conditions stated in 3.2, 3.3, 3.4, and 3.8.
2. If the supply of Goods or Services is on account. Client must have submitted a credit application which is approved in writing by the Plumber. In that case, payment must be made in accordance with the terms of the account application.
3. Interest and other charges on overdue amounts are governed by Clause 8 (Overdue Accounts and Debt Recovery Costs).
4. Payments must be made by one of the Plumber's accepted payment methods at the time payment that the Price is due. If payment is not made by cash, then payment will not be deemed to have occurred until the full Price has been cleared and is available for Plumber's use.
5. Where the Client cancels an agreed Order with less than twenty-four (24) hours notice, or where the Plumber arrives at the agreed location and is unable to gain safe or appropriate access to commence the work, the Plumber reserves the right to charge a Service Fee equivalent to one (1) hour of standard labour as compensation for lost time and travel costs.

6. Any initial Service Fee or Inspection Fee quoted by the Plumber is a charge for attendance and diagnosis, and is payable in full. This fee is non-refundable, irrespective of the Client's decision to accept the subsequent quotation for the full repair, unless otherwise agreed in writing.
7. Free Quotations and Call-Out Policy
 1. Free Quotations: The Plumber provides free, non-binding quotations based on information provided over the phone, messenger, or email. On-site consultations required to determine the scope of work, or visits to Non-Standard Servicing Areas, may incur a Supplementary Charge as defined in the Diagnostic Fee (Clause 7).
 2. No Call-Out Fee Policy: The advertised "No Call-Out Fee" applies strictly during Standard Business Hours and within the Standard Servicing Area for general plumbing services.
 3. A flat-rate fee will be charged and advised to the Client upfront for:
 - a. All Services requested outside of Standard Business Hours.
 - b. Emergency Services (any Service requested to commence within two hours of the call).
 - c. All Services supplied in a Non-Standard Servicing Area
8. Overdue Accounts and Debt Recovery Costs
 1. Payment for all Goods and Services is due in full by the date specified on the Plumber's invoice.
 2. If the Price remains unpaid fourteen (14) days after the due date, the Client agrees and acknowledges that the outstanding balance shall immediately become subject to the following late payment charges, which are a genuine pre-estimate of the Plumber's loss and administrative costs:
 - a. Overdue Administration Charge: A \$40.00 fixed administrative charge applied once per overdue invoice.
 - b. Default Interest: Interest calculated at a rate of one and a half percent (1.5%) per month (compounding monthly) on the outstanding balance, calculated daily from the due date until the date of full payment.
 3. The Plumber reserves the right to suspend or withhold any further work or Services, including warranty work, until the outstanding balance, including all accrued charges, is paid in full.
 4. The Client shall be liable for and must immediately pay all costs and disbursements incurred by the Plumber (including, but not limited to, internal collection costs, legal costs on a full indemnity basis, and fees charged by a mercantile agent or debt collection agency) in connection with the recovery or attempted recovery of any overdue amounts under this agreement.

4. Supply of Goods and Services

1. Goods and Services will be supplied to the Client's address on the quotation unless otherwise notified to Plumber by Client.
2. Client must ensure that there is clear, safe, and adequate access to the area where the Goods are to be delivered, and/or the Services rendered. The Plumber will not be liable for any loss or damage suffered by Client or its property because of inadequate access. The Client will be accountable for any loss or damage suffered by the Plumber because of delays, known or unforeseen, these will be charged by the Plumber as a Supplementary Charge based on the delay incurred, and will be shown as a Non-Standard Conditions Surcharge in the Plumber's tax invoice.
3. The Plumber may deliver Goods or Services in instalments. If separate invoices are raised for each instalment Client must pay the invoice in accordance with the terms of this agreement and is not entitled to wait until all instalments of the Goods or Services have been supplied.
4. The Plumber will use its best endeavours to supply Goods or Services in accordance with the quotation but will not be liable to Client for any delay in the supply of the Goods or Services no matter what the reason, including negligence by the Plumber.
5. Postponement of supply of Goods or Services by the Client, through action or inaction by the Client, may incur an additional fee which will form part of the Price, these will be charged by the Plumber as a Supplementary Charge and will be shown as a variation in the Plumber's tax invoice.
6. Client agrees to clear, safe, and adequate access to the area where Goods and Services are rendered. Where access to concealed pipework necessitates the drilling, cutting, or removal of walls, ceilings, floors, cabinetry, or tiles (Demolition) to carry out the Services, the repair and restoration of these non-plumbing surfaces (Making Good) are the sole responsibility of the Client and are not included in the Price. The Plumber will take reasonable care to minimise disturbance, but permanent restoration remains the Client's cost and obligation. This clause also applies to the purpose of recovering Goods supplied if the Client has not fulfilled their Payment obligations.
7. Where the Plumber is unable to reasonably recovery Goods supplied and installed at the Client's address, the Plumber reserves the right to seek 3rd party action, legal counsel, or act through means to restrict, and/or deny services to the Client until the outstanding Price has been settled.

5. Title and Risk

1. The risk of loss or damage to the Goods passed to Client when the Goods are delivered to the Clients address on the quotation or any other address notified to the Plumber by Client.
2. Notwithstanding delivery of the Goods to Client, title in the Goods will not pass to the Client until the Clients payment has been processed or otherwise received by Plumber. If Clients payment is declined for any reason the Plumber reserves the right to reclaim the Goods from the Clients possession, custody or control even delivered to the Client or moved from the delivery address. The Plumber reserves the right to keep or sell the Goods.

6. Damaged or Defective Goods

1. Client must inspect the Goods within 48 hours of delivery and if any Goods are damaged or defective.
2. The Client must immediately notify the Plumber in writing giving details of the defect or damage and Client will comply with all reasonable directions of the Plumber in dealing with the Goods.
3. Nothing in this clause 6, is intended to affect or limit any guarantees which by law are implied into the agreement.
4. The Plumber is not liable for any damage arising once the Goods have been delivered to the Client or arising out of the Client's handling, storing, or other negligent act in relation to the Goods.
5. Where the Client supplies any Goods or fixtures for installation, the Plumber accepts no responsibility for any defect, damage, or unsuitability of the item itself. Any additional time required to install, modify, or replace a defective or damaged Client-Supplied Good will be charged as a Supplementary Charge to the Client.

7. Warranty and Limitation of Liability

1. In relation to any Goods which are the subject of a manufacturer's warranty, the Client agrees to comply with the terms of the manufacturer's warranty in the event there is a defect in the Goods. Notwithstanding the manufacturer's warranty, all Goods and Services supplied are subject to the statutory consumer guarantees under the Australian Consumer Law (ACL), which cannot be excluded. The Plumber's warranty is limited to twelve (12) months for workmanship (as per Point 5), while the warranty for the Goods is in accordance with the manufacturer's stated warranty or the consumer guarantees afforded by the ACL, whichever provides the longest protection.
2. To the extent permitted by law, all terms, guarantees, warranties, representations, or conditions which are not expressly stated in this agreement are excluded. If the Plumber is liable for a breach of an imposed term, guarantee, warranty, representation or condition of warranty, the Plumber's liability is, at the Plumber's opinion, limited to:
 1. the replacement of the Goods or the supply of equivalent
 2. the repair of the Goods
 3. the payment of the cost of replacing the Goods or acquiring equivalent goods; or
 4. the payment of the cost of having the Goods repaired or having the Services supplied again.
3. To the extent permitted by law, the Plumber will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity and loss of data arising out of or in connection with the Goods or Services, including as a result of the late or non-supply of the Goods, whether at common law, under contract, tort (including negligence), in equity, pursuant to the statute or otherwise.
4. To the extent permitted by law, the Plumber will not be liable for any costs incurred to remove Client's own/supplied faulty Goods. The removal, replacement, and reinstallation of Client supplied Goods may incur an additional fee which will form part of the Price, these will be charged by the Plumber as a Supplementary Charge and will be shown as variations in the Plumber's tax invoice.
5. The Plumber warrants all workmanship for a period of twelve (12) months from the date of the Final Invoice. This warranty is strictly limited to the faulty installation or fitting of the Goods and does not cover damage or failure due to fair wear and tear, misuse, blockages, pre-existing pipework failure, or failure of Client-Supplied Goods.
6. Where the Plumber issues a Certificate of Compliance (or equivalent regulatory documentation), this Certificate warrants only the work specified on the document (i.e., the Goods and Services supplied under the Order) and does not extend to warranting the safety, compliance, or integrity of the Client's pre-existing, non-Plumber-installed pipework, systems, or fixtures.

7. To the maximum extent permitted by law, the Plumber shall not be liable for any damage, failure, malfunction, or undesirable change in performance of the Client's pre-existing pipework, fixtures, or appliances not directly serviced or supplied under the Order, where such issue arises during or following the Services.

This exclusion specifically includes, but is not limited to:

1. The occurrence of water hammer or other rattling noises.
2. The development of leaks in taps, toilets, or pipes in other rooms or areas.
3. A perceived change in water pressure (hot or cold) in fixtures not touched (e.g., after changing a water heater).
4. The failure of old or corroded components that were not repaired or replaced as part of the Services.

Any investigation or rectification of such consequential system issues will be undertaken only upon the Client's authorization and will be charged as a Supplementary Charge.

8. Where the Plumber accepts a claim under the workmanship warranty in this agreement, the Plumber shall have a reasonable period (not to exceed 14 business days) from the date of acceptance to schedule and carry out the necessary rectification. The Client must provide the Plumber with clear and safe access to the premises to perform the rectification work at the agreed time. Should the Client deny access or engage a third party to perform the repair before allowing the Plumber a reasonable opportunity to rectify the issue, the Plumber's warranty shall be immediately rendered null and void..

8. Indemnity

1. The Client indemnifies and keeps indemnified the Plumber and its directors, agents and employees against all actions, claims, losses, liabilities, costs, or expenses (including reasonable legal costs or expenses) which may be brought against or suffered or incurred by any of them, arising directly or indirectly out of or in relation to damage to the premises, the work site or any property of the Plumber left at the Client's premises, or in respect of injury to any person at the Client's premises, or as the result of a breach of this agreement by the Client, or as a result of the Client's failure to adhere to any statutory maintenance or testing obligations (e.g., annual backflow testing) pertaining to the plumbing or gas systems on the premises.

9. Intellectual Property Rights

1. The Plumber owns or is the exclusive licensee of all Intellectual Property Rights in any drawings, specifications, diagrams, or other materials created by the Plumber for the purposes of supplying the Goods or Services.
2. The Client warrants that any drawings, specifications, diagrams, or other materials it supplies to the Plumber with not infringe the Intellectual Property Rights of any third party.

10. Site Issues

1. **Blocked Drains:** The Client acknowledges that the presence of plant root growth and blockages generally is an indication of damaged pipes that cannot be properly fixed by simply removing the root growth or blockage. If the Client does not instruct the Plumber to conduct the work to repair or replace the damaged pipes or drains, then the Plumber gives no warranty that the same or similar problems will not recur. If any of the Plumber's equipment becomes lodged or is damaged while in the Client's pipes or drains, the Client agrees to pay the costs of removal of the equipment including any necessary excavation and restoration work.
2. **Rock and Filled Ground:** Unless otherwise agreed the supply and Services does not include the excavation, relocation, repair or removal of any rocks, surfaces or other obstructions which are necessary for the Plumber to supply the Goods or Services. The Plumber may apply an additional fee which will form part of the Price, this will be charged by the Plumber as a Supplementary Charge and will be shown as a Non-Standard Conditions Surcharge in the Plumber's tax invoice.
3. **Restoration:** The Plumber will take care when supplying the Goods or Services to minimise any disturbance or damage to surrounding areas including walls, ceilings, floors, garden beds and paint. Any repair or restorations required after the supply of the Goods or Services is not included in the Plumber's quotation and must be conducted at the Client's costs.
4. **Leak Detection:** Leak detection services are provided by using audio and gas to pinpoint leaks. The services will be provided more efficiently when there is no noise from rain, wind, garden equipment or traffic. If there is too much background noise or scheduled weather conditions the Plumber may postpone the services. The Leak Detection Service is strictly limited to locating the potential source of a concealed leak; it does not include the repair of the leak, nor does the Plumber warrant the absolute accuracy of the location due to external noise, depth, surrounding structures, or the use of push-on fittings that may not be rated for gas which may affect the results.
5. **Work Health and Safety (WHS):** The Client is responsible for ensuring the work site is safe and compliant with all relevant WHS laws. Where the Plumber considers the work site, or the actions of other trades, to present an unreasonable risk to safety, the Plumber reserves the right to stop work immediately. Any time lost due to safety-related stoppages or delays caused by the Client or other parties on site will be charged to the Client as a Supplementary Charge.
6. Where the Plumber discovers a fault that is deemed a danger to life, health, or property (including but not limited to uncontained gas leaks or non-compliant installations), the Plumber may be required by law to report the fault and/or disconnect the service. If the Client refuses to authorize the necessary repairs to be completed immediately, the Plumber shall document the refusal, and the Client hereby agrees to indemnify and hold harmless the Plumber from all liability, loss, or damage arising from the continued existence of that fault.

11. Description of Work

1. The Plumber's quotation, including any Flat-Rate Price, is based on a visual inspection of the Client's premises, but the actual extent or nature of the Goods or Services to be supplied may not become apparent until work commences (a Non-Standard Condition). The Plumber reserves the right to vary the quotation once the supply of Goods or Services has commenced.
2. If the Plumber considers it must vary the quotation, the Plumber will immediately notify the Client of the additional Goods or Services to be supplied and the estimated Supplementary Charge. The Client must notify the Plumber immediately if it does not want the Plumber to provide the Goods and Services in accordance with the revised quotation, but the Client will remain liable to pay the Plumber for all Goods and Services supplied and work performed up to the point of that notification.

12. Termination

1. Either party may terminate this agreement immediately by notice to the other party:
1. If the other party breaches a material term of this agreement capable of being remedied and fails to remedy the breach within 7 business days after being given notice of breach:
2. If that other party breaches a material term of this agreement which is not capable of remedy; or
3. the other party is unable to pay its debts as they fall due; makes or commences negotiations with a view to making a general rescheduling of its indebtedness, scheme of arrangement or composition with its creditors; or takes any corporate steps for its winding up
4. or the appointment of a receiver, administrator or official manager over any of its revenue and assets.
2. If the Client terminates this agreement for any reason whatsoever the Client must immediately pay the Plumber for all the Goods or Services already ordered from, or supplied by the Plumber and the Client is responsible for ensuring that its premises are secured and safe pending completion of the work by a third party.

13. Insurance

1. The Plumber will take out and maintain all insurance it considers appropriate in respect of the supply of Goods and Services, including, but not limited to, Public Liability Insurance and Professional Indemnity Insurance (where required for certified work), and all other insurances required by law.

14. General Provisions

1. A notice given under this agreement must be in writing and sent to the recipient at the address specified in at the beginning of this agreement or such other address as notified from time to time.
2. If the performance of this agreement or any obligation under it is prevented, restricted or interfered with by reason of an act of God, fire, lightning, flood or other natural disaster, subsidence, power or gas shortage, inability or delay in obtaining and local government approvals, consents or permits or because of any industrial dispute of any kind or any other cause, whether similar or not to the foregoing, outside of the affected party's control, the affected party, upon giving prompt notice to the other party, is excused from such performance to the extent of such prevention, restriction or interference.
3. This agreement contains the entire agreement between the parties and can only be amended, supplemented, or waived in writing signed by both parties. The failure of either party to enforce or the delayed by either party in enforcing, any of its rights shall not be deemed a continuing waiver or modification of this agreement.
4. The agreement is governed by the laws of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.
5. If any clause or part of the clause is illegal, unenforceable or invalid, that clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement but the rest of the agreement is not affected.
6. The Plumber may license or subcontract all or any of its obligations or rights without the Client's consent. The Plumber remains responsible to the Client for the execution and quality of the Services provided by the subcontractor.

15. New Construction and Major Renovation Contracts

1. Where the Order involves new residential construction or a major renovation exceeding an agreed contract value (or where a formal written contract like an HIA or MBA document is executed), the specific terms, conditions, payment schedules, and milestones of that formal contract shall supersede and take precedence over any conflicting terms within this General Terms and Conditions of Trade.
2. Unless otherwise stated in the formal contract, a Retention Sum of five percent (5%) of the total Price will be withheld by the Client upon final completion. The Retention Sum will be released upon the expiry of a Defects Liability Period (DLP) of twelve (12) months following the practical completion date, subject to the Plumber having rectified any notified defects in accordance with the formal contract.