



Terms and Conditions of Trade

Dear Customer

Thank you for engaging with Taylor'd Plumbing & Gas Limited.

Our terms of trade set out what we will deliver to you and what we expect from you and are designed to result in the best possible outcome for both parties.

We believe in providing great service and we take pride in our workmanship. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Taylor'd Plumbing & Gas Ltd** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions please contact us on 020 4159 8867 or email us at office@taylordplumbingandgas.com. If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride providing a quality and reliable service and would love for you to use us again and recommend us to others.

Thank you for your business.

Taylor'd Plumbing & Gas Ltd

Taylor Galloway – Director

A handwritten signature in black ink, appearing to read 'Talloway', is positioned below the typed name.

You can contact us the following ways:

Mobile Number	020 4159 8867
Email	office@taylordplumbingandgas.com
Facebook	@taylordplumbingandgas

Our Charges (Excluding GST)

Description	Charge
Tradesperson	\$90.00/hour
Apprentice	\$50.00/hour
Vehicle Service Charge	\$30.00
After Hours Rate	\$150.00/hour
Cancellation Fee	\$20.00
Overdue Invoice Administration Charge	\$15.00
Monthly Compounding Interest Charge	2.5%

After Hours Call Out Fee

We define our normal hours of business from 7.00am-5.00pm Monday to Friday. Work done outside of these hours is subject to an after-hours call out fee.

Vehicle Service Fee

This charge is used to cover the cost of running the vehicles.

Parking Permits/Tolls/Paid Parking

If in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.

Additional Travel to the Job Site

We allow up to 30 minutes travel time to your site. This cost is covered in the call-out fee. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

Additional Travel Back to Office/Workshop

In some circumstances, if your property is located outside of normal travel routes, you may be charged for the time it takes for the tradespeople to travel back to the office/workshop. If it is more than 30 minutes, you may be charged for the extra time it takes the tradespeople to reach their destination. We as a firm, believe that it is good practice to pay the tradespeople when they are travelling for more than 30 minutes. The exception to this is normal travel to and from home in peak motorway traffic. This condition usually applies to work outside of the city.

After Hours Work

If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates.

Cancellations/Rescheduling Appointments

- We are always happy to reschedule an appointment free of charge.
- If you need to cancel your appointment, please provide us with at least 24 hours notice.
- A cancellation fee may apply to appointments that are not cancelled within 24 hours of your appointment.

Payment

- For call-out jobs and emergency jobs, payment is due when the work is complete, unless we have made other arrangements. If you have been sent an invoice, payment is due as per the payment date on the invoice.
- Once your job is complete, you will be sent a final invoice by email.
- Please let us know before work commences if you would prefer an invoice to be mailed to you, as our default communication is email.

Deposits

- Some jobs will require a deposit before work commences.
- If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely, if payment is late or delayed.

Progress Invoices

- Progress invoices are claims for work done on site, before the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.
- As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.
- If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.
- We reserve the right to stop work if progress payments have not been made.

Discounts

- Discounts applied to your account are administered at our discretion.

- Discounts may be revoked and the full amount may be charged to you if an invoice remains unpaid for more than **20 days** or any other agreed date.

Disputed Invoices

- If you need to discuss any aspect of payment, please contact us immediately.
- If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.

Unpaid Accounts

1. If payment remains outstanding for over **20 days** from the invoice due date a late fee of **\$15.00** may be added to your account at our discretion.
2. We reserve the right to charge **2.5%** compounding interest on a monthly basis for overdue accounts.
3. Debt Collection costs may be added to invoices that remain outstanding for over **20 days** from the due date.

Terms of Trade

Taylor'd Plumbing & Gas Limited – 5479633

1 May 2018

Thank you for choosing us.

Please read the terms of trade listed below. You can accept these terms by responding to this email with your written acceptance. These terms need to be accepted before we begin work at your property.

1. Application of Terms of Trade

1.1....These terms apply to all trade between **the Customer** and **Taylor'd Plumbing & Gas Limited**. These terms are effective from the above date until these terms of trade are replaced by another document.

1.2... The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Goods or Services.

2. Definitions : Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

2.1.... Taylor'd Plumbing & Gas Ltd means 'The Company Limited'. **Taylor'd Plumbing & Gas Ltd** will from hereon be referred to as **TPG**. "**Customer**" means the customer who opened an account or the person that the account was created for. These terms of trade include the Customer's trustees, executors [if an individual or successors], permitted assigns, and/or administrators.

2.2.... "Goods" means the goods supplied to the Customer by **Taylor'd Plumbing & Gas Ltd** which are described by item or indicated on the invoice associated with those goods. Goods may also be referred to as Materials. This also includes any packing or delivery slip supplied by **Taylor'd Plumbing & Gas Ltd** in respect of the goods.

2.3.... "PPSA" means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

2.4.... "PPSR" means the Personal Property Securities Register under the PPSA.

3. Payment

3.1...The Customer shall pay in full for the goods and services no later than the date specified on the Company's invoice. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which **TPG** may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, **TPG** shall

be entitled to charge the Customer interest on the amount outstanding from due date until payment.

3.2... The price for the goods and services supplied by **TPG** shall become immediately payable, regardless terms of payment, and **TPG** may take immediate action to recover the price. This includes if the Customer is in default under any agreement with **TPG** or commits an act of insolvency or bankruptcy, goes into liquidation, receivership, voluntary administration, or has its credit standing impaired in any way.

3.3... Where **TPG** requires a deposit to be paid due to the size of a quote, the Customer agrees to pay the deposit before work commences. If the deposit has not been paid before works are due to commence **TPG** have the right to delay commencement of work until the deposit has been received.

3.4... The Customer agrees that **TPG** may issue invoices for progress payments for work completed and materials to date. Progress payments claimed under the Construction Contracts Act 2002 must be made no later than the due date on the invoice. The Customer cannot withhold payment for any reason. **TPG** has the right to cancel the contract if progress payments are not made within 20 days of the invoice date.

3.5... Progress payment claims may include the reasonable value of agreed variations and any Materials or Goods delivered to the site but not yet installed.

3.6... The Customer shall indemnify **TPG** from and against all costs and disbursements incurred by **TPG** in recovering debt owed by the Customer, including but not limited to; internal administration fees, legal costs, collection agency costs, and bank fees.

3.7... Where a payment claim under the Construction Contract Act 2002 is served on the Customer and the Customer has not made payment by the due date and no payment schedule has been provided by the Customer **TPG** has the right to suspend the provision of goods and services within five (5) working days of written notice of its intent to do so and;

a) The suspension by **TPG** will not have breached the contract.

b) **TPG** is not liable for any loss or damage suffered, by the Customer or by any person claiming through the Customer and is entitled to an extension of time to complete the contract; and keeps its rights under the contract including the right to terminate the contract.

3.8... In the event that the Goods and/or services provided by **TPG** are the subject of an insurance claim made by the Customer, the Customer is responsible for the payment of any amount payable to the insurance company and agrees to honour their obligation for payment for amounts invoiced by **TPG** and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.

4. Quotations

4.1... Where a quote is provided by **TPG** for the supply of Goods and Services the quote will be valid for thirty (30) days, unless withdrawn or stated otherwise.

4.2... **TPG** reserves the right to change the Price of a quote:

- a) if a variation to the Goods or Materials to be supplied is requested; or
- b) if a variation to the Services scheduled including plans and specifications is requested; or
- c) where the provision of additional Goods or Services are required due to the discovery of hidden or previously unidentified issues or difficulties which are only discovered on commencement of the Works; or
- d) in the event of increases to **TPG** in the cost of labour or materials which are beyond **TPG's** control.
- e) The Customer will be responsible for increased costs or receive the benefit of decreased costs resulting from any subsequent changes to the quote due to any inadequate or inaccurate information, and **TPG** may alter the quote due to circumstances beyond our control or clerical or computer error.

4.3.... In providing the Goods and Services, if **TPG** encounters unforeseen or hidden problems **TPG** will contact the Customer immediately and provide an estimate of additional costs. The Customer then has the option of accepting the updated price or terminating the contract and paying **TPG** all costs incurred to the date of termination.

5. Time of Performance

5.1... **TPG** will endeavor to provide our services on the date and time agreed. The time and date of provision is an estimate only and not an essential term of our agreement.

5.2... Any failure to meet any indicated delivery date is not the breach of a material term of this contract.

6. Cancellation

6.1... If at any time the Customer is in breach of any obligation, including those relating to payment, under these terms and conditions **TPG** may suspend or terminate the provision of Goods and Services to the Customer. **TPG** will not be liable to the Customer for any loss or damage the Customer suffers because **TPG** has exercised its rights under this clause.

6.2... **TPG** may cancel any contract to which these terms and conditions apply or cancel the provision of Goods and Services at any time before the work is commenced by giving written notice to the Customer. On giving such notice **TPG** shall repay to the Customer any sums paid, less any amounts owing by the Customer to **TPG** for Goods provided and Services already performed. **TPG** shall not be liable for any loss or damage whatsoever arising from such cancellation.

6.3... In the event that the Customer cancels the provision of Goods and Services the Customer shall be liable for any and all loss incurred, whether direct or indirect, by **TPG** as a direct result of the cancellation.

6.4... Cancellation of orders for products made to the Customer's specifications, or for non-stocklist items, will not be accepted.

7. Withdrawal of Credit

7.1... **TPG** may at any time, in its sole discretion, withdraw the provision of credit to the Customer.

8. Delivery and Return

8.1... Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from **TPG** premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

8.2... **TPG** may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by **TPG**.

8.3... If **TPG** is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) **TPG** may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

8.4... If the Customer cannot take delivery of the Goods or Services then the Customer is responsible for all additional charges caused by that failure.

8.5... Goods will only be accepted for return with the prior approval of **TPG**. Freight and all other costs including administration or handling fees associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by **TPG**.

a) Goods may only be returned with the prior approval of **TPG** if the goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

b) Non-Stocklist goods or materials made to the customer's specifications are not acceptable for return.

8.6... The Customer shall inspect the Goods on delivery and notify **TPG** of any defect, shortage, damage or failure to comply with the description or quote. The Customer shall afford **TPG** an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which **TPG** has agreed in writing that the Customer is entitled to reject, **TPG's** liability is limited to either replacing the Goods or repairing the Goods.

9. Risk and Ownership

9.1... Goods are at the sole risk of the Customer upon delivery whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

9.2... The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

9.3... The Customer is solely responsible for obtaining any necessary permits and ensuring compliance with all legislation, regulations, by-laws or rules in connection with the installation operation and provision of the Goods and Services.

9.4... Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company.

9.5... Until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

9.6... The Customer accepts that the finding of plant growth, tree roots or other blockages may indicate damaged pipe work. Where **TPG** is requested to clear blockages, **TPG** makes no guarantee against reoccurrence or further damage. In the event of collapse during the unblocking process **TPG** will advise the Customer immediately and provide an estimate for the full repair of the damaged pipe work.

9.7... The Customer agrees that where **TPG** has performed temporary repairs that **TPG** does not guarantee against any reoccurrence of the initial fault, or further damage caused. **TPG** will provide a recommendation for permanent repair and will provide the Customer with an estimate.

9.8... The Customer agrees that **TPG** is only responsible for parts that are installed or replaced by **TPG** and does not accept any liability in respect of previous services or goods supplied by any other third party that subsequently fail. The Customer agrees to indemnify **TPG** against any loss or damage caused by the Goods or services provided by any third party.

9.9.... The Customer accepts all responsibility for the suitability of purpose, quality and any faults inherent in goods supplied by the Customer. **TPG** shall not be responsible for any defects in the goods, any loss or damage to the Materials (or any part thereof), howsoever arising from the use of goods supplied by the Customer. Any alleged claim made against **TPG** where the Customer has supplied goods is limited to only **TPG's** workmanship.

9.10... The Customer acknowledges that any Goods or Materials supplied by **TPG** may:

a) fade, change colour or deteriorate over time due to use, expand, contract or distort as a result of exposure to heat, cold, and weather conditions; and

b) mark or stain if exposed to certain substances or be damaged or disfigured by impact or scratching.

9.11... The installation of some appliances can cause water hammer or damage to existing pipe work. **TPG** will endeavor to advise the Customer if **TPG** reasonably expect that such problems may occur, however, the Customer agrees to indemnify **TPG** against any loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Goods or Materials.

9.12... The Customer warrants that any structures to which the Goods are to be installed are able to withstand the installation of the Goods and that any connections are of suitable capacity to handle the Goods installed. If for any reason that **TPG**, or employees of **TPG**, reasonably decide that the work site is not safe for the installation of Goods, **TPG** shall be entitled to delay the provision of Goods and Services until **TPG** is satisfied that it is safe to proceed. **TPG** may agree to bring the site up to a standard to proceed but all additional time and materials supplied shall be a variation and be charged for in addition to any quoted work.

9.13... Where **TPG** gives recommendations, advice, suggestions, information, assistance or service to the Customer, regarding the provision of Goods and Services then it is given in good faith and **TPG** shall not be liable in any way whatsoever for any damages, losses or costs, resulting from the Customer relying on the above. The Customer agrees that any actions undertaken by the Customer based on such recommendations, advice, information, assistance or service is done at the Customer's own risk.

10. Dispute Resolution

10.1... No claim relating to Service and products will be considered by **TPG** unless made by the Customer within fourteen (14) day of supply or installation.

10.2... If an issue arises relating to our services, we will rectify the issue at no added cost, subject to the following;

a) The Customer having used the goods in accordance with the manufacturer's/**TPG's** instructions and the goods having not been subject to abuse, neglect, misuse, accident or services of any unauthorised third party; and the issue is not due to general wear and tear.

b) If an issue arises relating to goods covered by a manufacturer's warranty, **TPG** will arrange rectification, however the Customer is responsible for the price of **TPG** services for rectification.

11. Underground Services and Hazards

11.1... Prior to **TPG** commencing any work the Customer must advise **TPG** of the precise location of all underground services on the site and must clearly mark all underground services.

11.2... **TPG** will take all care to avoid damage to any underground services, however the Customer agrees to indemnify **TPG** in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.

12. Customer's Responsibilities

12.1... The Customer agrees to provide **TPG** with:

a) all necessary facilities for the delivery of the Goods and Services, including power, lighting, unloading, lifting facilities, site preparation and compliant employee amenities where applicable; and

b) Safe storage facilities are provided for protection against theft and damage of the Goods or any equipment or other items belonging to **TPG**.

12.2... The Customer is responsible for arranging and providing convenient and safe access for the Goods and provision of Services to the place of installation.

12.3... Where scaffolding is required, it is the responsibility of the Customer to provide and have erected scaffolding to enable the Works to be undertaken. It is agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed.

a) The exception to this is if the Customer requests **TPG** to include the erection of scaffolding in the quotation. It will still be the Customer's responsibility to ensure the site is suitable for the scaffolding to be erected and that if the scaffolding relies on a building or other structure for support, the building or other structure is able to sufficiently support the scaffolding. The Customer will be liable for any loss or costs incurred due to unsuitability of the site.

b) **TPG** will not be liable for any damage to any site, structure, building or installation that occurs during the erection or removal of scaffolding.

12.4... The Customer agrees to remove any furniture, furnishings or personal goods from the are of the installation site and agrees that **TPG** shall not be liable for any damage caused by the Customer's failure to do so.

12.5... Where works must be co-ordinated with other trades, the Customer must provide **TPG** with a schedule detailing all relevant information and ensure that sufficient time is allowed for **TPG** to meet deadlines.

12.6... It is the Customer's responsibility to provide accurate plans, specifications and other information as required which **TPG** can rely on. The Customer agrees that in the event that any of this information provided by the Customer is inaccurate, **TPG** accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

13. Enforcement and PPSA

13.1... The Customer irrevocably gives **TPG** and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if **TPG** has cause to exercise any rights it has under section 109 of the PPSA.

13.2.... The Customer indemnifies **TPG** for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

13.3.... The Customer waives its right under the PPSA to receive any verification statement from **TPG**

13.4.... The Customer shall immediately notify **TPG** in the event that the Customer changes its name.

13.5... TPG and the Customer acknowledge that these terms constitute a security agreement as defined by the Personal Property Securities Act 1999 ("PPSA"). For the purposes of the PPSA, in this clause the term "Collateral" includes the Goods and their proceeds including insurance payments. The Customer agrees to give **TPG** a security interest in all of the Customer's present and after-acquired property that **TPG** has supplied as the Goods as the Collateral and agrees not to allow any person to file a finance statement over any of the Goods secured by this security agreement without the prior written consent of **TPG**.

13.6... Upon agreeing these terms the Customer acknowledges that:

a) these terms are a security agreement for the purposes of s 36 of the PPSA, and

b) a security interest is taken in all Goods previously supplied to the Customer and all Goods that will be supplied in the future by **TPG** to the Customer during the continuance of the party's relationships.

13.7... The Customer undertakes to:

a) Sign any further documents and/or provide any further information which **TPG** may reasonably require to register financing statements or financing change statements on the Personal Properties Securities Register,

b) Give **TPG** not less than 14 days prior written notice of any proposed change to the Customer's name and will use its best endeavours to ensure that a financing change statement is registered disclosing its new name; and

c) Immediately advise **TPG** of any material change in its business practices of selling the Goods that would result in a change of the nature of proceeds derived from such sales.

d) The Customer waives the rights listed in section 107(2) of PPSA, its right to receive the notice referred to in section 114(1)(a) of the PPSA, its right to reinstate under sections 133 and 134 and its right to receive verification statements under section 148 of the PPSA. The Purchaser agrees that **TPG** may exercise the rights in sections 108, 109, 111(1) and 120(1) of the PPSA whether or not **TPG** has priority over all other secured parties, and that **TPG** may charge for complying with a demand under s 162 of the PPSA. The Customer will inform any trustee in bankruptcy or liquidator of the Customer or any receiver of the Customer's business or assets of the rights of **TPG** and title to the proceeds of sale.

13.8... The security agreement is a continuing security and will operate irrespective of any intervening payment or settlement of account until a release has been signed by **TPG**. The security interest granted in the Collateral has the same priority in relation to any Goods supplied to the Customer by **TPG** at any time.

14. Representations, Warranties, Terms and Conditions

14.1... To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between **TPG** and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by **TPG** to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

14.2... If **TPG** shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

14.3... Under no circumstances will **TPG** be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

14.4... Goods are purchased by **TPG** from distributors and/ or manufacturers and are subject to manufacturer's warranties and limitations of liability. The Customer agrees that its rights and remedies in respect of those Goods are only as contained in those manufacturer's warranties which **TPG** is able to assign to the Customer. Any performance of manufactured

standard data given by **TPG** is based on information supplied by the distributors of the Goods. **TPG** does not independently warrant to the Customer that the data is correct.

14.5... Subject to clause 14.4, if the warranty is not available to **TPG**, **TPG** gives to the Customer the following express conditions and warranties otherwise implied under the Sale of Goods Act 1908:

a) **TPG** has the right to sell the Goods, free from any charge or encumbrance in favour of any third party;

b) Where there is a contract for the sale of the Goods by description there is an implied condition that the Goods correspond with the description; and if the sale is by sample, as well as by description, the bulk of the Goods will correspond with the sample of the Goods and with their description;

c) Where the Customer has expressly made known to **TPG** the particular purpose for which the Goods are required, so as to show that the Customer relies on **TPG**'s skill or judgment, and the Goods are of a description which it is in the course of **TPG**'s business to supply, the Goods are reasonably fit for such purpose; and

d) Where the Goods are bought by description from **TPG** as a dealer in goods of that description the Goods are of merchantable quality except that where the Customer has examined the Goods upon delivery there is no warranty as regards defects which such examination ought to have revealed.

14.6... Under no circumstances whatsoever is **TPG** liable to the Customer for direct or indirect, special, incidental or consequential damages or loss including but not limited to damage or loss resulting from inability to use the Goods or from defective Services, loss of anticipated profits, loss by reason of plant shut down, non-operation or increased expense of operation, service interruption, loss of production, cost of purchased or replacement power, claims of customers, cost of money, loss of capital or revenue, or for any other damages or loss, or consequential damages, whether similar or dissimilar or of any nature arising from any cause whatsoever, whether based in contract, tort (including negligence), strict liability or any other theory of law and whether or not **TPG** has been given notice of the possibility of any such damages or losses occurring.

14.7... Where the Consumer Guarantees Act 1993 (CGA) applies, the Customer has all the rights and remedies provided under the CGA.

15. Personal Guarantee

15.1... If the Customer is a director of a company or the trustee of a trust: - in exchange for **TPG** agreeing to supply goods and services and/or grant credit to the company or the trust, the Customer must also sign this agreement in their personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes **TPG**, and to indemnify **TPG** against non-payment and/or default; and - any personal liability of

the Customer as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.

16. Privacy

16.1... The Customer agrees that **TPG** may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of **TPG** business, including credit assessment and debt collecting. The Customer consents to any person providing **TPG** with such information.

16.2....The Customer agrees that **TPG** may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

16.3...Without limiting the provisions of clauses 16.1 and 16.2, the Customer understands that:

a) TPG is asking the Customer for personal information about the Customer for the purpose of:

i. obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of **TPG** opening or reviewing a trading account for the Customer, and.

ii. registering the security interest created by clause 6.1 under the PPSA;

b) TPG will give the Customer's personal information to:

i. a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

ii. the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

c) The credit reporting bureau will provide **TPG** with information about the Customer for the purposes outlined in clause 9.3(a)(i), and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too.

d) The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

e) If the Customer defaults in the Customer's payment obligations to **TPG**, information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the Customer.

f) The Customer has a right of access to, and may request correction of, personal information held by **TPG** or a third party about the Customer. For those purposes, the Customer understands that he or she may contact **TPG** at the address set out in the application for credit account to which these terms of trade relate, for information.

17. Certificates

17.1.... It is agreed by the Customer that if the Customer fails to pay any account **TPG** may withhold the release of any producer statement or other certification or documentation relating to the work performed until such time as the account and any associated costs are paid in full.

18. Amendment

TPG may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by **TPG** to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the office of **TPG**.

19. General

19.1...Unless expressly provided otherwise in any written agreement between **TPG** and the Customer, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between **TPG** and the Customer relating to the supply of goods and services by **TPG** to the Customer.

19.2...Each provision of these terms of trade is severable in whole or in part and, if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable provision shall be affected and the remainder of these terms of trade shall remain in full force and effect.

19.3...These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. **TPG** and the Customer shall submit to the non-exclusive jurisdiction of the Courts in your Country.

19.4... The Customer and **TPG** both warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.

19.5... Acceptance of these Terms and Conditions of Trade shall be deemed as outlined in 1.2. However, **TPG** may at their discretion also require the Customer to provide a signed copy

of these Terms and Conditions for **TPG's** records. In this instance **TPG** will notify the Customer of this requirement.

19.6... Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

The Customer agrees that they have read and understood the above Terms and Conditions of Trade issued by Taylor'd Plumbing & Gas Limited and accept that they will be bound by these Terms and Conditions of Trade.

Signed By:
The Customer

Dated