TERMS AND CONDITIONS OF SERVICE

1. Definitions

"Client" means a person to whom any Quotation is made and any person who purchases goods and/or services from Seal;
"Seal" means Seal Refrigeration & Air Conditioning (ABN 23 635 942 927);
"Quotation" means a written proposal for the supply of goods or services by Seal that includes any price estimated; and
"Statutory Provisions" means the provision of the Trade Practices Act 1974 (as amended or en-acted) and any other State or Commonwealth legislation relevant to the supply of any services or goods.

2. Application

These terms and conditions are the only terms and conditions to which Seal will be bound and supersede and exclude all prior and other Discussions, representations and arrangements.

3. Price

Unless the Client is notified by Seal prior to the delivery of goods or supply of services, the price charged to the Client for the provision of goods and/or services will be the price indicated in the Quotation, provided that the Client places a written order within 30 days of the date of the Quotation.
If Seal is of the opinion that additional work, which is not covered by the Quotation, must be carried on urgent basis (where, in Seal's reasonable opinion, failure to carry out the work immediately would, or may endanger life or property). The Client agrees to pay Seal a reasonable amount for that work.
A standard call out is charged at a minimum 2 hours at the agreed hourly rate as per the customers service proposal plus the contracted administration call out fee. Overtime is charged as per the agreed hourly rate plus the administration call out fee. Overtime rates may vary depending on the start and finish time of the technician with the standard hours of 7:00am – 3:30pm with lunch break, Monday to Friday excluding Public Holidays. These hours vary on the start and finish time for that day. Apprentices are chargeable upon all call outs at a rate that Seal deems reasonable for Apprentice services. Apprentices are also charged on quoted projects requiring an assistant so as to lower the overall cost of the project.
Upon expiration of service proposal (12 months unless stated otherwise) and or contract (12 months unless stated otherwise) and in the cases where no contract or service proposal is entered (and Seal is operating on a month to month basis) company hourly fees and hourly rates will increase with or without consultation.

4. Consumer Price Index (CPI)

A minimum of 2.5% CPI will be added to the agreed service price at the start of each financial year (1 July) if no contract is in place. All hourly rates and call out fees may increase each financial year to fall into line with company cost structure. These rate increases may differ from CPI.
Upon cancellation of Service Proposal/Service Contract thirty (30) days notification must be received in writing by the client or fees associated will be recoverable as per ongoing agreement.

5. Title Risk

(a) Title to the goods will not pass to the Client until payment in full by the Client is received by Seal in relation to such goods.
(b) The risk in the goods purchased by, or delivered to, the Client passes to the Client upon delivery.
(c) Equipment to be used by Seal to fulfil its obligations, if not purchased by the Client, remains the property of Seal and the Client acts as bailee of the equipment, and must take proper care of the equipment, and must not sell, transfer, assign or otherwise deal with such equipment.

6. Tax

Unless otherwise expressly stated, any amount to be paid by the Client for a supply made by Seal has been calculated without taking into effect the application of GST. Any increase to such amount payable by virtue of the application of any GST is to be paid by the Client in the manner specified fore payment for supply of goods or services.

7. Client To Supply

The Client will supply or provide at its cost all assistance, personnel, access, equipment, plans and information necessary to allow Seal to perform its obligations under this Agreement (to the extent that it is not within Seal's reasonable ability to provide them), including (without limitation):
(a) mains water, electrical power and disposal of waste by sewer or transport;
(b) safe and secure storage of Goods; and
(c) a safe, secure and healthy environment (being the environment that it is necessary or convenient for Seal and its employees, contractors and agents to access to carry out its obligations under these Conditions) in compliance with all relevant laws, regulations, licences, standards, codes and directions of all relevant statutory authorities.

8. Payment and Default

(a) Subject to any payment terms specified in the Quotation, and unless otherwise agreed expressly in writing, the price payable in accordance with clause 3 will be due and payable by the Client on the date specified in writing by Seal but, in any case, no sooner than 28 days following the date of the statement of account.
(b) If: (i) the Client breaches a clause of this agreement;
(ii) the Client is, or states that it is, unable to pay its debts when they fall due;
(iii) anything having a substantially similar effect to any of the events specified above happens, then Seal may, at its option, withhold further deliveries or terminate the Agreement without notice to the Client and all moneys owing and outstanding to Seal will become immediately due and payable.
(c) If any payment is not received by Seal in accordance with clause 7(a), then, without prejudice to any other right or remedy, all outstanding money carries interest on daily balances until paid at a rate of interest of 2% per month.

9. Recovery Costs

The client shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by Seal and/or its agents in respect of the client whether relating to any debt, possession of Products and/or otherwise.

10. Warranties and Liability

Seal shall only by liable to the Client in respect of its legal liability for any loss or damage suffered by the Client as a result of any negligent act or omission on the part of Seal which may arise as a direct consequence of supplying the goods or providing the Services to the Client or the failure of Seal to comply with its obligations under this Agreement.

11. Indemnity

The Client will indemnify, keep indemnified and save harmless Seal and its employees, agents and contractors from and against all losses, claims, proceedings, damages, costs (including legal costs on a full indemnity basis), expenses and liabilities in respect of or arising directly or indirectly from:
a) any breach by the Client of any of its obligations under this Agreement;

b) any act or omission not expressly sanctioned by this Agreement (whether negligent or otherwise) by the Client or its officers, employees, agents or contractors or by other third parties on or affecting the Clients premises;
c) the Client's non-compliance with any laws or regulations;
d) supply of any goods or services by any third party for or on behalf of the Client; or
e) any unsafe, unsecure or unhealthy place that is necessary or convenient for Seal to access to carry out its obligations under this Agreement.

12. Renewals

Where the Agreement is operative for an agreed term, the Agreement will commence on the date specified and remain in effect for the term specified ("initial term"). Upon expiry of the initial term, the Agreement will be deemed to be renewed automatically for successive one month terms in accordance with these terms and conditions, subject to any price variation made by Seal.

13. General

a) If there is any conflict between these terms and conditions and a term or condition in the Quotation, these terms and conditions will take precedence to the extent of the inconsistency.
b) The parties unconditionally submit to the laws of Queensland Australia and all court competent to hear appeals from the decision of those courts.