

TERMS & CONDITIONS



The conditions listed below govern the provision of services by Mould & Restoration Co. By agreeing to and scheduling the services described in this document, you, as the Client, acknowledge and accept these terms and conditions.

WARRANTY

- Mould & Restoration Co. provides a 12-month warranty on mould remediation services under the conditions listed:
 1. All sources of the mould problem must be rectified as per our recommendations, including completing necessary repairs and inspections.
 2. The premises should not have suffered any natural disasters, such as floods, storm damage, or roof damage, post-remediation.
 3. The warranty does not cover areas altered or repaired after our service. Any issues arising from third-party alterations or repairs will be their responsibility.
 4. Should there be any issues or queries concerning the work performed, these must be communicated to Mould & Restoration Co. within 5 business days following the completion of remediation.
 5. The warranty is SUSPENDED if the invoice is not paid by the due date. Mould recurrence during suspension is not covered.
 6. The warranty is permanently VOID if the invoice is not paid within 30 days of issuance. This cannot be reinstated.
 - Residential Clients: Warranty void 16 days after due date (Day 30 from invoice)
 - Commercial/PM Clients: Warranty void upon becoming overdue (Day 31 from invoice)

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PAYMENT TERMS

Our invoicing procedures and charges are delineated in our Customer Relationship Agreement.

1. Details on charging and invoicing are specified in our Customer Relationship Agreement.

2. Payment Due Dates:

- Residential Clients: 14 days from invoice date
- Commercial Clients: 30 days from invoice date
- Property Management/Real Estate (approved accounts): 30 days from invoice date

3. Payment must be completed by the due date on the invoice. We accept cash, Visa, Mastercard, bank transfer, or cheque.

Late Payment Charges

Accounts unpaid after the due date will attract:

- Interest: 10% per annum, calculated daily, in accordance with the Penalty Interest Rates Act 1983 (Vic)

Administration Fees:

- \$65 — First reminder (upon becoming overdue)
- \$65 — Second reminder (7 days after first reminder)
- \$65 — Final notice (14 days after first reminder)
- \$65 — For each subsequent 14-day period the account remains unpaid

Accounts unpaid for over **30 days** will attract an additional 25% per annum interest charge, calculated daily on the remaining balance.

Credit Default Listing

Accounts unpaid for 60 days or more may be reported to credit reporting bodies including Equifax, Experian, and illion.

Before listing a default, we will:

- Issue a First Default Notice (minimum 31 days after due date)
- Issue a Second Default Notice at least 30 days later, providing 14 days final warning

A credit default listing:

- Remains on your credit file for 5 years
- Cannot be removed even after payment
- May affect your ability to obtain loans, credit cards, mortgages, rental accommodation, and some employment

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Debt Recovery

Failure to settle the account within 60 days will lead to the account being reported to our credit reporting agency. This default will appear on your credit file for five years. Mould & Restoration Co. also reserves the right to initiate legal proceedings to recover any outstanding amounts.

If we engage a debt collection agency or commence legal proceedings, you agree to pay all reasonable recovery costs including collection agency fees, legal fees on a solicitor/client basis, court filing fees, and enforcement costs.

Disputes

If you dispute any amount, you must notify us in writing within 5 business days of receiving the invoice, specifying the nature of the dispute and providing supporting documentation.

Undisputed portions remain payable by the due date. Interest and fees will not apply to genuinely disputed amounts during review, but will apply in full from the original due date if the dispute is resolved in our favour.

Property Management & Real Estate Accounts

Approved PM/Real Estate partners receive loyalty discounts:

- 1st Property: 10% off
- 2nd Property: 12% off
- 3rd Property: 14% off
- 4th Property: 16% off
- 5th Property: 18% off
- 6th Property: 20% off
- 7th+ Properties: Standard rates

Discounts are forfeited if an account is referred to debt collection or a credit default is listed

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Summary - Residential Clients (14-day terms):

Day	What Happens
Day 14	Payment due
Day 15	OVERDUE — Warranty SUSPENDED — \$65 fee — Interest starts
Day 22	\$65 second reminder
Day 29	\$65 final notice
Day 30	WARRANTY VOID — 25% interest kicks in
Day 43	\$65 ongoing fee
Day 60+	Credit default listing

Summary - Commercial/PM Clients (30-day terms):

Day	What Happens
Day 30	Payment due
Day 31	OVERDUE — WARRANTY VOID — \$65 fee — Interest starts
Day 38	\$65 second reminder
Day 45	\$65 final notice
Day 59	\$65 ongoing fee
Day 60+	Credit default listing + 25% interest

Acknowledgement

By proceeding with the services quoted, you confirm that you have read, understood, and agree to these Payment Terms & Conditions, including late payment charges, warranty conditions, and credit reporting provisions.