



Hire A Hubby St Kilda

Mobile: 0422 388 017
Email: stkilda.vic@hireahubby.com.au
Fitzroy Street, St Kilda
VIC 3182
ABN: 90 944 344 059

Quotation

This quotation is valid for
30 days from 21/09/2020
(Subject to standard Terms
and Conditions)

TO

The Owner C/-Gary Peer & Associates
55 Inkerman Street
St Kilda VIC 3182

JOB ADDRESS

Contact Name: The Owner C/-Gary Peer
& Associates
3 Kalymna Grove
St Kilda East VIC 3183

Description of Works

Roofing Works

- Clean gutter around entire house. **\$180.00 plus gst**
- Cut back tree hanging above roof line and dispose off. (tip fee included) **\$150.00 plus gst**

\$0.00

Subtotal ex GST:

\$0.00

Prepared by:

10% GST Amount:

\$0.00

Total:

\$0.00

Customer Acceptance:

Signed: _____ Date: ____ / ____ / ____

Payment Terms: 30 Days

YOUR PAYMENT OPTIONS



DIRECT DEPOSIT

Account Name: JOSHUA C AUCHETTL
BSB: 013-523
Account Number: 388412377
Reference: JN-1305951



CASH



PAYMENT TERMS:

30 Days





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HIRE A HUBBY TERMS AND CONDITIONS OF TRADE

1. Franchisee Independent

- 1.1 By engaging the Hire A Hubby Franchisee listed overleaf ("the Franchisee") to perform services ("Services") and/or supply materials ("Goods"), You ("the Customer") agree to be bound by these terms and conditions.
- 1.2 The Customer acknowledges that the Franchisee is an independent contractor and that the Franchisee's Franchisor ("the Franchisor") is not a party to any agreement between the Franchisee and the Customer and nor shall the Franchisor have any liability to the Customer.

2. General Agreements

- 2.1 Unless otherwise agreed in writing by the Franchisee, the Customer must pay the Franchisee's invoices for Services and Goods (collectively known as "the works") and other charges at the time of the Franchisee rendering an invoice to the Customer. The Customer must pay the Franchisee's invoices in full and without deduction, notwithstanding any entitlement that it may have to a credit or offset however arising.
- 2.2 In the event of the Customer being unsatisfied with the Franchisee's works, the Customer agrees to allow the Franchisee an opportunity to rectify the said works. Where the Customer refuses or otherwise prevents the Franchisee from rectifying the works, to the full extent permitted by law, the liability of the Franchisee to the Customer for the works shall be extinguished and the Customer will be liable to the Franchisee for payment in full of the Franchisee's invoices.
- 2.3 The Customer expressly acknowledges and agrees that it has not relied upon, and the Franchisee is not liable for any advice given by the Franchisee, its servants, agents, representatives or employees in relation to the suitability for any purposes of the works.
- 2.4 To the full extent permitted by law, all conditions, warranties and representations express or implied by statute, common law or otherwise in relation to the works are hereby excluded, and to the full extent permitted by law, the Franchisee will be under no liability to the Customer for any damages (including but not limited to incidental, special, consequential or general damages) in connection with or arising out of the supply or use of the works howsoever arising, even if due to the Franchisee's negligence, or the negligence of the Franchisee's servants, agents, subcontractors or suppliers.
- 2.5 These terms and conditions do not affect the rights, entitlements and remedies compulsorily conferred on the Customer under the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 and other statutes, rules or regulations for the time being in force, and nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.
- 2.6 In the event that liability cannot be excluded, to the fullest extent permitted by law, the Franchisee's liability to the Customer shall be restricted at the Franchisee's option to a refund of the invoiced amounts paid by the Customer to the Franchisee, or replacement of the works.
- 2.7 The Customer agrees that it must within seven days of the date of delivery or completion of the works, give written notice to the Franchisee, with particulars of any claim that the works are defective or not in accordance with the agreement between the Franchisee and the Customer. In the event that the Customer fails to give such notice within the said period, then to the full extent permitted by law, the works are deemed to have been accepted by the Customer and all claims by the Customer against the Franchisee for the works are extinguished and the Customer must pay the Franchisee for the works.
- 2.8 The Customer agrees to pay the Franchisee's costs of recovering or attempting to recover from the Customer all outstanding charges, including any mercantile agent's costs and legal costs on a full indemnity basis.
- 2.9 If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

3. Retention of Title

- 3.1 The Franchisee will retain title to (but not risk in) Goods delivered to the Customer or installed on behalf of the Customer until the Franchisee has received payment in full for them and all other sums owing to it by the Customer.
- 3.2 The Franchisee's right to retain title does not affect its rights as an unpaid Franchisee.
- 3.3 If the Customer fails to make any payment to the Franchisee when due the Franchisee is entitled, and the Customer grants the Franchisee a license, to enter the Customer's premises and land where the Goods are situated with or without notice and to re-take possession of and remove, at the Customer's cost and expenses, the Goods in respect of which title has not passed to the Customer. The Franchisee shall be entitled to use the Customer's name and to act on the Customer's behalf in exercising these rights and the Franchisee is not liable for any costs, losses, damages or other expenses suffered by the Customer or any third party in respect of the Franchisee's retaking possession and removing the Goods. The Customer acknowledges that the franchisee is entitled to remove the Goods even if such removal would result in damage to a structure and the Customer acknowledges that the Franchisee will not be liable to the Customer for such damage, howsoever arising.