

Terms & Conditions

Patch and Match Wall Repairs ABN 74 620 080 122 - Terms and Conditions of Business

Terms of Agreement

When you use Patch and Match Wall Repairs' services, these Terms and Conditions of Business will constitute a legally binding agreement between you and us. It is your responsibility to read these Terms and Conditions of Business before engaging Patch and Match Wall Repairs. Your access to and/or use of Patch and Match Wall Repairs' services and its website patchandmatch.com.au is contingent upon your acceptance of the following Terms and Conditions of Business which include our Privacy Policy.

Please carefully review our Privacy Policy and the Terms set out in the following sections and immediately cease using our website (including the online booking facility) and the services of Patch and Match Wall Repairs if you do not agree with these Terms.

Please note that Patch and Match Wall Repairs have the right to amend and/or modify these Terms and Conditions of Business from time to time, and you should therefore review them periodically.

If you have any enquiries, comments or concerns regarding this agreement, any of our services or any part of our website (including technical problems while using the site), please contact us by email.

1. Definitions

"We" means Patch and Match Wall Repairs ABN 74 620 080 122 or a third party contractor carrying on business pursuant to an agreement with Patch and Match Wall Repairs. "Us" "Our" "Patch and Match" and "Patch+Match" have corresponding meaning. "You" means the party entering into the agreement for services with us, and includes the party to whom our estimate is addressed, and any party who gives us instruction on your behalf, and the party by whom the final acceptance is confirmed. "Your" and "Customer" have corresponding meaning.

"Terms" means the terms and conditions set out in this document. "Terms and Conditions of Business" has corresponding meaning.

"Writing" includes email clearly bearing the name/s of the sender and the recipient and writing on the screen of a visual display unit or other similar device.

"Work" means the works described in Patch and Match Wall Repairs' estimate or Quote and/or as referred to in any other document or email issued by Us, as may be varied by agreement in writing between the parties. "Service" and "Services" have corresponding meaning.

2. General

- a. We have an ongoing commitment to safety and quality and reserve the right to reject any request for Our services without the obligation to assign any reason for so doing. No request for service shall be deemed accepted by Us unless and until it is confirmed by Us in Writing.
- b. All estimates and Quotations given by Us, all orders and instructions given by the Customer, and all work authorisations are governed by these Terms. These Terms

and Conditions of Business will govern the contract to the exclusion of any other terms, including any terms and conditions which You may purport to apply under any purchase order, confirmation of order or other document.

- c. Any variation of these Terms and Conditions of Business will be binding only if agreed in writing between Us and the Customer.
- d. We may sub-contract or delegate some or all of the performance of Our services but we will still continue to be responsible for the performance of the services and Our obligations under the Contract.
- e. The Customer will be treated as an Account Customer or Non-Account Customer according to Patch and Match Wall Repairs' discretion.

3. Estimates, Quotes and Contracts

a. You need to inform Us of the Work that You require Us to do. To help You provide that information We give You the following access options:

- a free online quote request form;
- a free online booking form;
- a contact email address;
- an uploading facility for up to 4 digital photos and;
- an 1800 contact telephone number

When You make an enquiry by telephone or email, or through the quote/booking request forms on Our website, You will be required to acknowledge that You have read and understood these Terms. Based on the information that You provide, We will estimate the amount of materials to use and how long the repair might take and provide You with a non-binding Quote. This is an estimate only of the likely minimum cost of the Work. We reserve the right to negotiate an amended price if the requirements of the Work differ from the information provided by You.

b. Patch+Match will make every reasonable effort to provide the Customer with a reply to a quote request within 24 hours of receipt of the request, or next business day if such a request is received on a day that is a public holiday or weekend.

c. Any estimate which may be given either verbally or in writing by Patch+Match is subject to withdrawal by Us at any time before receipt of Your unqualified acceptance and shall be deemed to be withdrawn unless accepted within 28 days from its date.

d. Unless otherwise specified by Patch+Match in the relevant Quote, all Our labour costs and materials supplied by Us are included in the price. We do not charge a call-out fee.

e. If You choose to proceed with the booking, Your request for Patch+Match to provide the services will constitute an offer. Patch+Match will then send You confirmation in writing setting out the details of Your booking. The written confirmation constitutes the acceptance of Your offer. Your contract with Patch+Match will then come into force and these Terms will be binding

f. **Your right to cancel the contract.** As a consumer, in accordance with the Competition and Consumer Act provisions:

- 1) You have the right to cancel Your contract within 14 days without giving any reason.
- 2) The 14-day cancellation period begins the day after the contract was made, i.e. when You received written confirmation by Us setting out the price and details of your booking.
- 3) The cancellation period will expire after 14 days from the date on which You receive the written confirmation by Us setting out the price and details of your booking.

- 4) To exercise the right to cancel, You must inform Patch+Match of Your decision to cancel the contract by a clear statement such as a letter sent by post or email or a telephone call.
- 5) If You made a request for the performance of the Services to begin during the contract cancellation period, you acknowledge that You shall pay Patch+Match an amount which is in proportion to what Work has been performed up to the time you communicated Your decision to cancel.
- 6) If You made a request for the performance of the Services to begin during the contract cancellation period, You acknowledge that You will lose the right to cancel Your contract once the Services have been completed and in these circumstances You will be required to pay for the Services in full.

4. Booking a Service

All Services are offered subject to availability and subject to Our acceptance of the Service request.

a. **Online booking service.** This Service provides a quicker alternative to the online Quote Service. The Customer is provided with a pricing menu, a calendar of available Service dates and an interactive form to capture Customer contact details. Submission of the online booking form by the Customer indicates that You choose to proceed with the booking and Your request for Patch+Match to provide the Services will constitute an offer. Patch+Match will then send You confirmation in Writing. The written confirmation constitutes the acceptance of Your offer. Your contract with Patch+Match will then come into force and these Terms will be binding. In the event that the requirements of the Work differ from the information provided by You, We reserve the right to negotiate an amended price.

b. **Online Quote service.** Acceptance of the Quote within 28 days of its date by the Customer indicates that You choose to proceed with the booking and Your request for Patch+Match to provide the Services will constitute an offer. Patch+Match will then send You confirmation in Writing setting out the details of Your booking. The written confirmation constitutes the acceptance of Your offer. Your contract with Patch+Match will then come into force and these Terms will be binding.

c. **Telephone Quote service.** Acceptance of the Quote within 28 days of its date by the Customer indicates that You choose to proceed with the booking and Your request for Patch+Match to provide the Services will constitute an offer. Patch+Match will then send You confirmation in Writing setting out the price and other details of Your booking. The written confirmation constitutes the acceptance of Your offer. Your contract with Patch+Match will then come into force and these Terms will be binding.

d. **Cancellation.** We have a **24 hour cancellation policy relating to appointment bookings.** If You wish to cancel an appointment and You give us at least 24 hours' notice before the booked time of the job, no fee applies. If You do not give at least 24 hours' notice of cancellation, or if We are unable to gain access to the Customer's premises to carry out the Work, You agree to pay Patch+Match a fee of 20% of the accepted Quotation price. This shall apply irrespective of the job having been booked by the Customer or by someone acting on the Customer's behalf e.g. tenant.

5. Price, Payment and Currency

- a. Prices are stated in Australian dollars (AUD) and, where applicable, will include GST. Patch+Match will only accept payment in Australian currency.
- b. The price payable by the Customer is calculated as specified in clause 3 above and shall be stated on the invoice. The charge consists of materials supplied by Patch+Match and the amount of time spent in undertaking the Work. There can be times when Patch+Match may need to charge You a higher amount than agreed. In particular where what You require us to do changes, the type of Work that is involved is different to what was agreed before We started performing the Service, or additional equipment is required to do the job. Where Patch+Match needs to charge You a higher amount than agreed then We will seek Your approval to the extra amount that You need to pay before continuing to provide the Service.
- c. **Payment, Non-Account Customers:** Payment by the Customer is due on completion of the Service. The Customer shall receive an invoice detailing all completed work. All payments made in person on completion of the Service must be paid directly to the onsite Patch+Match Service provider. Payment can be made by cash, Mastercard or Visa debit/credit cards or American Express credit card* (*transaction fee 2% applies) on the day of service; or by bank transfer/EFT within 7 days of receipt of invoice. Payments made via Patch+Match's mobile EFTPOS facility will be processed by National Australia Bank (NAB), our third-party payment processing partner.
- d. **Payment, Account Customers:** Patch+Match will seek to submit invoices to Customers within 2 days of completion of the Service. Payment must be made by the Customer within 30 days after the date of issue of the invoice.
- e. **Late payment:** If You do not make any payment due by the due date for payment, Patch+Match may charge interest to You on the overdue amount from the due day for payment at the rate of 3% a year above the base lending rate of National Bank of Australia from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay interest together with any overdue amount on demand.
- f. **Disputed invoice:** However, if you dispute an invoice in good faith and contact Patch+Match to let Us know promptly after You have received an invoice that You dispute it, clause 5(e) will not apply for the period of the dispute.
- g. This clause 5 shall survive termination or expiry of the Contract.

6. Providing Services

- a. All descriptions, photographs, illustrations etc. contained in any price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Work and nothing contained in any of them shall form part of the Contract.
- b. Patch+Match will provide any equipment required to complete the Work and ensure that it is in good working order. We will also provide the materials required to complete the Work as set out in the written confirmation.
- c. Unless otherwise specified and agreed in Writing between the parties, Patch+Match will be responsible for the removal from site of all waste materials resulting from the Work.
- d. Patch+Match will provide You with the Services:
- 1) using reasonable care and skill;

- 2) in compliance with commonly accepted practices and standards in the relevant industry or trade; and
- 3) in compliance with all applicable laws and regulations in force at the time of providing the Services.

e. Patch+Match will make every reasonable effort to provide the Services in accordance with the time scales set out in the written confirmation. However, Patch+Match shall not be under any liability to the Customer if it should either be impossible or impracticable to carry out the Work on the agreed date or at all due to an event or events outside of Our control.

f. During the provision of the Services to You by Patch+Match, We shall maintain in force with a reputable insurance company, public liability insurance in an amount not less than AUD 10,000,000.

7. Customer Obligations and Liabilities

a. You will provide, on request, any information that Patch+Match reasonably requires to enable Us to provide the Services, e.g. information relating to the access of Your property. If any information You provide is incomplete or incorrect We may make an additional charge of a reasonable sum to cover any extra Work that is required. Any additional charges will be agreed with You in advance.

b. You will be responsible (at Your own cost) for obtaining all necessary planning, landlord or other consents, permissions and approvals before We start performing the Work and shall provide a copy to Patch+Match if reasonably requested to do so. You must obtain permission for Patch+Match to proceed over property belonging to third parties. The Customer shall indemnify Us against all claims of whatsoever nature made by third parties arising out of the presence of Patch+Match or its sub-contractors on the Customer's property save where such claim results directly from negligence on Patch+Match's part.

The Customer shall be liable to Patch+Match for all loss or damage whether direct, indirect or consequential which is suffered by Us as a result of Your failure or delay in performing the obligations referred to above.

c. You will allow Patch+Match to gain access to Your property at the agreed dates and times when We will perform the Services. If keys are provided, these must open and close all locks without special effort or skill. If the property is protected by an alarm, You must provide full details of how to disable and reset it. You agree to notify Patch+Match in Writing if you provide us with keys to your property. Arrangements shall be made for the return of the keys on completion of the Services. If You fail to make such arrangements, Patch+Match will return the keys by unregistered post to the Customer's address for a fee of AUD 10.00 to cover postage and administration.

d. You will at all times provide a safe working environment for Patch+Match and its sub-contractors for the purpose of carrying out the Work. You must let Patch+Match know of any dangerous gases, liquids or other materials or of anything that You believe may present a hazard or danger to any person who is due to carry out the Work, before such Work is started.

e. You will be responsible (at Your own cost) for preparing Your property for the safe supply of the Services and removing (if you are able to) any items from the areas in the property where We will be performing the Work by the date or time when We are due to start performing the Services.

f. You will be responsible (at Your own cost) for providing a running water supply and electricity from standard household sockets at the property where the Services are to be carried out.

g. You must inform Patch+Match prior to the start of the Services if there will be any animals present at Your property whilst We are on site, and to ensure (at Your own cost) that such animals are secured and cared for. You must ensure that there are no unaccompanied children at the property whilst Patch+Match is on site. Under no circumstances shall Patch+Match accept any responsibility for the care of any children or animals at the property.

h. You will be responsible (at Your own cost) for covering any items, furniture or fixtures and fittings which You will not be moving from the area of the property where Patch+Match will be working in order to protect them from dust, paint or dirt. You will also be responsible for securing or removing any valuables, breakables or sentimental items prior to the start of the Services.

i. You will be liable for the security of equipment belonging to or hired in by Patch+Match or its sub-contractors and shall indemnify Us against its loss, theft or damage.

j. If You do not comply with or fulfil Your obligations under this clause 7, We may be prevented from performing the Services. If so, such failure will constitute 'an event outside Patch+Match's control' and entitle Us to suspend or cancel the Services in accordance with clause 6. If Patch+Match is prevented from performing the Services at the time agreed, or at all, as a result of Your failure to fulfil Your obligations under this clause 7, You agree to pay the cancellation charge (subject to any cancellation rights You may have) under clause 4.

k. The Customer shall be liable for any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms.

8. Service Problems

a. The Customer will be responsible for inspecting the Work as far as it is reasonably possible to do so immediately upon its completion and in the unlikely event that You consider the Services have not been provided in accordance with the Contract Work, will contact Patch+Match, to explain the problem, within ten (10) days from the date of inspection and discovery of the problem.

In the absence of any such notice, the Work shall be conclusively presumed to be complete and free from any defect, which would be apparent on reasonable examination.

b. Subject to clause 8(a) and the exclusions listed below, if Patch+Match was at fault We undertake to correct, repair or make good any defect in the completed Work which appears within 6 months of completion of the same free of charge. This undertaking shall only apply to work carried out, completed and invoiced by Patch+Match and which is paid for by the Customer by the due date for payment ascertained in accordance with clause 5. For the avoidance of doubt Patch+Match shall have no responsibility or liability under clause 8 in relation to any of the following:

- 1) Your failure to notify Us of any defect with the Services within the period of six (6) months of completion of the Work;
- 2) damage or defects resulting from Your negligence, wilful act, or faulty workmanship, or that of any third party engaged or authorised by You to carry out any work for you;
- 3) any recall arising from circumstances or factors known to the Customer but not notified or disclosed to Us prior to the Work having been undertaken.
- 4) damage to Your property caused by waste left behind following completion of the Work, save where the same has been caused by Our negligence or failure to exercise reasonable care and skill;

5) pre-existing wear and tear, damage, defects or faults in Your property, its contents or Your belongings.

c. Where You report a problem, it may be necessary for Patch+Match to arrange a site visit. In this event, You agree that We shall be entitled to take photographs of any defective Work for the purpose of resolving the issue.

d. In the unlikely event that the Customer is not satisfied with the remedy provided by Patch+Match under clause 8(b) above, the Customer may seek compensation for the difference between the value of the Services provided compared to the price paid, or may seek to terminate the Contract for Services and obtain a full refund.

9. Limitation of Liability

Patch+Match's liability shall be limited to:

a. The repair or making good of any defect pursuant to its undertaking in clause 8(b) above and subject always to 8(a) above. In the case of a valid claim Patch+Match may, in its sole discretion refund to the Customer the price of Services (or an appropriate proportion of the price). We will have no further liability to the Customer in respect of the matters referred to in this clause 9(a).

b. We will not be liable in any way for loss, damage, costs or expenses (including loss of profit) arising directly or indirectly from any failure or delay in performing any obligation under this Contract by reason of any event or circumstance outside the reasonable control of Patch+Match, including (but not limited to), any strikes, industrial action, failure of power supplies or equipment, government action or Act of God.

c. Liability for death or personal injury resulting from negligence in the course of carrying out Patch+Match's duties and

d. The reasonable costs of repair and reinstatement of any loss or damage to the Customer's property if such loss or damage results from Patch+Match's negligence or that of its sub-contractors, and the Customer incurs such costs.

e. We will not, in any event (to the maximum extent permitted by law) be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to Your use of Our website and/or materials contained on it, or as a result of the inaccessibility of Our website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

10. Intellectual Property

a. Patch+Match owns copyright with respect to (but not limited to) its logos, slogans, text, photographs, videos and graphics and these may not be used, reproduced, copied or modified by a third party without our written permission. All other use, copying or reproduction of Our website or any part of it is prohibited, except to the extent permitted by law. For further detail please see our Intellectual Property & Copyright Information.

11. Data Protection

Patch+Match undertake to process all personal data obtained during the performance of its business in accordance with the principles laid down in the Privacy Act 1988 (Cth). Please see Our Privacy Policy for more information.

12. Miscellaneous

a. Cancellation of Contract

If the Customer cancels the Contract without Patch+Match's consent other than pursuant to clause 3 above, the Customer shall indemnify us against all loss, damage, claims or other actions arising out of such cancellation unless otherwise agreed in writing.

b. Indemnity

The Customer shall indemnify Patch+Match against all actions, suits, claims, demands, losses, charges, costs and expenses which We may suffer or incur in connection with a claim by any third party resulting from a breach of the Customers obligations, undertakings, representations and warranties in connection with this Contract.

c. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with Australian law and shall be subject to the exclusive jurisdiction of the Australian Courts.

d. Waiver

If Patch+Match does not exercise a right or power when it is able to do so this will not prevent it exercising that right or power. When it does exercise a right or power it may do so again in the same or a different manner.

d. Statutory Rights

The rights of Patch+Match and the Customer and remedies under the Contract are additional to and not in derogation of, any other rights and remedies they may have at law.

e. Severability

If any provision set out in the Contract is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provisions held invalid shall not be affected.

f. Website Availability

Because public networks, such as the internet, occasionally experience disruptions, Patch+Match cannot guarantee the patchandmatch.com.au website will be available 100% of the time. Although We strive to provide the most reliable website possible, interruptions and delays in accessing the website are unavoidable and Patch+Match disclaims any liability for damages resulting from such problems.

g. Typographical Errors

Information on the patchandmatch.com.au website may contain technical inaccuracies or typographical errors. Patch+Match attempt to make Our descriptions as accurate as possible, but does not warrant that the content of Our website is accurate, complete, reliable, current, or error-free.

h. Licence

Patch+Match grants the Customer a personal, non-exclusive, and non-transferable right to access and use the content on the patchandmatch.com.au website. All use must be in accordance with all Patch+Match stated terms and policies, including those in Our Privacy Policy.

i. Off-Site Links

A link to a non-Patch+Match website does not mean that We endorse or accept any responsibility for the content or the use of such website. It is up to the Customer to take precautions to ensure that whatever it selects for its use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

Contact Details

Please use the following details for contact with Us:

Patch and Match Wall Repairs
PO Box 2006
Spotswood
Victoria 3015

Phone: 1800 931 705

Email: office@patchandmatch.com.au