



TERMS OF TRADE

Terms & Conditions

Terms means these Terms and Conditions of Trade.

These Terms of Trade apply to all transactions

Goods means all Goods supplied from time to time by PoolFx Limited to the Customer,

Services means Services supplied from time to time by PoolFx Limited to the Customer under a contract/agreement for, or in relation to, the performance of work (including work of a professional nature), whether with or without the supply of Goods.

The following constitute the terms and conditions of business between us, PoolFx Ltd and you, the client.

1. PoolFx Ltd agrees to supply the Goods and Services to the Customer as specified.

(a) The Customer has read and accepts this contract and acknowledges that any right of cancellation, addition, deletion, amendment, waiver or variation of these Terms by PoolFx Limited will only be effective if given in writing by a PoolFx Limited authorised person.

2. Confidentiality:

(a) PoolFx Ltd must have all the relevant details of the payer of the invoice at the time of job booking. We regard client confidentiality as of paramount importance. We will hold in confidence all information concerning you and your property.

(b) When booking a job for a rental property, PoolFx Ltd will require the details and authorization of the landlord for go ahead before any job commences or as the tenant you will accept full responsibility for the debt incurred. PoolFx Ltd reserves the right to refuse service.

3. Price:

(a) Where a quotation has been given for work to be performed; unless otherwise agreed, that quote remains valid for 30 days and will lapse thereafter without notice. Your acceptance of our quotation must be confirmed in writing prior to commencement of work. We may withdraw that quotation any time before acceptance.

(b) The price for goods and/or Services will either be as quoted to the Customer in writing or, if no written quote is provided, pursuant to PoolFx Ltd standard charges applying at that time. CBD Customers may not be charged mileage however a vehicle tariff will be applied.

(c) All service work will have a minimum of 1 hour charge out plus travel or vehicle tariff applied to the invoice.

(d) A 50% deposit for some products or services may be required before commencement of the job; you will be advised of this before the job goes ahead. Please note 10% of the total deposit paid is non refundable.





4. Payment:

- (a) Payment of the claimed amount is due and payable by you within 7 days following invoice. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments, covering work done and costs incurred up to the date of the invoice.
- (b) If you disagree for any reason with the claimed amount, you will respond in writing before the payment is due.
- (c) When arranged in advance, payments may be made on the 20th of the month following invoice.

5. Late Payment:

- (a) The Customer will pay late payment charges to PoolFx Ltd on all monies unpaid by the due date and will pay all costs incurred by PoolFx Ltd in recovery of any Goods or monies subsequent to default by the Customer.
- (b) The rate of late payment charges shall be 5% per month from the date of default being the due date or the date upon which any cost of recovery is incurred. Such late payment charges shall be calculated daily and compounded monthly from the date of default until payment in full shall be received.
- (c) The charging of late payment charges does not imply the granting of any extension of credit.
- (d) When the Customer is in default, any monies received by PoolFx Ltd shall be applied firstly in payment of late payment charges due, secondly in payment of recovery costs and the residue applied in reduction of the original invoice debt.
- (e) If for any reason PoolFx Ltd have to resell Goods ordered by the Customer the Customer shall pay and/or indemnify PoolFx Ltd for all repossession, storage, resale (including any shortfalls including total loss sustained between the sale price to the Customer and the resale to a third party) and legal costs incurred and all costs of recovery as above.

6. Locked Gate Fee:

- (a) Where a customer has requested PoolFx Ltd to perform a service and access needs to be gained to the property, the Customer is required to inform PoolFx Ltd any gate code or key changes.
- (b) The inability of PoolFx Ltd to complete a job, as a direct result of inability to gain access due to a locked gate, the Customer may be charged the full service fee regardless if the service has been completed.

7. Site Revisit Fee:

- (a) The Customer will keep PoolFx Ltd informed regarding any detrimental issue on site i.e. no power at property or incorrect water level in pool etc, that would affect the ability for PoolFx Ltd to undertake the required service.
- (b) The Customer may be charged a \$35 (ex gst) revisit fee should PoolFx Ltd arrive on site and unable to perform required duties due to lack of information from Customer.

