

## **Terms and Conditions**

Welcome to Murphys Plumbing Vic Pty Ltd. By engaging our services, requesting a quote, or allowing us to carry out work or supply goods, you acknowledge reading & agreeing to be bound by the terms of this agreement.

## **Services Provided**

We provide licensed plumbing, drainage, gas fitting, excavation, trenching, pipe repairs, roofing, mechanical services and other related services.

Any work not specifically included in a written quote will be treated as additional work and charged accordingly.

## **Quotes and Estimates**

All quotes are valid for 30 days unless otherwise stated. Estimates are based on information available at the time and may change if unforeseen conditions are encountered, particularly after work has commenced including hidden underground services or difficult site conditions.

We reserve the right to vary the quotation once works have commenced.

## **Excavation and Underground Services**

Excavation work carries inherent risks due to the possibility of hidden or inaccurately marked underground services.

Customers are responsible for informing us of any known underground infrastructure, including water pipes, sewer lines, stormwater drains, gas lines, electrical conduits, communications cables, irrigation systems, private service lines and any other buried services.

Plans are indicative only and do not guarantee the exact location or depth of underground assets.

## **Damage to Underground Pipes and Services**

Despite all reasonable care, excavation may result in accidental contact with underground pipes, drains, cables, or other services.

We are not liable for damage to underground services that are:

- Not identified or disclosed by the customer;
- Not accurately shown on plans;
- Privately installed or undocumented;
- Located differently from expected.

Where a pipe or service is struck or damaged during excavation:

- Repairs required to restore the damaged service will be charged to the Customer unless the damage is caused solely by our proven negligence.
- Emergency response costs, material costs, and authority charges are payable by the Customer.
- Work may be suspended until repairs are completed.

## **Customer Indemnity**

You indemnify us against any loss, cost, claim, or damage arising from inaccurate plans, undisclosed services, or unexpected underground conditions.

## **Unforeseen Site Conditions**

Additional charges may apply where work is affected by:

- Rock, shale or hard ground;
- Tree roots;
- Groundwater;
- Contaminated soil;
- Structural obstructions;
- Hidden or damaged existing infrastructure.

A quotation is based on the excavation of clean soils only free from rock or shale, unless otherwise specifically stated in writing.

## **Property and Surface Restoration**

Unless specifically included in the quote, our services do not include reinstatement of landscaping, lawns, paving, decorative finishes, or other surface treatments disturbed during the course of the works.

Existing soils shall be returned to excavated areas where possible and the ground shall be left filled.

## **Existing Plumbing**

The customer acknowledges that we are not responsible for faults, blockages, leaks, failures, deterioration, damage, or defects relating to any pre-existing plumbing, drainage, gas, stormwater, sewer, water, or associated systems that were installed prior to us commencing works.

Where works are carried out on or connected to existing plumbing systems, we give no warranty as to the condition, performance, compliance, or longevity of the existing infrastructure. Any defects, corrosion, root intrusion, collapsed pipework, incorrect installation, non-compliant plumbing, hidden damage, or failures discovered during or after the works shall be treated as a variation and may incur additional costs.

When repairing or unblocking a drain, no warranty is provided in relation to future blockages regardless of timeframe reoccurring whether in the same location or other drainage/sewer lines within the same property.

## **Roof Leaks**

Roof leaks can be difficult to trace and may require multiple visits or additional work. While every reasonable effort will be made to locate and repair leaks, no guarantee is given that the leak has been permanently resolved due to possible hidden or inaccessible causes. Further repairs may be required at additional cost.

## **Variations and Additional Work**

Any work requested outside the original scope, or required due to unforeseen conditions, will be charged at our standard rates or as agreed in writing.

## **Access and Safety**

Customers must provide safe and unobstructed access to the work area, obtain necessary approvals and permissions, clearly identify any known hazards or services, remove valuable or fragile items from the work area. We reserve the right to suspend or delay work if site conditions are unsafe or access is restricted.

For the safety of all persons on site, the Customer must ensure that children and pets, including horses, cows, sheep, goats, chickens etc are kept clear of all work areas at all times while the Contractor is carrying out works. The customer also acknowledges that the Contractor is moving in and out of the property and/or house and that animals that escape an area that the Contractor is working in that had not been removed out of the work site is their responsibility

We may use ladders, excavation equipment, open trenches, power tools, machinery, and other potentially hazardous equipment during the course of the Works. The Customer acknowledges that these activities present inherent risks and agrees to take all reasonable steps to prevent children, pets, livestock, occupants, visitors, or other third parties from entering or remaining within the work area.

We reserve the right to suspend work where the presence of children, pets, livestock, occupants, or visitors creates a safety risk. Any delays, additional costs, or losses arising from such suspension or interruption of work shall be the responsibility of the Customer.

## **Payment Terms**

Payment is due within the timeframe stated on the invoice unless otherwise agreed. Late payments may incur interest at the rate of 2%, administrative fees, and debt recovery costs. The statute of limitations for contract debts in Victoria is six years from the date the debt became due.

Ownership of materials supplied remains with us until payment is received in full.

You agree to pay us all expenses (including legal costs and mercantile agent fees and commissions) incurred in collecting any outstanding debts.

The Customer accepts that invoices shall NOT be itemized.

Withhold future services. We have the right to pause or refuse work for a customer who has an outstanding unpaid invoice.

## **Permits and Authority Fees**

Any council permits, inspections, utility fees, or traffic control costs are the responsibility of the customer unless expressly included in the quotation.

## **Delays Beyond Our Control**

We are not responsible for delays caused by weather, supplier shortages, utility providers, permit approvals, or unforeseen site conditions.

## **Warranty**

We warrant our workmanship in accordance with Australian Consumer Law & Industry Standards. Warranty does not cover:

- Existing defective infrastructure;
- Undisclosed underground services;
- Normal wear and tear;
- Damage caused by third parties.

- Pipe or service strikes caused by inaccurate or unavailable service information.

Certificate of compliances shall cost an additional fee of \$150 plus GST.

### **Limitation of Liability**

To the maximum extent permitted by law, our liability is limited to re-performing the services or refunding the amount paid for the affected services. We are not liable for indirect, consequential, or economic loss. Nothing in these Terms and Conditions excludes rights under Australian Consumer Law.

## **Latent Conditions**

We are not responsible for costs arising from hidden or pre-existing conditions, including:

- Corroded or collapsed pipes;
- Blocked or damaged drains;
- Structural defects;
- Non-compliant installations.

Any remedial work required will be charged separately.

## **Damage to Property**

While all reasonable care is taken, we are not liable for unavoidable damage resulting from:

- Necessary excavation,
- Use of machinery,
- Access to confined spaces,
- Existing structural weaknesses.

Repairs to landscaping, paving, lawns, or decorative finishes disturbed during the works are not included unless expressly stated.

## **Termination**

We may suspend or terminate work if:

- Payment is overdue;
- Site conditions are unsafe;
- Required approvals are not obtained.

The Customer must pay for all work completed and materials supplied up to the termination date.

## **Insurance**

We maintain appropriate public liability and workers compensation insurance.

## **Governing Law**

These Terms and Conditions are governed by the laws of Victoria and Australia.

## **Contact Us**

If you have any questions regarding these Terms and Conditions, please contact:

### **Murphys Plumbing Vic Pty Ltd**

Phone: 0438 298 659

Email: [murphysplumbingvic@gmail.com](mailto:murphysplumbingvic@gmail.com)