

Dependable Laundry Solutions – Terms & Conditions of Trade

1.	Definitions	
	1.1	"Acknowledgment Document" means the document signed by the Customer in conjunction with these Terms and Conditions of Trade and applicable if DLS elects, whereby the Customer acknowledges the extent and effect of the provision of security the Customer provides to DLS in consideration of the provision of Goods or Services.
1.2		"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
1.3		"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
1.4		"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using DLS' website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.
1.5		"Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting DLS to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and: (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and (c) if the Customer is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and (d) includes the Customer's executors, administrators, successors, and permitted assigns.
1.6		"DLS" means Timechief Pty Ltd T/A Dependable Laundry Solutions, its successors or assigns or any person acting on behalf of and with the authority of Timechief Pty Ltd T/A Dependable Laundry Solutions.
1.7		"Goods" means all Goods or Services supplied by DLS to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
1.8		"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
1.9		"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between DLS and the Customer in accordance with clause 5 below.
2.	Acceptance	
2.1		The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
2.2		In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
2.3		Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
2.4		The Customer acknowledges and accepts that the supply of Goods: (a) on credit shall not take effect until the Customer has completed a credit application with DLS and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, DLS reserves the right to refuse delivery; (b) for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, DLS reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 5.2. In all such cases DLS will notify the Customer in advance of any such substitution and reserves the right to place the Customer's order and/or Services on hold until such time as DLS and the Customer agree to such changes.
2.5		Any advice, recommendation, information, assistance, or service provided by DLS in relation to Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on DLS' own knowledge and experience and shall be accepted without liability on the part of DLS. Where such advice or recommendations are not acted upon then DLS shall require the Customer or their agent to authorise commencement of the Services in writing. DLS shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
2.6		Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3.	Errors and Omissions	
3.1		The Customer acknowledges and accepts that DLS shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by DLS in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by DLS in respect of the Services.
3.2		In circumstances where the Customer is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Customer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) (" Customer Error "). The Customer must pay for all Goods it orders from DLS notwithstanding that such Goods suffer from a Customer Error and notwithstanding that the Customer has not taken or refuses to take Delivery of such Goods. DLS is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Customer Errors.
4.	Change in Control	
4.1		The Customer shall give DLS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by DLS as a result of the Customer's failure to comply with this clause.
5.	Price and Payment	
5.1		At DLS' sole discretion, the Price shall be either: (a) as indicated on any invoice provided by DLS to the Customer upon placement of an order for Goods; or (b) the Price as at the date of Delivery of the Goods according to DLS' current price list, as previously disclosed to the Customer upon the Customer's placement of an order for Goods; or (c) DLS' quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of fourteen (14) days.
5.2		DLS reserves the right to change the Price (a) if a variation to the Goods which are to be supplied (including any applicable designs or specifications) is requested; or
		(b) where additional work is required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, as a result of delays from third party suppliers, obscured/latent site defects which require remedial work or further faults which are found upon disassembly and/or further inspection) which are only discovered upon commencement of the Services; or (c) in the event of increases to DLS in the cost of labour or parts and/or materials, or fluctuations in currency exchange rates, which are beyond DLS' control.
5.3		Variations will be charged for on the basis of DLS' quotation, and will be detailed in writing, and shown as variations on DLS' invoice. The Customer shall be required to respond to any variation submitted by DLS within ten (10) working days. Failure to do so will entitle DLS to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
5.4		At DLS' sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by DLS or as notified to the Customer prior to the placement of an order for Goods.
5.5		Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by DLS, which may be: (a) before delivery of the Goods; (b) the date specified on any invoice or other form as being the date for payment; or (c) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Customer by DLS.
5.6		Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and DLS.
5.7		DLS may in its discretion allocate any payment received from the Customer towards any invoice that DLS determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer DLS may re-allocate any payments previously received and allocated. In the absence of any payment allocation by DLS, payment will be deemed to be allocated in such manner as preserves the maximum value of DLS' Purchase Money Security Interest (as defined in the PPSA) in the Goods.
5.8		The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by DLS nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Customer must notify DLS in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as DLS investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in DLS placing the Customer's account into default and subject to default interest in accordance with clause 16.1.
5.9		Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to DLS an amount equal to any GST DLS must pay for any supply by DLS under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
6.	Delivery of Goods	
6.1		Delivery (" Delivery ") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at DLS' address; or (b) DLS (or DLS' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
6.2		The cost of Delivery will be payable by the Customer in accordance with the quotation provided by DLS to the Customer, or as otherwise notified to the Customer prior to the placement of an order for Goods.
6.3		The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.
6.4		Any time specified by DLS for Delivery of the Goods is an estimate only and DLS will not be liable for any loss or damage incurred by the Customer because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If DLS is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then DLS shall be entitled to charge a reasonable fee for redelivery and/or storage.
7.	Risk	
7.1		Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
7.2		If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, DLS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by DLS is sufficient evidence of DLS' rights to receive the insurance proceeds without the need for any person dealing with DLS to make further enquiries.
7.3		If the Customer requests DLS to leave Goods outside DLS' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.
7.4		The Customer acknowledges and accepts that Goods supplied may: (a) expand, contract or distort as a result of exposure to heat, cold, weather; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.
8.	Installation, Maintenance and/or Repairs	
8.1		Unless otherwise agreed in writing, the installation, maintenance, and repair of the Services are excluded in the Price, and: (a) installation shall be the Customer's responsibility and DLS shall not be liable for any damage to the Goods during, or as a consequence of, incorrect installation, or any attempted installation, of the Goods by the Customer or any third party; (b) where DLS is contracted to install the Goods, DLS shall connect the Goods to the nominated site's water supply (including hot water supply, if available). The cost of any plumbing contracting work required to bring the services and connection fitting to within one (1) metre of the connection point of the Goods shall be borne by the Customer, and in addition to the Price; (c) where DLS is contracted to do so, DLS shall be responsible for the regular maintenance of the Goods (and/or any other machine that may be the subject of this Contract). In the event of a reported breakdown, DLS shall promptly respond (during normal business hours), and attend to the repair and re-installment, or replacement, of the faulty Goods and/or parts; and (d) the Customer acknowledges that DLS is only responsible for parts that are replaced by DLS and that in the event that other parts and/or components, subsequently fail, the Customer agrees to indemnify DLS against any loss or damage to the machine, or caused by the machine, or any part thereof howsoever arising.
8.2		If DLS has been requested by the Customer to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Customer irrespective of whether or not the repair goes ahead.
9.	Site Access and Condition	
9.1		It is the intention of DLS and agreed by the Customer that the Customer shall ensure that DLS has clear and free access to the site at all times to enable them to undertake the Services. DLS shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of DLS.
9.2		Where DLS requires that Goods, equipment, parts, and tools etc. to be stored at the site, the Customer shall supply DLS a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft, or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Customer's responsibility.
10.	Compliance with Laws	
10.1		The Customer and DLS shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods and/or Services.
10.2		Where the Customer has supplied products for DLS to complete the Services, the Customer acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in DLS' opinion, it is believed that the materials supplied are non-conforming products and will not conform with state and/or territory regulations, then DLS shall be entitled, without prejudice, to halt the Services until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 5.2.
10.3		The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Goods. <i>Modern Slavery</i>
10.4		For the purposes of clauses 10.4 to 10.9: (a) " Act " means the <i>Modern Slavery Act 2018 (cth)</i> (b) " Modern Slavery ", " Modern Slavery Statement " and " Reporting Entity " have the meanings given by the Act.
10.5		If the Customer is a Reporting Entity, it shall comply with all of its obligations under the Act.
10.6		Whether the Customer is a Reporting Entity or not, the Customer shall: (a) use reasonable endeavours to identify, assess and address risks of Modern Slavery practices in its operations and supply chains; (b) use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains used for the purposes of the Contract have undertaken suitable training to identify and report Modern Slavery; (c) use its reasonable endeavours to ensure that if at any time the Customer becomes aware of Modern Slavery practices in its operations and supply chains, the Customer must as soon as reasonably practicable take all reasonable steps to address or remove these practices; (d) provide to DLS a copy of any Modern Slavery Statement that it submits under the Act within seven (7) days of so doing; and (e) within seven (7) days of DLS' request (or such longer period as DLS agrees), provide to DLS any information or assistance reasonable requested by DLS; (i) concerning the Customer's compliance with the Act; (ii) concerning the Customer's operations and supply chains; (iii) to enable DLS to prepare a Modern Slavery Statement or otherwise comply with the Act; or (iv) to enable DLS to assess and address risks of Modern Slavery practices in its operations and supply chains.
10.7		The parties agree that in the circumstances a breach arises pursuant to this clause or the terms of the Act, the parties will try and resolve the breach by way of remediation and DLS will be able to terminate the Contract for any breach by the Customer.
10.8		The Customer warrants that any information supplied to DLS is true and accurate and may be relied upon for the purposes of the Act.
10.9		The Customer shall indemnify DLS against any loss or liability suffered by DLS as a result of the Customer's breach of this clause 10.
11.	Title	
11.1		DLS and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid DLS all amounts owing to DLS; and (b) the Customer has met all of its other obligations to DLS.
11.2		Receipt by DLS of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
11.3		It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 11.1: (a) the Customer is only a bailee of the Goods and must return the Goods to DLS on request; (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for DLS and must pay to DLS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for DLS and must pay or deliver the proceeds to DLS on demand; (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of DLS and must sell, dispose of or return the resulting product to DLS as it so directs;
		(e) the Customer irrevocably authorises DLS to enter any premises where DLS believes the Goods are kept and recover possession of the Goods; (f) DLS may recover possession of any Goods in transit whether or not Delivery has occurred; (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of DLS; and (h) DLS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
12.	Personal Property Securities Act 2009 ("PPSA")	
12.1		In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
12.2		Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by DLS to the Customer, and the proceeds from such Goods.
12.3		The Customer undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which DLS may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii); (b) indemnify, and upon demand reimburse, DLS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of DLS; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of DLS; (e) immediately advise DLS of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.
12.4		DLS and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
12.5		The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
12.6		The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
12.7		Unless otherwise agreed to in writing by DLS, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
12.8		The Customer must unconditionally ratify any actions taken by DLS under clauses 12.3 to 12.5.

Please note that a larger print version of these terms and conditions is available from DLS on request.