Payment & Terms of Trade

Simple, upfront and fair. Here's how paying Proximity works. Last updated 7 November 2026.

How payment works

Smaller jobs
Payment is due on completion, before your plumber leaves. Pay by card or bank transfer.

Strata, commercial and property managers
Approved accounts are invoiced on completion and pay within 14 days. Please quote your invoice number, and work order number if you have one.

Bigger jobs, $10,000 and over
Payments follow the work as it's done. On bigger jobs we buy your materials and lock in our team before we start; staged payments are how we secure your start date and your price.

10%	40%	50%
On acceptance	On commencement, the first day on site	On completion

Home warranty insurance.
Not included in the quoted price. Where required, it is quoted and charged separately on acceptance. Works over $20,000 require a written home building contract.

Your card, saved securely.
When you accept a quote, your card is stored securely and charged for each payment as it falls due, with a receipt and tax invoice emailed every time.

Key terms at a glance

A plain-English summary. The full terms apply, and prevail if there is any difference.

Accepting a quote	Accepting a quote online, in writing or by telling us to start means you agree to these terms (clause 2).
Quotes	Valid for 30 days. A quoted price is fixed and only changes if you ask for a variation or we find a hidden condition, and any variation is agreed in writing before we do it (clause 5).
When you pay	Service, repair, maintenance and emergency work, and quoted jobs under $10,000: in full on completion. Quoted jobs of $10,000 and over: 10% on acceptance, 40% on commencement and 50% on completion. Approved accounts: within 14 days of the invoice (clause 5.5).
Your saved card	When you accept a quote, your card is stored securely and charged as each payment falls due, with a receipt and tax invoice every time (clause 5.7).
How to pay	Card, bank transfer or the payment link on your invoice (clause 5.8). We will never change our bank details by email (clause 5.12).
Invoice disputes	Tell us in writing within 7 days of the invoice, and pay the part that is not in dispute (clause 5.10).
Overdue accounts	Interest of 10% a year. After 30 days an account may go to a collection agency, and its commission (currently 10%) and reasonable legal costs are added (clause 15).
Home warranty insurance	Not included in the quoted price. Where required, it is quoted and charged separately on acceptance. Works over $20,000 require a written home building contract (clause 2.10).

Our warranty	Our Lifetime Labour Warranty, on top of your rights under the Australian Consumer Law and the Home Building Act (clause 13).
Cancelling approved work	You pay for work done plus a restocking and admin fee of up to 20%. No fee during a cooling-off period or if we are at fault (clause 16).

Terms and Conditions of Trade

These terms apply to every quote, job and invoice, residential, commercial and strata, by Proximity Plumbing Pty Ltd ATF Demirdonder Family Trust (ABN 22 729 887 835, ACN 606 640 215, NSW Contractor Licence 285594C). They replace all earlier versions and apply to quotes accepted and work booked from 7 November 2026.

1. Definitions and interpretation

1.1 "Contract" means these terms and conditions together with any quotation, estimate, order, invoice, variation or other document expressed to be supplemental to this Contract.

1.2 "Proximity" means Proximity Plumbing Pty Ltd (ACN 606 640 215) as trustee for the Demirdonder Family Trust (ABN 22 729 887 835), trading as Proximity Plumbing, of Shop 1/229 Bronte Road, Waverley NSW 2024, holder of NSW Contractor Licence No. 285594C (issued by Building Commission NSW), its successors and permitted assigns, and any person acting on its behalf and with its authority. Proximity's licensed supervisor is William Demirdonder (Licence No. 275278C).

1.3 "Client" means the person/s or entity requesting Proximity to provide the Works as specified in any quotation, order, invoice or other documentation, and any person acting on behalf of and with the authority of the Client, and:

(a) if there is more than one Client, is a reference to each Client jointly and severally;

(b) if the Client is a partnership, binds each partner jointly and severally;

(c) if the Client is acting as trustee of a trust, binds the Client in its personal capacity and as trustee; and

(d) includes the Client's executors, administrators, successors and permitted assigns.

1.4 "Works" means all services provided by Proximity to the Client at the Client's request from time to time, including consultation, diagnosis, plumbing, drainage, gasfitting, maintenance, repair and installation services.

1.5 "Materials" means all goods, parts, fixtures, fittings, appliances and equipment supplied by Proximity in connection with the Works. Where the context permits, references to Works include Materials and references to Materials include Works.

1.6 "Worksite" means the address nominated by the Client at which the Works are to be carried out or to which the Materials are to be delivered.

1.7 "Price" means the price payable (plus GST where applicable) for the Works as agreed between Proximity and the Client in accordance with clause 5.

1.8 "Consumer" means a Client who acquires the Works as a consumer within the meaning of the Australian Consumer Law.

1.9 "ACL" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

1.10 "HBA" means the Home Building Act 1989 (NSW) and the Home Building Regulation 2014 (NSW).

1.11 "Personal Information" has the meaning given to it in the Privacy Act 1988 (Cth).

1.12 "Confidential Information" means information of a confidential nature, whether oral, written or electronic, including this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, pricing details, and any Personal Information.

1.13 "GST" means Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.14 "Business Day" means a day that is not a Saturday, Sunday or public holiday in New South Wales.

1.15 "Completion" means the date on which Proximity finishes the Works (or, where the Works are carried out in stages, the relevant stage), and "Installation" of any Materials means the date on which those Materials are installed.

1.16 "Approved Account" means a credit account approved by Proximity under clause 2.4.

1.17 "Cancellation Fee" has the meaning given in clause 16.3(b).

1.18 References to any legislation include that legislation as amended or replaced from time to time.

2. Acceptance

2.1 The Client accepts, and is bound by, this Contract if the Client accepts Proximity's quotation (in writing, electronically, including by ticking the acceptance box, or by any other means), places an order for Works, or instructs Proximity to commence the Works.

2.2 If there is any inconsistency between this Contract and any other prior document or schedule the parties have entered into, this Contract prevails, except that any special conditions agreed in writing by both parties for a particular job prevail over these general terms.

2.3 This Contract may only be amended in writing with the consent of both parties.

2.4 Works will only be supplied on credit once the Client has completed a credit application with Proximity, it has

been approved, and a credit limit has been established for the account. Proximity may also ask for a personal guarantee from a director before approving an account.

2.5 If the Works requested would exceed the Client's credit limit, or the Client's account is outside its payment terms, Proximity may decline to supply further Works until the account is brought within terms.

2.6 Any advice, recommendation or information given by Proximity is given in good faith and is based on Proximity's knowledge and experience. If the Client chooses not to follow Proximity's advice or recommendation, Proximity may require the Client to authorise commencement of the Works in writing and, to the extent permitted by law, Proximity will not be liable for loss or damage that results from the Client's decision not to follow that advice.

2.7 Where the Client asks Proximity to diagnose a fault requiring investigation, disassembly and/or testing, Proximity will tell the Client its diagnostic or call-out charges before starting, and those charges are payable whether or not the Client proceeds with the repair.

2.8 Where Proximity performs a temporary repair at the Client's request:

(a) Proximity will explain that the repair is temporary and Proximity cannot guarantee against a recurrence of the original fault; and

(b) Proximity will advise the Client of the fault and provide an estimate for the permanent repair required.

2.9 The parties agree that this Contract, and any quotation, variation or notice under it, may be signed and exchanged electronically in accordance with the Electronic Transactions Act 2000 (NSW) and the Electronic Transactions Act 1999 (Cth).

2.10 Where the Works are residential building work under the HBA with a value of more than $5,000 (including GST), Proximity will provide the Client with a written contract that complies with the HBA and a copy of the Consumer Building Guide before the contract is entered into, and those documents form part of this Contract. **Home warranty insurance** is not included in the quoted Price. Where required, it is quoted and charged separately on acceptance. Works over $20,000 require a written home building contract.

3. Errors and omissions

3.1 Subject to the ACL, Proximity is not liable for any clerical or typographical error or omission described below, and may correct it by notice to the Client. If a correction materially changes the Price or scope of the Works, the Client may cancel the affected part of the Contract without penalty, paying only for Works already performed. This clause applies to errors or omissions:

(a) made inadvertently by Proximity in preparing or administering this Contract; or

(b) contained in, or omitted from, any brochure, website or other literature (hard copy or electronic) supplied by Proximity in respect of the Works.

3.2 Where an error or omission of the kind described in clause 3.1 occurs and is not caused by the negligence or wilful misconduct of Proximity, the Client is not entitled to treat this Contract as repudiated or invalid.

4. Change in control

4.1 The Client must give Proximity at least fourteen (14) days' prior written notice of any proposed change in ownership of the Client and any change in the Client's details (including name, address, phone number, email address, trustees or business practice). The Client is liable for any reasonable loss Proximity incurs as a result of the Client's failure to comply with this clause.

5. Price and payment

5.1 The Price will be either:

(a) Proximity's quoted Price (subject to clause 5.2), which is binding on Proximity provided the Client accepts the quotation within thirty (30) days of its date; or

(b) where no quotation has been given, Proximity's rates as advised to the Client before the Works start, and as shown on Proximity's invoice for the Works performed and Materials supplied.

5.2 Proximity may only change a quoted Price:

(a) if the Client requests a variation to the Materials or Works;

(b) where additional Works are required because of latent conditions that could not reasonably have been identified before the Works commenced, including concealed defects, asbestos or other hazardous substances, rock, hidden pipes or wiring, restricted access to the Worksite, or prerequisite work by others not being completed; or

(c) where the quotation expressly states that part of the Price is a provisional sum or prime cost item, in accordance with the terms of that quotation.

5.3 Any variation must be agreed in writing (including by email or electronic approval) before the varied Works are carried out, and Proximity will confirm the cost of the variation and any change to the completion date. Where the Works are residential building work under the HBA, variations will be recorded as required by the HBA. The only exception is urgent work required to make the Worksite safe or to prevent imminent damage, which Proximity may carry out and will notify to the Client as soon as practicable.

5.4 If additional Works are required under clause 5.2(b) and the Client does not agree to the variation, either party may end the Contract by written notice, and the Client must pay for the Works performed and Materials supplied up to that point.

5.5 Time for payment is of the essence. Unless the quotation sets out a different payment schedule, or otherwise agreed in writing, the Price is payable as follows:

(a) for service, repair, maintenance and emergency Works, and quoted Works with a Price under $10,000: in full on Completion;

(b) for quoted Works with a Price of $10,000 or more: ten percent (10%) on acceptance of the quotation, forty percent (40%) on commencement of the Works (the first day on site) and the balance of fifty percent (50%) on

Completion. Works will not commence until the payment on acceptance is received;

(c) for a Client with an Approved Account: by the due date shown on the invoice, which is fourteen (14) days from the invoice date; and

(d) for any other invoice: on the due date shown on the invoice, and failing any due date, on the date of the invoice.

5.6 Where the Works are residential building work under the HBA, any payment on acceptance will not exceed the maximum permitted by the HBA, and where the HBA requires home warranty insurance, Proximity will not ask for or accept any payment until that insurance is in place and the Client has been given the certificate. Any payment on acceptance is dealt with in accordance with the Cancellation Policy in clause 16 if the Contract is cancelled.

5.7 Card authority. By accepting a quotation, the Client authorises Proximity to securely store the Client's nominated card and charge it for each payment as it falls due under this Contract, including any progress payment and the final balance on Completion. Proximity will email the Client a receipt and tax invoice each time the card is charged. If a charge fails, Proximity will contact the Client to arrange another payment method.

5.8 Payment may be made by bank transfer, by credit or debit card (Visa, Mastercard or American Express), or online using the payment link on each invoice. Proximity does not accept cheques. When paying by bank transfer, the Client must quote the invoice number (and work order number, if any) and send remittance advice to accounts@proximityplumbing.com.au.

5.9 Proximity may allocate any payment received from the Client towards any outstanding invoice. In the absence of an allocation by Proximity, payment will be allocated in the manner that preserves the maximum value of Proximity's Purchase Money Security Interest (as defined in the PPSA) in the Materials.

5.10 Where the Client is not a Consumer, the Client may not set off against or deduct from the Price any sums owed or claimed to be owed to the Client by Proximity. Any dispute about an invoice must be raised in writing within seven (7) days of the invoice date, setting out the disputed amount and the reasons for the dispute, and the Client must pay the undisputed portion by the due date. For Consumers, this clause does not limit the Consumer's rights under the ACL.

5.11 Unless stated otherwise, the Price excludes GST. In addition to the Price, the Client must pay Proximity an amount equal to any GST payable on any supply under this Contract, at the same time and on the same basis as the Client pays the Price. The Client must also pay any other taxes and duties applicable to the supply, except where they are expressly included in the Price.

5.12 Proximity's bank account details are: Commonwealth Bank, account name Proximity Plumbing Pty Ltd, BSB 062 220, account number 1023 4365. Proximity will never change its banking details by email. If the Client receives a request to pay into different account details, the Client must call Proximity on (02) 9388 7292 to verify the request before making payment. To the extent permitted by law, Proximity is not responsible for payments the Client makes to an account other than Proximity's verified account.

6. Provision of the Works

6.1 Subject to clause 6.2, Proximity will commence the Works as soon as reasonably practicable.

6.2 The commencement date may be delayed, and/or the completion date extended, by a reasonable period where Proximity gives the Client written notice that the Works are delayed by an event beyond Proximity's reasonable control, including (without limitation) supplier or manufacturer delays, adverse weather, or any failure by the Client to:

(a) make a selection of Materials when requested;

(b) have the Worksite ready and accessible for the Works; or

(c) notify Proximity that the Worksite is ready.

6.3 Delivery costs are included in the Price unless Proximity's quotation states otherwise.

6.4 Proximity may carry out the Works in stages and may invoice each stage separately in accordance with this Contract.

6.5 The Client must give Proximity clear and safe access to the Worksite at the agreed times and tell Proximity about any known hazards. Proximity is not liable for loss or damage to the Worksite (including pathways, driveways, concreted, paved or grassed areas, gardens or landscaping) unless caused by the negligence of Proximity.

6.6 Any time given by Proximity for commencement or completion of the Works is an estimate only. Both parties will use reasonable endeavours to have the Works carried out at the time and place agreed. If Proximity cannot carry out the Works as agreed solely because of an act or omission of the Client (for example, no access on the agreed day), Proximity may charge a reasonable fee for the time and travel involved, returning at a later time and/or storing Materials, provided that fee has been disclosed to the Client in Proximity's quotation or before the booking.

6.7 Proximity holds public and products liability insurance of $20,000,000 for any one occurrence, and workers compensation insurance with icare Workers Insurance (NSW). Certificates of currency are available on request.

7. Risk and Worksite conditions

7.1 If Proximity retains ownership of the Materials under clause 10:

(a) where Proximity supplies Materials only, risk in the Materials passes to the Client on delivery to the Client's nominated delivery address (even if the Client is not present); or

(b) where Proximity supplies and installs Materials, Proximity will maintain appropriate insurance until the Works are completed, and risk passes to the Client on completion of the Works.

7.2 The Client warrants that, to the best of the Client's knowledge, any structure to which Materials are to be fixed is able to support them, and any existing plumbing connections are of suitable capacity. If Proximity reasonably

forms the view that the Worksite is not safe for the Works to proceed (for example, due to asbestos, defective or unsafe plumbing or gas installations, unsafe roof access, or unstable ground conditions), Proximity may delay the Works in accordance with clause 6.2 until it is safe to proceed. Any work needed to make the Worksite safe will be treated as a variation under clause 5.

7.3 If asbestos or another hazardous substance is discovered at the Worksite, Proximity will stop work in the affected area and notify the Client. The Client is responsible for arranging, at its cost, the assessment and removal of the hazardous substance by an appropriately licensed person in accordance with applicable work health and safety laws. Proximity will only handle or remove asbestos to the extent it is licensed or otherwise permitted by law to do so and has agreed in writing to do so.

7.4 Proximity is entitled to rely on the accuracy of plans, specifications and other information provided by the Client. To the extent permitted by law, Proximity is not responsible for loss, damage or costs resulting from inaccurate information supplied by the Client, and any additional Works required as a result will be treated as a variation under clause 5.

7.5 Where Materials or tools need to be stored at the Worksite, the Client will provide a reasonably secure storage area and take reasonable care to protect those items. The Client is responsible for loss of or damage to stored items caused by the Client's negligence or failure to comply with this clause.

7.6 Proximity will install all Materials in accordance with the Plumbing Code of Australia, relevant Australian Standards and manufacturers' instructions. If the Client requires Materials to be installed in a way that goes against Proximity's recommendations (and is still lawful), the Client must request this in writing and, to the extent permitted by law, Proximity gives no warranty for that aspect of the Works. Proximity will not carry out any installation that would be non-compliant or unsafe.

7.7 The Client acknowledges that:

(a) tree root intrusion and other blockages may indicate damaged pipework. Where the Client asks Proximity only to clear a blockage, Proximity cannot guarantee against recurrence. If a pipe collapses during clearing, Proximity will advise the Client immediately and provide an estimate for the permanent repair; and

(b) Proximity is responsible only for the Works it performs and the Materials it supplies, and is not responsible for goods or services supplied by others that later fail or are found to be the source of a failure.

7.8 If the Client asks Proximity to use drain or pipe clearing equipment where Proximity has advised against it because of the risk of the equipment becoming lodged, Proximity may require the Client's written authority to proceed. If the equipment subsequently becomes lodged, the Client is responsible for the reasonable cost of retrieval, repair or replacement of the equipment.

7.9 The Client must not allow other tradespeople to interfere with the Works or Materials supplied under this Contract without Proximity's consent. To the extent permitted by law, Proximity is not liable for loss or damage caused by such interference.

7.10 Unless Proximity's quotation states otherwise, the Price does not include, and Proximity is not responsible for:

(a) damage or defects in Materials caused by movement of or interference with the Materials by others after completion; or

(b) painting, re-decorating, re-sealing, carpentry, tiling, face brickwork, rendered surfaces or any other work to restore or make good surfaces where the Works were carried out, beyond leaving the area in a safe and tidy condition.

7.11 The Client agrees to:

(a) not withhold payment due under this Contract because of a delay in connection of the Works by a utility, distributor or other third party outside Proximity's control;

(b) remove furniture and personal items from the area of the Works (Proximity is not liable for damage to items the Client fails to remove, unless caused by Proximity's negligence);

(c) keep children and animals safely away from the work area;

(d) arrange removal of any contaminated soil or excess spoil from the Worksite, unless Proximity's quotation includes it; and

(e) provide access to electricity, water and toilet facilities at the Worksite where reasonably required.

8. Underground services

8.1 Before Proximity commences any excavation, the Client must tell Proximity of the location of any private underground services on the Worksite known to the Client (including electrical, gas, water, sewer, stormwater, irrigation, telecommunications and fibre optic services). Proximity will obtain information on public assets through the Before You Dig Australia service where required.

8.2 Proximity will take reasonable care to avoid damage to underground services. To the extent permitted by law, Proximity is not liable for damage to private underground services that were not disclosed to Proximity and could not reasonably have been located, and the Client indemnifies Proximity for any costs, claims or fines arising from such damage.

9. Compliance with laws

9.1 The Client and Proximity must comply with all laws, regulations and by-laws applicable to the Works, including the Work Health and Safety Act 2011 (NSW) and its regulations.

9.2 Proximity will carry out the Works in accordance with:

(a) the Plumbing and Drainage Act 2011 (NSW), the Gas and Electricity (Consumer Safety) Act 2017 (NSW) and their regulations, as applicable;

(b) the current edition of the National Construction Code, including the Plumbing Code of Australia;

(c) applicable Australian and Australian/New Zealand Standards (including AS/NZS 3500 and AS/NZS 5601 where relevant); and

(d) the Building Products (Safety) Act 2017 (NSW).

9.3 Where the Client supplies products for Proximity to install, the Client is responsible for their suitability and any defects inherent in them. If Proximity reasonably considers a Client-supplied product is non-conforming or non-compliant with applicable laws or standards, Proximity may decline to install it and may pause the relevant Works until a conforming product is supplied. Any additional costs will be treated as a variation under clause 5.

9.4 Unless Proximity's quotation states otherwise, the Client is responsible for obtaining (at its cost) any development consent, building approval or landlord/strata approval required for the Works. Proximity will lodge any notices of work, compliance certificates and other documents that it is required to lodge as the licensed contractor.

9.5 Proximity will comply with the conditions of all consents and approvals to the extent they relate to the Works.

9.6 Before commencing gasfitting Works, Proximity will carry out a gas soundness (leak) test. If a leak is found, Proximity will make the installation safe, which may include isolating the gas supply, and will notify the Client. Repair of any leak not caused by Proximity will be charged to the Client as a variation.

9.7 The Client acknowledges that where the gas supply is turned off to carry out a soundness test, components within existing gas appliances that have not been serviced for some time (such as thermocouples, pilot assemblies and gas valves) may fail when the supply is restored. Proximity will advise the Client of any such failure, and the cost of repair will be charged to the Client unless the failure was caused by Proximity.

9.8 If Proximity reasonably determines that an existing plumbing, drainage or gas installation at the Worksite is unsafe or non-compliant (for example, an appliance does not meet required clearances), Proximity may pause the Works and will provide the Client with a revised quotation for the Works needed to complete the job safely and lawfully. If the Client does not wish to proceed, Proximity may charge for the time spent at the Worksite at the rates disclosed in Proximity's quotation or booking confirmation. Proximity may be required by law to make the installation safe or disconnect it.

10. Title

10.1 Ownership of the Materials does not pass to the Client until:

(a) the Client has paid Proximity all amounts owing for those Materials and the related Works; and

(b) the Client has met all of its other obligations to Proximity under this Contract.

10.2 Receipt by Proximity of any form of payment other than cash is not payment until the payment has cleared.

10.3 Until ownership of the Materials passes to the Client in accordance with clause 10.1:

(a) the Client holds the Materials as bailee and, unless the Materials have become fixtures, must return them to Proximity on request;

(b) the Client holds the benefit of any insurance of the Materials on trust for Proximity and must pay to Proximity the proceeds of that insurance if the Materials are lost, damaged or destroyed;

(c) the Client must not sell, dispose of or part with possession of the Materials other than in the ordinary course of business and for market value, and if it does so, must hold the proceeds on trust for Proximity and pay them to Proximity on demand;

(d) the Client must not convert, process or mix the Materials with other goods, and if it does so, holds the resulting product on trust for Proximity;

(e) unless the Materials have become fixtures, the Client authorises Proximity to enter the premises where Proximity reasonably believes the Materials are kept, at a reasonable time and on reasonable notice, to recover them;

(f) Proximity may recover possession of Materials in transit;

(g) the Client must not grant any security interest or encumbrance over the Materials; and

(h) Proximity may commence proceedings to recover the Price even though ownership of the Materials has not passed to the Client.

11. Personal Property Securities Act 2009 ("PPSA")

11.1 In this clause, financing statement, financing change statement, security agreement and security interest have the meanings given to them by the PPSA.

11.2 The Client acknowledges that this Contract is a security agreement for the purposes of the PPSA and creates a security interest in all Materials, and their proceeds, previously supplied and to be supplied by Proximity to the Client, to secure payment of the Price.

11.3 The Client undertakes to:

(a) promptly sign any further documents and/or provide any further information (which must be complete, accurate and up to date) that Proximity reasonably requires 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 11.3(a)(i) or 11.3(a)(ii);

(b) where the Client is not a Consumer, reimburse Proximity on demand for the reasonable costs of registering a financing statement or financing change statement, or releasing any Materials charged by it;

(c) not register a financing change statement in respect of a security interest without Proximity's prior written consent;

(d) not register, or permit to be registered, a financing statement or financing change statement in relation to the

Materials in favour of a third party without Proximity's prior written consent; and

(e) immediately advise Proximity of any material change in its business practices of selling the Materials that would change the nature of proceeds derived from such sales.

11.4 Where the Client is not a Consumer, Proximity and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by this Contract.

11.5 Where the Client is not a Consumer, the Client waives its right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA, its rights as a grantor and/or debtor under sections 142 and 143 of the PPSA, and (unless otherwise agreed in writing by Proximity) its right to receive a verification statement under section 157 of the PPSA.

11.6 Subject to any express provision to the contrary in this clause 11, nothing in this Contract is intended to contract out of any provision of the PPSA.

12. Security and charge (Approved Account clients only)

12.1 This clause 12 applies only to a Client who has an Approved Account and is not a Consumer.

12.2 In consideration of Proximity supplying Works on credit, the Client charges all of its rights, title and interest in any land or other assets capable of being charged, owned by the Client now or in the future, to secure the performance of the Client's obligations under this Contract (including payment of money). Proximity will not register or lodge a caveat in reliance on this charge unless an amount owing to Proximity is overdue and Proximity has given the Client at least fourteen (14) days' written notice of its intention to do so.

12.3 The Client indemnifies Proximity against Proximity's reasonable costs and disbursements (including legal costs) incurred in exercising Proximity's rights under this clause.

12.4 The Client irrevocably appoints Proximity and each director of Proximity as the Client's attorney to do all things reasonably necessary to give effect to this clause 12, including signing any document on the Client's behalf, but only after an amount owing to Proximity is overdue and notice has been given under clause 12.2.

13. Warranty and statutory guarantees

13.1 Nothing in this Contract excludes, restricts or modifies any right or remedy the Client has under the ACL, the HBA, the Design and Building Practitioners Act 2020 (NSW) or any other law that cannot lawfully be excluded, restricted or modified (Non-Excluded Rights). Every other clause of this Contract, including this clause 13, is subject to this clause 13.1.

13.2 Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

13.3 Where the Works are residential building work under the HBA, the statutory warranties in Part 2C of the HBA apply to the Works in addition to Proximity's Lifetime Labour Warranty.

13.4 Lifetime Labour Warranty. In addition to the Non-Excluded Rights, Proximity's Lifetime Labour Warranty covers the labour on Works performed by Proximity for the life of the installation while the Client remains the owner or occupier of the property for which the Works were done. It is personal to the Client who engaged Proximity and ends when the property is sold or the lease ends. The full terms, including what is and is not covered, are published at proximityplumbing.com.au/lifetime-labour-warranty/ and form part of this Contract.

13.5 The Lifetime Labour Warranty applies only if all of the following conditions are met:

(a) the Client tells Proximity about the defect as soon as reasonably practicable after noticing it;

(b) the Works and Materials have not been modified, altered, repaired, relocated, adjusted or otherwise touched by any other contractor, tradesperson or person other than Proximity;

(c) the Materials have been used and maintained in accordance with Proximity's and the manufacturer's instructions; and

(d) the Price for the Works has been paid in full.

13.6 The Lifetime Labour Warranty does not cover:

(a) blockages or damage caused by misuse, including flushing wipes, sanitary products, fats, oils or foreign objects into the system;

(b) tree root intrusion, ground movement or damage to pipework not installed or replaced by Proximity;

(c) pre-existing pipework, fixtures or appliances that Proximity did not install or repair;

(d) products supplied by the Client, or failures caused by excessive water pressure, water quality, or electrical supply faults outside Proximity's control; or

(e) fair wear and tear, accident, deliberate damage, or events beyond Proximity's reasonable control.

13.7 Materials supplied by Proximity are covered by the manufacturer's warranty, the benefit of which Proximity passes on to the Client, and the manufacturer's warranty period and conditions apply to the part itself. Proximity will manage a manufacturer's warranty claim for the Client.

13.8 How to make a claim: contact Proximity on (02) 9388 7292 or by email to admin@proximityplumbing.com.au, quoting the invoice number (if known), the address of the

Works, a description of the defect and (where possible) photos.

13.9 What Proximity will do: Proximity will arrange to inspect the Works within a reasonable time. There is no call-out fee for a warranty inspection of Proximity's own work. If the claim is covered, Proximity will repair or redo the defective workmanship at no cost to the Client for labour. If the inspection shows the problem is not covered (for example, because a condition in clause 13.5 is not met or an exclusion in clause 13.6 applies), Proximity will explain what it found and give the Client a price before doing any further work.

13.10 Important: if a condition in clause 13.5 is not met, the Lifetime Labour Warranty does not apply. However, the Client's Non-Excluded Rights (including the consumer guarantees under the ACL and the statutory warranties under the HBA) continue to apply for the period set by law.

13.11 The Client should inspect the Works on Completion and notify Proximity of any defect, damage, shortage or non-compliance as soon as reasonably practicable after it becomes apparent, and allow Proximity a reasonable opportunity to inspect and rectify it before engaging another contractor, except in an emergency. Where the Client is not a Consumer, the Client must notify Proximity in writing of any evident defect within seven (7) days of Completion or delivery.

13.12 Where the Client is not a Consumer and the Works are not residential building work under the HBA, then to the extent permitted by law, Proximity's liability for any defect in the Works or Materials is limited, at Proximity's option, to:

(a) re-supplying or repairing the Works or Materials, or paying the cost of doing so; or

(b) passing on the benefit of any manufacturer's warranty for Materials not manufactured by Proximity.

13.13 If Proximity is required to repair or replace Materials, or re-supply Works, and cannot do so, Proximity may instead refund the amount the Client paid for the defective Materials or Works.

13.14 Except for the Non-Excluded Rights and the Lifetime Labour Warranty, Proximity gives no other warranty or representation about the Works or Materials.

14. Intellectual property

14.1 Where Proximity creates designs, drawings, plans or schedules for the Client, copyright in them remains with Proximity. The Client may use them for the purpose of the Works at the Worksite, and for maintaining the Works, but not for any other purpose without Proximity's written consent.

14.2 The Client warrants that any designs, specifications or instructions it gives Proximity will not cause Proximity to infringe any patent, registered design, trademark or copyright, and indemnifies Proximity against any third-party claim for such infringement.

14.3 Proximity may use photographs of the completed Works for marketing purposes, provided the photographs do not identify the Client or the Worksite address without the Client's consent.

15. Late payment and default

15.1 Interest. Overdue amounts incur simple interest at ten percent (10%) per annum, calculated daily from the due date until the date of payment, both before and after judgment.

15.2 Collection costs. If an amount remains unpaid thirty (30) days after the due date, Proximity may refer it to a collection agency. The Client must pay the agency's commission (currently 10% of the outstanding amount), any reasonable legal costs Proximity incurs to recover the debt, and any bank dishonour fees, and those costs will be added to the Client's account.

15.3 If a payment made by the Client is later reversed (for example, by a chargeback) other than because of Proximity's error or default, the Client remains liable for the amount of the reversed payment and any reasonable costs Proximity incurs as a result.

15.4 Suspension. While any amount is overdue, Proximity may pause further Works and decline new bookings until the account is brought up to date.

15.5 Without limiting Proximity's other remedies at law, and subject to any law that restricts Proximity's rights (including the Corporations Act 2001 (Cth)), Proximity may by written notice suspend or cancel any part of an order that remains unfulfilled, and all amounts owing to Proximity become immediately payable, if:

(a) any amount payable to Proximity is more than fourteen (14) days overdue and the Client has not paid it within seven (7) days of a written request from Proximity;

(b) the Client has exceeded its approved credit limit and has not paid the excess within seven (7) days of a written request from Proximity;

(c) the Client becomes bankrupt or insolvent, or enters into an arrangement or assignment with its creditors; or

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any of its assets.

16. Cancellation policy

16.1 If the Client materially breaches this Contract (including failing to pay an amount when due) and does not remedy the breach within seven (7) days of written notice from Proximity, Proximity may suspend or terminate the Works. To the extent permitted by law, Proximity is not liable for loss the Client suffers because Proximity exercised its rights under this clause.

16.2 Proximity may cancel the Contract at any time before the Works commence by written notice to the Client. Proximity will refund any amount paid in respect of the Price, less any amount owing for Works already performed, and no Cancellation Fee is payable.

16.3 All approved Works are subject to this Cancellation Policy. Once the Client has accepted a quotation or approved the Works, if the Client cancels all or part of the

Works (other than in the circumstances set out in clause 16.5), the Client must pay Proximity:

(a) for all Works performed and Materials supplied up to the date of cancellation; and

(b) a restocking and administration fee of up to twenty percent (20%) of the Price of the cancelled Works (Cancellation Fee), which covers Proximity's costs of returning and restocking Materials, supplier return and restocking charges, rescheduling crews and administration.

16.4 Proximity may deduct any amount payable under clause 16.3 from the payment on acceptance or any other money the Client has paid. Any balance of money paid will be refunded to the Client within fourteen (14) days of cancellation, and any shortfall is payable on the date of Proximity's invoice for it.

16.5 No Cancellation Fee is payable where the Client cancels:

(a) within any cooling-off period under the HBA, or under the ACL rules for unsolicited consumer agreements, in which case the Client's rights are as set out in that law;

(b) because of Proximity's material breach of this Contract, or a major failure under the ACL;

(c) under clause 3.1 or clause 5.4 following a change to the Price or scope of the Works; or

(d) because Proximity has notified a delay under clause 6.2 of more than twenty (20) Business Days beyond the estimated commencement date.

16.6 Materials made to the Client's specifications, or non-stock items, cannot be returned once Proximity has placed the order with its supplier. If the Client cancels after such an order has been placed, the Client must pay the full cost of those Materials (which the Client will then own and may collect), and the Cancellation Fee applies only to the balance of the Price for the cancelled Works.

16.7 Materials that are not faulty may only be returned by agreement with Proximity, and Proximity may charge a restocking fee of up to twenty percent (20%) of the price of the returned Materials. Faulty Materials are dealt with under clause 13.

16.8 Cancellation must be given in writing to Proximity by email to accounts@proximityplumbing.com.au or to Proximity's address in clause 1.2. Cancellation takes effect when Proximity receives it under clause 18.

16.9 Nothing in this Cancellation Policy limits any cooling-off or cancellation right the Client has under the HBA or the ACL.

17. Privacy

17.1 Proximity collects, uses, holds and discloses Personal Information in accordance with the Privacy Act 1988 (Cth) (including the Australian Privacy Principles and the Notifiable Data Breaches scheme) and Proximity's Privacy Policy. Proximity uses Personal Information to provide the Works, process payments, keep the Client updated about the job and recover unpaid amounts, stores card details securely through its payment provider, and will keep the Client's Personal Information and other Confidential Information secure and confidential, disclosing it only with the Client's consent, as described in this clause 17, or as required or permitted by law.

17.2 If Proximity becomes aware of a data breach involving the Client's Personal Information that is likely to result in serious harm, Proximity will notify the Client and the Office of the Australian Information Commissioner in accordance with the Privacy Act 1988 (Cth).

17.3 Proximity's website may use cookies and similar technologies to collect information such as IP address, browser type and website usage. Details, including how to manage or disable cookies through the Client's web browser, are set out in Proximity's Privacy Policy and Cookie Policy.

17.4 Where the Client applies for a credit account, the Client agrees that Proximity may obtain from a credit reporting body (CRB) a credit report containing personal credit information about the Client (for example, name, address, date of birth, driver's licence details, previous credit applications and credit history) in relation to credit provided by Proximity.

17.5 The Client agrees that Proximity may exchange information about the Client with other credit providers named in the Client's credit application or credit report for the following purposes:

(a) to assess an application by the Client for credit;

(b) to notify other credit providers of a default by the Client;

(c) to exchange information with other credit providers about the status of the Client's credit account, where the Client is in default with other credit providers; and/or

(d) to assess the creditworthiness of the Client, including the Client's repayment history.

17.6 The Client consents to Proximity being given a consumer credit report to collect overdue payment on commercial credit.

17.7 The Client agrees that personal credit information may be used and retained by Proximity for the following purposes (and other purposes agreed or required by law):

(a) providing the Works;

(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the Works;

(c) processing payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or

(d) collecting amounts outstanding in relation to the Works.

17.8 Proximity may give information about the Client to a CRB to obtain a consumer credit report, and to allow the CRB to create or maintain a credit information file about the Client. That information may include:

(a) identification information about the Client;

(b) the fact that Proximity is a current credit provider to the Client, and the type and amount of credit;

(c) details of the Client's credit application;

(d) payments that are overdue by more than sixty (60) days where the amount is $150 or more and Proximity has

given the notices required by the Privacy Act 1988 (Cth), and advice when an overdue payment has been paid; and

(e) information that, in Proximity's reasonable opinion, the Client has committed a serious credit infringement.

17.9 The Client may contact Proximity at accounts@proximityplumbing.com.au or (02) 9388 7292 to:

(a) request access to, or correction of, the Personal Information Proximity holds about the Client; or

(b) ask Proximity not to use or disclose the Client's Personal Information for direct marketing.

17.10 Proximity will destroy or de-identify Personal Information when it is no longer required, unless Proximity is required to retain it to perform this Contract or by law (including tax and building record-keeping requirements).

17.11 The Client may make a privacy complaint by contacting Proximity. Proximity will acknowledge the complaint within seven (7) days and take reasonable steps to resolve it within thirty (30) days. If the Client is not satisfied with Proximity's response, the Client may complain to the Office of the Australian Information Commissioner at www.oaic.gov.au.

18. Service of notices

18.1 A written notice under this Contract may be given:

(a) by handing it to the other party personally;

(b) by leaving it at, or sending it by prepaid post to, the address of the other party stated in this Contract (or as later notified); or

(c) by email to the email address of the other party stated in this Contract (or as later notified).

18.2 A notice sent by post is taken to be received at the time it would be delivered in the ordinary course of post. A notice sent by email is taken to be received at the time determined under the Electronic Transactions Act 2000 (NSW), unless the sender receives an automated message that the email was not delivered. A notice received after 5:00pm, or on a day that is not a Business Day, is taken to be received on the next Business Day.

18.3 Proximity's address for notices is Shop 1/229 Bronte Road, Waverley NSW 2024, email accounts@proximityplumbing.com.au. The Client's address for notices is the address and email address shown on Proximity's quotation or invoice.

19. Trusts

19.1 If the Client enters into this Contract as trustee of a trust (Trust), whether or not Proximity has notice of the Trust, the Client warrants and agrees that:

(a) this Contract extends to all rights of indemnity the Client now or subsequently has against the Trust and the trust fund;

(b) the Client has full power and authority under the Trust to enter into this Contract, the terms of the Trust do not exclude the Client's right of indemnity against the Trust or trust fund, and the Client will not release that right or do anything that might prejudice it; and

(c) the Client will not, without Proximity's written consent (which Proximity will not unreasonably withhold), cause or permit:

(i) the removal, replacement or retirement of the Client as trustee of the Trust;

(ii) any alteration to or variation of the terms of the Trust;

(iii) any advancement or distribution of capital of the Trust; or

(iv) any resettlement of the trust property.

20. Building and Construction Industry Security of Payment Act 1999 (NSW)

20.1 Where the Building and Construction Industry Security of Payment Act 1999 (NSW) applies to the Works, Proximity may make payment claims under, and exercise its rights in accordance with, that Act. Nothing in this Contract is intended to exclude, modify or restrict the operation of that Act.

20.2 Where the Works are carried out under an owner-occupier construction contract (as defined in that Act) with a value of more than $20,000, Proximity will provide the Client with any guide or information required by law.

20.3 Where the Act applies to the Works (for example, commercial and strata Works), an invoice issued by Proximity is a payment claim under the Act. Where the Act does not apply (for example, Works under a contract with a residential owner-occupier to which the Act does not apply), an invoice is not a payment claim under the Act.

21. Dispute resolution

21.1 If a dispute arises under this Contract, the party raising the dispute must give the other party written notice of the dispute and the parties must meet (in person or by phone or video) within ten (10) Business Days of the notice to try to resolve it in good faith.

21.2 If the dispute is not resolved, either party may refer it to Building Commission NSW or NSW Fair Trading for dispute resolution (where available), or commence proceedings in the NSW Civil and Administrative Tribunal or a court of competent jurisdiction.

21.3 Nothing in this clause prevents a party from seeking urgent interim relief, or Proximity from pursuing recovery of amounts that are due and undisputed, or from exercising its rights under the Building and Construction Industry Security of Payment Act 1999 (NSW).

22. General

22.1 A failure by either party to enforce a provision of this Contract is not a waiver of that provision and does not affect that party's right to enforce it later. If any provision of this Contract is invalid, void, unenforceable or found to be an unfair contract term, that provision (or the relevant part) is severed and the remainder of this Contract continues in full force.

22.2 This Contract is governed by the laws of New South Wales, and the parties submit to the jurisdiction of the courts and tribunals of New South Wales.

22.3 Subject to clause 13, neither party is liable to the other for any indirect or consequential loss (including loss of profit or loss of opportunity) arising out of this Contract.

Subject to clause 13 and to the extent permitted by law, Proximity's total liability to the Client arising out of this Contract is limited to the Price of the Works, except for liability for personal injury or death, or damage to property caused by Proximity's negligence.

22.4 Proximity may assign or novate its rights and obligations under this Contract on written notice to the Client, provided the assignee is appropriately licensed to carry out the Works and the assignment does not diminish the Client's rights under this Contract.

22.5 The Client may not assign its rights or obligations under this Contract without Proximity's written consent, which Proximity will not unreasonably withhold.

22.6 Proximity may subcontract any part of the Works to appropriately licensed contractors but remains responsible for the Works under this Contract. The Client must not give instructions to Proximity's subcontractors without Proximity's authority.

22.7 Proximity may amend these terms and conditions for future contracts by giving the Client written notice of the change, and the current version is always published at proximityplumbing.com.au/terms. Amended terms apply only to Works requested after the Client has received notice of them, and do not apply to any Contract already on foot. The version that applies to a job is the one in place when the Client accepted the quotation or booked the Works.

22.8 Neither party is liable for any delay or failure to perform its obligations (other than an obligation to pay money) caused by an event beyond its reasonable control, including natural disaster, fire, flood, storm, pandemic or public health order, war, terrorism, industrial action, utility outage, or supply chain disruption. The affected party must notify the other party promptly and use reasonable efforts to minimise the effect of the event.

22.9 Each party warrants that it has the power to enter into this Contract, has obtained all necessary authorisations to do so, is not insolvent, and that this Contract creates valid and binding legal obligations on it.

Proximity Plumbing Pty Ltd ATF Demirdonder Family Trust · Shop 1/229 Bronte Road, Waverley NSW 2024 · (02) 9388 7292 · accounts@proximityplumbing.com.au · proximityplumbing.com.au/terms
For an urgent leak or gas smell, call 0420 102 394, 24/7.