

INSTALLER TERMS & CONDITIONS

Reverse Safe

ABN 69 920 674 280

Definitions

1. (“us”, “we”, or “our” “Company” “company”) Reverse Safe, The Trustee for Safe Reverse Trust, ABN 69 920 674 280, and included entities related to or associated with it, any successor or assignee of the Company
2. (“Service, service, Product, product, Products, Services”) refers to Products listed on the <https://www.reversesafe.com.au> Website or to Products sold by the Company or to Products installed into a vehicle by an Installer.
4. (“Client”, “client”, “Customer”, “customer”) refers to an individual or entity that uses our Service.
5. (“Installer”, “installer”) refers to an individual, individuals or entity registered, contracted or employed by us to provide Service to our Clients.
6. (“you”) refers to a Client, Customer
7. (“Website, website”) <https://www.reversesafe.com.au>

Please refer to our Privacy Policy linked on <https://www.reversesafe.com.au/privacy-policy/> for information relating to our collection, storage and use of the details you provide when engaging us to provide our service.

The Company reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

Engagement

- 1) If an event occurs that is beyond the reasonable control of the Installer which prevents the Installer from performing the service on or by the date agreed, the Installer will immediately notify the Customer by email, phone call or SMS text and give an estimate of the time for completion of the service.
- 2) The Service provided by the Installer is based on the Service booked on the phone, email or via SMS text or as per any quotation provided to the Customer. If the Customer requires a variation to the Service as per the booking or quotation, that variation must be received in writing or email by the Installer prior to the commencement of the Service being provided to the Customer. If required the Installer will provide a quotation for performing the service as varied which additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Installer is not obliged to carry out the variation.

Acceptance of these terms

- 1) Any act by the Customer or those legally acting on behalf of the customer which requests the Installer to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions.
- 2) Once these Terms and Conditions are accepted they are irrevocable and cannot be amended

without the written consent of the Installer.

3) In the event, there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.

4) Should the Customer cancel the engagement of the Installer after it has been accepted, the Customer agrees they may be held liable for any costs incurred by the Installer in relation to the provision of the Services and/or provision of Products up to the point of cancellation.

Quotes, invoices and payment

1) A quote provided by the Company or Installer will remain valid for fourteen days'. On expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior to the Installer undertaking the service.

2) The Customer will pay the Installer's fee on the same day of completion of the services, unless otherwise agreed in writing or email. The price includes GST and is the full amount which the Customer will pay for the service.

3) Payment for the Services should be made in the following manner: Company Bank Account, Credit Card, Deposit or Cash payment to the Company or Installer.

4) Where the Customer fails to pay any Service on or before the due date, the Customer agrees that the Installer will add an immediate overdue penalty fee of 25% or \$10.00, whichever is greater and interest to the total outstanding amount at the benchmark rate as published by Reserve Bank of Australia, per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.

5) Should the Customer be continually overdue the Company reserves the right to either:

i) Increase the service charge by 50% to cover the cost of overdue recovery

ii) Change the customer to Direct Debit, where the Company shall automatically debit the service charge within 7 days of service completion.

The Company shall provide the Customer 7 days' notice via email before implementing either of the above options.

6) In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Company and Installer from any costs incurred by the Installer or Company in recovering the outstanding amount, including but not limited to solicitor's fees.

7) The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Company or Installer.

8) The Installer agrees to provide the Service on the booked date and time of the Service by the Customer. Any change to the booked date and time shall be made by the Customer in writing/email providing a minimum 24hours' notice to the Company. Should the customer not provide sufficient notice of change to the Installer and the Installer arrives to the customer premise to provide the Service and be refused access, it is at the Company's discretion to charge the full amount of the Service fee.

9) The Customer is responsible to ensure access to the customer's property and vehicle for the purposes of providing the Service. Should the customer not provide access and the Installer arrives to the customer premise as per schedule to provide the Service and cannot due to access restrictions, it is at the Company's discretion to charge the full amount of the Service fee.

Occupational Health and Safety/Workplace Health and Safety

1) The Customer will ensure that, if the service is to be performed on the Customer's property

and vehicle, the Customer is authorised to occupy those premises and obtain the service.

2) The Customer will ensure that if the service is to be performed on the Customer's property, vehicle, that at all times the property and vehicle is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.

3) The Customer will ensure that the Installer will have unencumbered and unobstructed access to the area/s of the premises requiring the service.

Limitation on warranty

1) All statutory warranties that can be lawfully excluded are hereby expressly excluded.

2) To the extent permitted by law, the Installer or Company is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Installer's service or products supplied.

3) Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Installer is limited pursuant to s.64A of the *Competition and Consumer Act 2010* (Cth) to, at the discretion of the Installer: (a) the supplying of the service again; or

(b) the payment of the cost/s of having the service supplied again.

Jurisdiction

1) It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Victoria and each Party covenants that it submits to the jurisdiction of the Courts of Victoria for the resolution of any dispute under the Agreement.

Force majeure

1) Neither the Installer, Company or the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.