

Terms and Conditions

Swan Garage Doors Pty Ltd

ABN: 29 986 246 592

Effective Date: 19th March 2025

1. GENERAL

1.1 These Terms and Conditions apply to all products and services provided by Swan Garage Doors ("the Company", "we", "us", "our").

1.2 By engaging our services or purchasing our products, you agree to be bound by these Terms and Conditions.

1.3 Nothing in these Terms excludes, restricts, or modifies any rights you have under the Australian Consumer Law (ACL).

2. QUOTATIONS & PRICING

2.1 All quotations are valid for 30 days unless otherwise stated.

2.2 Prices are in Australian Dollars (AUD) and are inclusive of GST (as specified) unless otherwise advised.

2.3 The Company reserves the right to adjust pricing due to supplier cost changes or unforeseen additional work. Any price change will be communicated, and the customer has the right to accept or decline.

2.4 Regulatory Compliance & Approvals:

Clients are responsible for obtaining all necessary approvals and authorisations from any government body or statutory authority before work commences. Swan Garage Doors Pty Ltd will not be held responsible for compliance with any statutory requirements or the Building Code of Australia.

2.5 The quoted price covers only the services explicitly stated in the quote. Any additional attendances beyond those specified will incur additional charges.

2.6 Quote is for works to be completed within normal business hours, unless otherwise advised. Works required outside of normal business hours incur additional fees.

2.7 Swan Garage Doors reserves the right to supply and install an equivalent item of equal or higher quality if the quoted item is unavailable for an extended period. Any substitution will comply with Australian Consumer Law

2.8 It is the client's responsibility to investigate and understand the warranty conditions applicable to their purchase.

3. PAYMENTS, SURCHARGES & LATE FEES

3.1 Payment Terms:

Payment for all invoices is due on presentation of invoice unless otherwise agreed in writing.

3.2 Credit Card Surcharges:

A surcharge applies to payments made using the following card types, reflecting our actual cost of acceptance:

- Visa Credit
- Visa Debit/Prepaid
- Mastercard Credit
- Mastercard Debit/Prepaid

Customers should contact our office to confirm the applicable surcharge rate.

3.3 Payment Conditions:

- Supply-only invoices: Payment required before delivery or pick-up.
- Client-supplied product installations: Payment required before installation.
- Supply & installation invoices: Payment due on presentation of invoice.

3.4 Late Payment Fees:

- If payment is not received by the due date, a late payment fee of \$22 (including GST) may be applied to cover administrative costs associated with recovering overdue amounts.
- If an invoice remains unpaid for more than 30 days past the due date, we reserve the right to:
 - Charge additional interest at a rate of 2% per month on the outstanding balance.
 - Suspend or cease further services until payment is received.
 - Refer the overdue account to Magistrates Court, a debt collection agency or legal recovery, where additional costs may be incurred by the client.

3.5 Disputed Invoices:

If you believe an invoice is incorrect, you must notify us in writing within 7 days of the invoice date to avoid late fees.

We do not accept cash retentions or monies being held after completion of work.

3.6 Compliance with Australian Consumer Law:

This clause is designed to be fair, transparent, and compliant with Australian Consumer Law (ACL). We are committed to working with clients to resolve payment issues reasonably and fairly.

4. INSTALLATION & SERVICE

4.1 Installation appointments require four (4) business days' notice for scheduling/rescheduling, while repair appointments require either (8) hours' notice. Fees may apply if notice is not provided.

4.2 The Company is not responsible for delays due to circumstances beyond its control (e.g., weather, supplier delays, site inaccessibility).

4.3 The installation site must be clear of obstructions and safe. If deemed unsafe or obstructed, work may be rescheduled, and additional charges may apply.

5. WARRANTY, LIABILITY & TITLE RETENTION

5.1 All products and workmanship are covered by a warranty as specified on the invoice and subject to the manufacturer's terms and conditions.

5.2 The Company retains ownership of all supplied parts and goods until full payment is received.

5.3 The Customer expressly and irrevocably agrees that the Company may enter any premises where unpaid goods are located to repossess and remove them.

5.4 The Customer (including successors, assigns, and external managers) must not object to the Company or its agents entering premises for repossession purposes.

5.5 The Customer indemnifies the Company against any claims, actions, or costs arising from removal, repossession, or sale of unpaid goods, including third-party claims.

5.6 The Company is not liable for loss, damage, or costs resulting from:

- Use of the product with devices not supplied or installed by the Company.
- Cracking/collapse of masonry, render, or other surfaces during or after installation.
- Timber deterioration (e.g., drying out) after installation.
- Weakening or collapse of structures to which the product is affixed.

6. FORCE MAJEURE

6.1 The Company is not liable for delays or failures caused by events beyond its reasonable control, including but not limited to:

- Natural disasters (e.g., floods, storms, bushfires, earthquakes).
- Government actions, regulations, or restrictions.
- Pandemics, epidemics, or public health emergencies.
- Strikes, labor shortages, or supply chain disruptions.
- Power failures, cyber incidents, or telecommunications failures.

6.2 If a Force Majeure event occurs, the Company will notify the Customer and make reasonable efforts to resume performance as soon as possible.

7. CANCELLATIONS & REFUNDS

7.1 Cancellations within 8 hours of a scheduled service may incur a cancellation fee.

7.2 Refunds or replacements will be processed in accordance with Australian Consumer Law (ACL).

8. REMOTE CONTROL CODING – IMPORTANT NOTICE

8.1 The Purchaser is responsible for correctly coding remotes to the garage door motor.

8.2 The Company is not liable for incorrect remote coding.

8.3 A callout fee applies if service is required to rectify issues caused during the coding process.

9. GOVERNING LAW & JURISDICTION

9.1 These Terms are governed by the laws of Western Australia.

9.2 Any disputes shall be resolved in a court of competent jurisdiction in Western Australia.