

General Terms & Conditions

Any order placed with Hoard Water Cartage Pty Ltd trading as Andy's Water Transport ABN 98 781 093 261 ('we', 'our', 'us' or 'Andy's Water') constitutes your ('you' or 'your') agreement to be bound by these terms. The Terms & Conditions may be amended only by written agreement between us and you. Any additional or different terms are not binding unless agreed in writing. Receipt of Goods by you upon delivery constitutes your agreement to be bound by these terms.

1 Orders

- 1.1 Your placement of an order with us constitutes an offer by you to purchase Goods and Services from us on these terms. Details of the order will be relayed to you by way of an emailed Quote or Order Confirmation. It is your responsibility to confirm the details of your order, summarised in the Quote or Order Confirmation, are correct.
- 1.2 For Goods deliveries, our acceptance of the order creates a binding contract between you and us on these terms and conditions.
- 1.3 For Services, such as Tank Cleaning, acceptance of the order is subject to a site inspection by us. A site Inspection Fee may apply. An approved site will give rise to a binding contract between you and us on these terms and conditions.

2 Delivery

- 2.1 We will deliver the Goods and supply Services to the address stated in the Quote or Order Confirmation.
- 2.2 Signing your Delivery Docket document will constitute acceptance in full of your order. Where:
 - i) We are able to provide Services or effect delivery of your Goods but you are not home, we will provide the Services or deliver the Goods and leave an unsigned Delivery Docket to confirm delivery. No dispute of delivery within 24 hours of Goods or Services being delivered will constitute acceptance of your order in full; or
 - ii) We are unable to provide Services or effect delivery of your Goods, we may amend or cancel the order by giving notice to you by any means.
- 2.3 Where you have an issue or concerns regarding the Services provided or Goods delivered, you agree to inform us, either by phone or in writing, within 24 hours of delivery of Goods or Services.
- 2.4 If Goods or Services are no longer required, a Cancellation Fee will be charged if:
 - i) Our vehicle arrives onsite or is more than half way to the order location. In such instances, the Cancellation fee will be the full order cost;
 - ii) Our vehicle has begun its journey but is no more than half the distance to the order location. In such instances, the Cancellation fee will be 50% of the order cost.
- 2.5 We will provide a 'delivery window time' of either AM or PM for your requested delivery date. If you require a specific time (a 'nominated' delivery time), a surcharge of 20% of the total order cost will apply. Such deliveries can be made within 30 minutes, either side, of the nominated time.
- 2.6 We will use reasonable endeavours to provide Services or deliver Goods to you in accordance with the delivery date stated in your Quote or Order Confirmation. We are not liable for any loss/damage, including consequential loss/damage, arising from delay in delivery or failure to deliver Goods or Services, either whole or in part, due to circumstances beyond our control.

3 Payments, Terms of Trade and Credit Hold Policy

- 3.1 At our sole discretion, a deposit may be required prior to any supply. Any such deposit requirement will be detailed in your Quote or Order Confirmation.
- 3.2 Invoices will be paid to Andy's Water according to the trading terms outlined in your Invoice.
- 3.3 All Goods are sold subject to Goods & Services Tax (GST) unless the Goods are classified as GST exempt.
- 3.4 You agree to pay all fees (including an administration fee in an amount to be set from time to time by Andy's Water) and costs incurred as a result of any cheque or electronic banking transaction being dishonoured for any reason.
- 3.5 We reserve the right to suspend the delivery of further Goods if your terms of payment are not strictly adhered to.
- 3.6 If you are 15 days beyond your agreed payment terms you are immediately and strictly put on credit hold and supply is withheld until payment is made.

- 3.7 If you do not respond in a timely manner to our requests for overdue payments you will receive a Final Notice which if not responded to will be forwarded to our debt collection agency.
- 3.8 Any expenses or costs incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's and court costs will be passed on to you.
- 3.9 If you fail to respond to our Final Notice and/or our debt collection agency in relation to settling an overdue payment we may list information about the payment default with a credit reporting body.
- 3.10 If you:
 - i) fail to make any payment due under the contract or commit any other breach of any of your obligations under the contract; or
 - ii) suffer execution under any judgment; or
 - iii) commit an act of bankruptcy; or
 - iv) make any arrangement with any creditor; or
 - v) being a company, pass a resolution for winding up or have a receiver appointed; then
 any part of the monies owed to us which are then unpaid, together with any other monies owing, will immediately become due and payable. Any such termination will be without prejudice to any claim or right we may otherwise possess.
- 3.11 Title to the Goods sold to you shall remain vested in us and shall not pass to you until the price of the Goods has been paid in full and received by us.
- 3.12 Until title to the Goods passes to you, we and our agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Goods or any part are stored and have the authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods.
- 3.13 Irrespective of whether title to the Goods is vested in us, risk in the Goods shall pass to you upon delivery.

4 Price and Price Variation

- 4.1 Unless otherwise agreed in writing, the price of the Goods and Services is as stated in your Quote or Order Confirmation.
- 4.2 From time to time, we may adjust any price, or apply a fee or a levy, and you agree to pay any such adjusted price to take account of variations that may arise from any of the following:
 - i) delays in Services and delivery of the Goods as a result of instructions or lack of instructions from you;
 - ii) your failure or inability to fulfil the obligations under the Contract or other circumstances beyond our control;
 - iii) variation in the cost of us acquiring the Goods, such as fuel;
 - iv) any correction of errors or omissions on the part of Andy's Water or any of its representatives.
- 4.3 Credit card payments will incur a surcharge fee.

5 Indemnity

- 5.1 You indemnify us in respect of any loss, injury, expense or claim arising out of the supply by us of the Goods and Services, or their storage, installation, use, operation or maintenance, except to the extent that such loss, injury, expense or claim is caused by the negligence of us or our servants/agents/ subcontractors.

6 Force Majeure

- 6.1 If we are unable at any time to perform any of our obligations whether wholly or partly by reason of any cause beyond our control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) we may give written notice to that effect to you, giving full particulars of such force majeure in which case the obligations of us under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. We shall not be liable for any loss or damage suffered by you as a result of any delays caused by such force majeure events.

7 Governing Law

- 7.1 These terms and conditions are governed by the Laws of South Australia and you and Andy's Water submit to the jurisdiction of the courts of that State.

8 Notices

- 8.1 All notices under the Contract must be in writing by post or by email, to an address or number detailed at website andywater.com.au.

9 Variation

- 9.1 Andy's Water reserves the right to change these Terms and Conditions at any time.

General Terms & Conditions

10 Privacy

- 10.1 We are committed to protecting personal privacy. We will comply with the Privacy Act 1988 (Cth). In accordance with the Australian Privacy Principles as contained in the Act, and as reflected our Privacy Policy, persons will be given access to their personal information upon request. We use the types of personal information collected to enable us to supply customers with our services.
- 10.2 Customers who have any concerns about, or would like a copy of, our Privacy Policy are requested to direct them to:
- Privacy Officer
 - Hoad Water Cartage Pty Ltd trading as Andy's Water Transport
 - PO Box 269
 - Uraidla SA 5142
- Or to download a copy of our Privacy Policy from our website andyswater.com.au.