

## **Terms and Conditions**

These terms and conditions apply to the provision of locksmith services by Caloundra Locksmith (the "Seller") to you (the "Buyer"). By requesting, accepting or paying for any services from the Seller, you agree to be bound by these terms and conditions.

### **1. Services**

The Seller will provide the services requested by the Buyer in a professional and timely manner, using reasonable care and skill. The Seller will comply with all applicable laws and regulations in relation to the services.

### **2. Price and Payment**

The price of the services will be as quoted by the Seller or as agreed between the parties in writing. The price may vary depending on the nature and complexity of the services, the location and accessibility of the property, and any additional costs or expenses incurred by the Seller. The Seller will inform the Buyer of any changes to the price before commencing or continuing the services. The Buyer must pay the full amount of the invoice upon completion of the services, unless otherwise agreed by the Seller in writing. The Seller may require a deposit or advance payment for some services. The Seller may charge interest on any overdue amounts at a rate of 10% per annum, calculated daily.

### **3. Warranty**

The Seller warrants that the services will be performed in accordance with these terms and conditions and any applicable industry standards. The Seller also warrants that any goods or materials supplied by the Seller as part of the services will be free from defects in workmanship and materials for a period of 12 months from the date of supply. If the Buyer notifies the Seller of any breach of warranty within the warranty period, the Seller will, at its option, repair, replace or refund the defective goods or materials, or re-perform the defective services, at no extra cost to the Buyer. The warranty does not cover any defects or damages caused by misuse, abuse, negligence, accident, alteration, modification, improper installation, normal wear and tear, or any other factor beyond the Seller's control.

### **4. Liability**

To the extent permitted by law, the Seller's liability for any loss or damage suffered by the Buyer as a result of or in connection with the services is limited to: - The amount paid by the Buyer for the services; or - The cost of repairing or replacing the defective goods or materials, or re-performing the defective services. The Seller is not liable for any indirect, consequential, special or punitive damages, loss of profits, loss of data, loss of goodwill, or any other losses that are not reasonably foreseeable or directly related to the services. The Buyer is responsible for ensuring that their property is secure and safe before and after the services. The Buyer must also inform the Seller of any special requirements or instructions regarding their property or security system. The Buyer indemnifies the Seller against any claims, liabilities, costs or expenses arising from any damage to their property or security system caused by their failure to do so.

### **5. Termination**

The Seller may terminate these terms and conditions at any time by giving written notice to the Buyer if: - The Buyer breaches any of these terms and conditions and fails to remedy such breach within 7 days of receiving notice from the Seller; - The Buyer becomes insolvent, bankrupt, liquidated, wound up, placed under administration or receivership, or subject to any similar process; - The Seller reasonably believes that providing the services would pose a risk to its safety, reputation or property. The Buyer may terminate these terms and conditions at any time by giving written notice to the Seller if: - The Seller breaches any of these terms and conditions and fails to remedy such breach within 7 days of receiving notice from the Buyer; - The Seller becomes insolvent, bankrupt, liquidated, wound up, placed under administration or receivership, or subject to any similar process. Upon termination of these terms and conditions: - The Buyer must pay all outstanding amounts owed to the Seller for any services performed up to the date of termination; - The Seller must return any keys or access codes provided by the Buyer for their property; - Any rights or obligations that have accrued prior to termination will remain in force.

### **6. General**

These terms and conditions constitute the entire agreement between the parties in relation to the services and supersede any previous communications, representations or agreements. These terms and conditions may only be amended by written agreement signed by both parties. These terms and conditions are governed by the laws of Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland. If any provision of these terms and conditions is invalid, illegal or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.