

J T Carter Plumbers Ltd – Terms & Conditions of Trade

1. Definitions	6.7	The Customer warrants that any structures to which the Goods are to be affixed or to which the installation of the Goods and that any plumbing connections (including, but not limited to, meter boxes, pipes, couplings and valves) are of suitable capacity to handle the Goods once installed. If for any reason (including the failure to delay installation of the Goods from the date of dangerous access to crawl spaces or the roof) that JTCP, or employees of JTCP, reasonably form the opinion that the Customer's premises is not safe for the installation of Goods to proceed then JTCP shall be entitled to delay installation of the Goods in accordance with the provisions of clause 5.2 above until JTCP is satisfied that it is safe for the installation to proceed. JTCP may at its sole discretion agree to bring the premises up to a standard suitable for installation of the Goods but all such Services undertaken and any additional Goods supplied shall be treated as a variation and be charged for in addition to the Price.	(h)	JTCP may commence proceedings to recover the Price of the Goods if the Customer is in breach of these Terms and Conditions and the Customer has not passed to the Customer.	23.3	Further to any other rights or remedies JTCP may have under the Contract, if the Customer has made payment to JTCP, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by JTCP under clause 23 above where it can be proven that the Customer has acted in breach of these terms and conditions in contravention to the Customer's obligations under this agreement.
1.1 JTCP means J T Carter Plumbers Ltd, its successors and assigns or any person acting on behalf of and with the authority of J T Carter Plumbers Ltd.						
1.2 "Customer" means the person buying the Goods as specified in an invoice, document or order and if there is more than one Customer is a reference to each Customer jointly and severally.						
1.3 "Goods" means all Goods or Services supplied by JTCP to the Customer at the Customer's request from time to time (where the contract so permits) "Goods" or "Services" shall be interchangeable for the other.						
1.4 "Price" means the Price payable for the Goods as agreed between JTCP and the Customer in accordance with clause 4 below.						
2. Acceptance						
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	6.8	The Customer acknowledges that JTCP's quotation for repairs to existing roofs shall be based only on the replacement of damaged goods and shall include the replacement of tiles with slight imperfections (where applicable) unless authorised by the Customer prior to the commencement of the Services. If the Customer requests the replacement of tiles that have slight imperfections but does not deem to be defective or that which affect the integrity of the roof, then this shall be a variation to the original quotation and clause 4.2 will apply.	14.2	The Customer undertakes to: sign any further documents and/or provide any further information required to complete, accurate and up-to-date in all respects which JTCP may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register.	23.5	Without prejudice to JTCP's other remedies at law JTCP shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to JTCP shall, whether or not due for payment, become immediately payable if:
2.2 These terms and conditions may only be amended with JTCP's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and JTCP.						(a) any money payable by JTCP becomes overdue, or in JTCP's opinion the Customer will be unable to make a payment when it falls due;
2.3 Where the Customer specifically instructs JTCP to clear a branch drain or section of drain only, then any warranty will only apply to sections cleared and not to any other section of drain.						(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
2.4 The Customer accepts that JTCP's Price is based on the presumption that all relevant laws, regulations, codes, compliance and Australian Standards. Where additional Services are required to bring existing installations up to standard to meet relevant laws, regulations, codes, compliance and Australian Standards, such additional Services shall be treated as a variation as per clause 4.2 above.	6.9	The Customer acknowledges and agrees that no persons other than the Customer or employees of JTCP are to work on the treated roof surface for a period of twenty-one (21) days after completion of the job and at no time are any persons permitted to be in the areas of the work. JTCP shall not be liable for any loss, damages, injuries, or costs however arising resulting from the Customer's failure to comply with this clause.	14.3	JTCP and the Customer agree that nothing in sections 144(1)(a), 144(2) and 134 of the PPSA shall apply to these terms and conditions. The Customer irrevocably appoints JTCP as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.	24.1	JTCP may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered, by giving notice to the Customer. On giving such notice JTCP shall repay to the Customer any money advanced by the Customer for the Goods. JTCP shall not be liable for any loss or damage whatsoever arising from such cancellation.
2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of law and any Regulations referred to in that Act.	6.10	The Customer accepts and acknowledges that JTCP accepts no liability for any subsequent loss or damage (including, but not limited to, internal water damage) to the Customer's property which may occur during the course of the Services where such loss or damage is due to pre-existing faults or leaks.	14.4	The Customer shall unconditionally ratify any actions taken by JTCP under clauses 14.1 to 14.5.	24.2	In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by JTCP as a direct result of the cancellation (including, but not limited to, any loss of profits).
3. Change in Control						
3.1 The Customer shall give JTCP not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and any other information that the Customer deems relevant, but not limited to, changes in the Customer's name, address, contact phone or fax number(s), or business practice. The Customer shall be liable for any loss incurred by JTCP as a result of the Customer's failure to comply with this clause.	6.11	The Customer acknowledges that where an analysed surface finish has been selected, slight colour variation may occur between the Customer's application and the Goods supplied may: fade or change colour over time; and expand, contract or distort as a result of exposure to heat, cold, weather; and mark or stain if exposed to certain substances; and which are not specified or disclosed by impact or scratching; and create undesirable smells caused by a system as a result of its normal operation.	15.1	Security and Charge JTCP agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance of the Customer's obligations under these terms and conditions (including, but not limited to, the payment of any money).	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4. Price and Payment						
4.1 At JTCP's sole discretion the Price shall be JTCP's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for (20) days.	6.12	JTCP gives no guarantee (expressed or implied) that colour matching will be achieved. JTCP will make every effort to match colour samples to the Materials supplied but will not be liable in any way whatsoever for colour samples differing from the Materials supplied.	15.2	Customer's Disclaimers The Customer indemnifies JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4.2 JTCP reserves the right to change the Price:						
(a) if a variation to the Goods which are to be supplied is requested; or	(a)	JTCP shall be liable for any loss or damage caused to those items through the Customer's failure to comply with this clause.	15.3	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or	(b)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	15.4	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(c) when any additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, hard rock or other obscured barriers below the surface, iron reinforcing rods in concrete, poor weather conditions, limitations to accessing the site, availability of labour or materials, or other factors); or	(c)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	15.5	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(d) the discovery of asbestos, prerequisite work by a third party prior to commencing the Services, change of design, or hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Services; or	(d)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	15.6	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(e) in the event of increases to JTCP in the cost of labour or materials which are beyond JTCP's control.	(e)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	15.7	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4.3 At JTCP's sole discretion a refundable deposit of up to fifty percent (50%) of the Price may be required.	7.2	JTCP shall be liable for any loss or damage caused to those items through the Customer's failure to comply with this clause.	15.8	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
No allowance has been made in the Price for the deduction of retentions. In the event that retentions are made, JTCP reserves the right to treat all retentions as placing the Customer's account into default.	7.3	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	15.9	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date's determined by JTCP, which may be:	(a)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.1	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(a) on delivery of the Goods; or	(b)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.2	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(b) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;	(c)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.3	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(c) failing any notice to the contrary, the date specified on any invoice or other form as being the date for payment.	8.	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.4	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) or by any other method as agreed to between the Customer and JTCP.	8.1	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.5	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to JTCP an amount equal to any GST JTCP may be liable to pay to the GST authority on the Goods or the price of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that are applicable to the Goods to the Price except where they are expressly included in the Price.	8.2	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.6	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
4.8 JTCP may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	8.3	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.7	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
5. Delivery of Goods						
5.1 Subject to clause 5.2 it is JTCP's responsibility to ensure that the Services are delivered to the Customer as follows:	9.	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.8	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
5.2 The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that JTCP claims an extension of time (by giving the Customer written notice of the extension and the reasons for it) beyond JTCP's control, including but not limited to any failure by the Customer to:	9.1	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.9	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(a) make a selection; or	(a)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.10	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(b) have the site ready for the Services; or	(b)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.11	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(c) notify JTCP that the site is ready or imlement weather.	(c)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.12	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
5.3 At JTCP's sole discretion the cost of delivery is included in the Price.	9.2	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.13	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
5.4 JTCP may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	10.	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.14	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
5.5 The Customer shall take delivery of the Goods tendered notwithstanding that the Goods delivered shall be either greater or less than the quantity purchased provided that:	10.1	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.15	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(a) such discrepancy in quantity shall not exceed five percent (5%), and	(a)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.16	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(b) the Price shall be adjusted pro rata to the discrepancy.	(b)	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.17	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
5.6 Any time or date given by JTCP to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and JTCP will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.	10.2	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.18	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
6. Risk						
6.1 If JTCP retains ownership of the Goods under clause 13 then where JTCP is supplying Goods only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on delivery. Where the Customer is supplying the Goods to JTCP, all risk for the Materials shall be deemed to have taken place immediately at the time that the Goods are delivered by JTCP or JTCP's nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the delivery address).	11.	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.19	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
6.2 JTCP shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of the information provided by the Customer is inaccurate, JTCP accepts no responsibility for any loss, damages or costs however resulting from these inaccurate plans, specifications or other information.	11.1	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.20	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
6.3 The Customer acknowledges that the presence of plant or tree root growth and/or blockages may indicate damaged pipe work and therefore where JTCP is requested to merely clear such blockages, JTCP can offer no guarantee against recurrence or further damage. In the event of collapse during the pipe clearing process, JTCP will not be liable for any loss or damage to the same and shall provide the Customer with an estimate for the full repair of the damaged pipe work.	11.2	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	16.21	The Customer agrees to indemnify JTCP from and against all JTCP's costs and disbursements incurred in respect of the Goods and own client basis incurred in exercising JTCP's rights under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 in whole or in part limited to, signing any document on the Customer's behalf.	24.3	Cancellation of orders for Goods made to the Customer's creditworthiness or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
6.4 The Customer acknowledges that JTCP is only responsible for parts that are replaced by JTCP at any single stage accept any liability in respect of previous services and/or goods supplied by						