

Mr Drains – Terms & Conditions of Trade

1.	Definitions		(c) Mr Drains is only responsible for components that are replaced by Mr Drains and does not at any stage accept any liability in respect of previous goods and/or services supplied by any other third-party that subsequently fail and cause damage to the installation of the Works;
1.1	<p>"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Mr Drains to provide the Works as specified in any proposal, quotation, order, invoice, or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally; and</p> <p>(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(d) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Works; or</p> <p>(d) in the event of increases to Mr Drains in the cost of labour or Materials (including but not limited to, variations in shipping and courier costs, etc.) which are beyond Mr Drains' control.</p>	(d) the installation of some appliances can cause water hammer or damage to existing pipe work. The Client agrees to indemnify Mr Drains against any such loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Materials;
1.2	<p>"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including but not limited to this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, facebook or twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.</p>	<p>6.3 Variations will be charged for on the basis of Mr Drains' quotation, and will be detailed in writing, and shown as variations on Mr Drains' invoice. The Client shall be required to respond to any variation submitted by Mr Drains within ten (10) working days. Failure to do so will be deemed to be acceptance of the variation and the price. Payment for all variations must be made in full at the time of their completion.</p>	(e) Mr Drains carry a routine soundness test of the Works to ensure that there are no gas leaks in the existing pipework. In the event of such a discovery Mr Drains where necessary will have the gas supply capped-off until the fault is found and repaired at the Client's expense;
1.3	<p>"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.</p>	<p>6.4 At Mr Drains' sole discretion, a reasonable deposit may be required upon placement of an order for Materials, in accordance with any quotation provided by Mr Drains or as notified to the Client prior to the placement of an order for Materials.</p>	(f) Mr Drains accept no responsibility for any damage or defects in the Materials/Works where they have not been used and/or maintained in accordance with Mr Drains' and/or the manufacturer's recommendations; and
1.4	<p>"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when the Client uses the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.</p>	<p>6.5 (a) delivery of the Materials; or (b) on completion of the Works; or (c) by way of progress payments in accordance with Mr Drains' specified progress payment schedule. Such progress payment details may include the reasonable value of authorised variations and the value of any Materials delivered to the Worksite but not yet installed; or (d) thirty (30) days following the end of the month in which a statement is posted to the Client address or address for payment; or (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Mr Drains.</p>	(g) Materials supplied may: (i) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. Mr Drains will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (ii) expand, contract or distort as a result of exposure to heat, cold, weather; (iii) mark or stain if exposed to certain substances; (iv) be damaged or disfigured by impact or scratching; and (v) emit an odour or smells caused by a system as a result of its normal operation.
1.5	<p>"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).</p>	<p>6.6 Payment may be made by cash, cheque or electronic-line banking credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and Mr Drains.</p>	<p>8.8 Adjacent Piping Risk Mr Drains will use its best endeavours to identify which sections of drain piping are causing the blockages and will quote on lining of such sections to rectify the problem. However, because Mr Drains accepts no liability in this respect and the Client subsequent to completion of the subject Works, should new blockages emerge in such united sections, Mr Drains accepts no liability in this respect and the Client shall indemnify Mr Drains against all consequential loss, damage and/or costs associated with remedying the foregoing.</p>
1.6	<p>"Intention" means a building product and the use thereof, for which the building product is intended to be, or is reasonably likely to be, associated with a building.</p>	<p>6.7 No allowance has been included within the quotation for Works to be carried out outside of Mr Drains' normal working hours.</p>	<p>8.9 Piping joints Tree roots can penetrate piping joints which have been lined by Mr Drains subsequent to the Works being carried out. Should such blockages emerge at the point where the lining ends due to such root growing between the original drain piping and the new blockage subsequent to the Works. Therefore, when rubber couplings are specified in the scope of the Works, Mr Drains accepts no liability in this respect and the Client shall indemnify Mr Drains against all consequential loss, damage and/or costs associated with remedying the foregoing.</p>
1.7	<p>"Mr Drains" means Partners in Plumbing Pty Ltd T/A Mr Drains, its successors and assigns or any person acting on behalf of and with the authority of Partners in Plumbing Pty Ltd T/A Mr Drains.</p>	<p>6.8 Mr Drains' normal working hours are 9am to 5pm Monday to Friday. Payment received from the Client towards any invoice that Mr Drains determines may do so at the time of receipt or at any time afterwards. On any default by the Client Mr Drains may re-allocate any payments previously received and allocated. In the absence of any payment allocated by Mr Drains, payment will be allocated to each claimant as preserves the maximum value of Mr Drains' Purchase Money Security Interest (as defined in the PPSA) in the Materials.</p>	<p>8.10 Rubber Pipe Couplings Over time, tree roots can penetrate between rubber couplings and drainpipe resulting in new blockages subsequent to the Works. Therefore, when rubber couplings are specified in the scope of the Works, Mr Drains accepts no liability in this respect and the Client shall indemnify Mr Drains against all consequential loss, damage and/or costs associated with remedying the foregoing.</p>
1.8	<p>"Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building: (a) the product is not, or will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product is not, or will not, be suitable for performing for the use to which the standard it is represented to conform to or for a person in the chain of responsibility for the product.</p>	<p>6.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Mr Drains nor to withhold payment of any invoice or part of an invoice in dispute, in the event that Mr Drains claims an amount for payment, if any part of the invoice is in dispute, then the Client must notify Mr Drains in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Mr Drains investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make the required notification in writing to Mr Drains within the time specified and subject to default interest in accordance with clause 17.1.</p>	<p>8.11 Connection to Mains Sewer Lines Mr Drains is not bound to line a section of works installed by any government authority or Sydney Water. Due to the level of difficulty, Mr Drains cannot guarantee to terminate lining at the exact connection point of the Client's drains to such main sewer lines. Should tree roots penetrate Client junction lines located before end of lining and result in blockages subsequent to completion of the Works, Mr Drains accepts no liability in this respect and the Client shall indemnify Mr Drains against all consequential loss, damage and/or costs associated with remedying the foregoing.</p>
2.	Acceptance	<p>7. Provision of the Works Subject to clause 7.2 it is Mr Drains' responsibility to ensure that the Works start as soon as it is reasonably possible.</p>	<p>9. Client Acknowledgements & Responsibilities Prior to Mr Drains commencing any Works the Client must advise Mr Drains of the precise location of all known asbestos/hazardous Materials on the Worksite and clearly mark the same. Removal from the Worksite and the disposal of asbestos/hazardous Materials shall at all times be the Client's responsibility unless otherwise agreed in writing.</p>
2.1	<p>The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Works.</p>	<p>7.1 The Works commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Mr Drains claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Mr Drains' control, including, but not limited to: (a) any failure by the Client to: (i) make a selection; (ii) have the Works ready for the Works; or (iii) notify Mr Drains that the Worksite is ready; (b) any act of God, war, terrorism, strike, lock-out, industrial action/disturbance, fire, flood, storm, orders of any Governmental authority, laws, regulation; any action or inaction by any third-party or any other event beyond the control of Mr Drains.</p>	<p>9.1 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>
2.2	<p>In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.</p>	<p>7.2 Mr Drains may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p>	<p>9.2 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>
2.3	<p>Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p>	<p>7.3 The Client must take delivery by receipt or collection of the Materials whenever they are ordered for delivery.</p>	<p>9.3 Mr Drains is not insured to remove furniture or fittings and will not do so, nor is Mr Drains licensed to move electrical appliances.</p>
2.4	<p>The Client acknowledges and accepts the supply of Works on credit shall not take effect until the Client has completed a credit application with Mr Drains and it has been approved with a credit limit established for the account. In the event that the supply of Works requested exceeds the Client's credit limit and/or the account exceeds the payment terms, Mr Drains reserves the right to refuse delivery.</p>	<p>7.4 The Client must take delivery by receipt or collection of the Materials whenever they are ordered for delivery.</p>	<p>9.4 The Client further acknowledges and agrees that: (a) the Client shall not be liable for any consequential loss, damage and/or costs caused to those items through the Client's failure to comply with this clause; (b) they are wholly responsible for animals and/or children on the Worksite; and (c) Mr Drains shall not be liable for any costs or loss or damage to the Works (or any other property) however arising where the Client has failed to comply with this clause 9.4.</p>
2.5	<p>In the event that Mr Drains is required to provide the Works urgently, that may require Mr Drains' staff to work outside normal business hours (including, but not limited to, working through lunch breaks, weekends and/or Public Holidays) then Mr Drains reserves the right to charge the Client additional labour costs (penalty rates will apply at time and a half normal rates), unless otherwise agreed between Mr Drains and the Client.</p>	<p>7.5 Any time specified by Mr Drains for delivery of the Works is an estimate only and Mr Drains will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties in the event that Mr Drains is unable to supply the Works as agreed solely due to any action or inaction of the Client, then Mr Drains shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.</p>	<p>9.5 Where Mr Drains requires that Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply Mr Drains a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft, or damage. In the event that any stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Client's responsibility.</p>
2.6	<p>Where the Client is a tenant (and therefore not the owner of the land and premises where Works are to be carried out) then the Client warrants that they have obtained the full consent of the owner for Mr Drains to carry out the Works on the owner's land and premises. The Client acknowledges and agrees that they shall be personally liable for the payment of the Price for the Works provided under this Contract and to indemnify Mr Drains against any claim made by the owner of the premises (howsoever arising) in relation to the provision of the Works by Mr Drains, except where such claim is arising because of the negligence of Mr Drains when undertaking the Works. Furthermore, the Client agrees that they shall, upon request from Mr Drains, provide evidence that: (a) they are the owner of the land and premises upon which the Works are to be undertaken; or (b) where they are a tenant, that they have the consent of the owner for the Works to be carried out on the land and premises.</p>	<p>8. Risk If Mr Drains retains ownership of the Materials under clause 13 then: (a) where Mr Drains is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials before delivery. The cost of the insurance will be payable by the Client in accordance with the quotation provided by Mr Drains to the Client, or as otherwise notified to the Client prior to the placement of an order for the Materials. Delivery of the Materials shall be deemed to have taken place immediately at the time that either: (i) the Client or the Client's nominated carrier takes possession of the Materials at Mr Drains' address; or (ii) the Materials are delivered by Mr Drains or Mr Drains' nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address); (b) where Mr Drains is to both supply and install Materials then Mr Drains shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.</p>	<p>9.6 Mr Drains is not insured to remove furniture or fittings and will not do so, nor is Mr Drains licensed to move electrical appliances.</p>
2.7	<p>If Mr Drains has been requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.</p>	<p>8.1 Notwithstanding the provisions of clause 8.1 if the Client specifically requests Mr Drains to remove Materials outside Mr Drains' premises for collection or to deliver the Materials to an unattended location then such Materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.</p>	<p>9.7 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>
2.8	<p>Electronic signatures shall be deemed to be accepted by either party providing that the party has complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	<p>8.2 Mr Drains shall be entitled to rely on the accuracy of any plans, specifications, dimensions and/or any other information provided (in relation to the Works) by the Client or any third-party employed or contracted by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is incorrect or based on Mr Drains' own knowledge and experience and/or is not acted upon by the Client, then Mr Drains shall require the Client or their agent to authorise commencement of the Works in writing. Mr Drains shall not be liable in any way whatsoever for any damages or losses that may result from such reliance.</p>	<p>9.8 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>
3.	Authorised Representatives	<p>8.3 Any advice, recommendation, information, assistance, or service provided by Mr Drains in relation to the Materials or Works supplied is given in good faith to the Client, or the Client's agent, based on Mr Drains' own knowledge and experience and shall be accepted without liability on the part of Mr Drains. Where such advice or recommendations are not acted upon then Mr Drains shall require the Client or their agent to authorise commencement of the Works in writing. Mr Drains shall not be liable in any way whatsoever for any damages or losses that may result from such reliance.</p>	<p>9.9 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>
3.1	<p>Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third-party to Mr Drains as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Materials or Works on the Client's behalf and/or to request any variation to the Works on the Client's behalf (such authority to continue until all requested Works have been completed or the Client otherwise notifies Mr Drains in writing that said person is no longer the Client's duly authorised representative).</p>	<p>8.4 Any advice, recommendation, information, assistance, or service provided by Mr Drains in relation to the Materials or Works supplied is given in good faith to the Client, or the Client's agent, based on Mr Drains' own knowledge and experience and shall be accepted without liability on the part of Mr Drains. Where such advice or recommendations are not acted upon by the Client, then Mr Drains shall require the Client or their agent to authorise commencement of the Works in writing. Mr Drains shall not be liable in any way whatsoever for any damages or losses that may result from such reliance.</p>	<p>9.10 Worksite Access and Condition Mr Drains is not responsible for the removal of rubbish from or clean-up of the building/worksite Worksite(s). All rubbish generated by Mr Drains will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed.</p>
3.2	<p>In the event that the Client's duly authorised representative as per clause 3.1 is to have any limited authority to act on the Client's behalf then the Client must specifically and clearly advise Mr Drains in writing of the parameters of the limited authority granted to the Client's duly authorised representative.</p>	<p>8.5 The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves, meter boxes, main switches) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe plumbing and/or wiring, or dangerous access to crawl spaces or the roof) that Mr Drains, or Mr Drains' employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then Mr Drains shall be entitled to delay the provision of the Works in accordance with clause 7.2. Mr Drains is not responsible for the cost of the installation to proceed. Mr Drains may in agreement with the Client bring the property up to a standard suitable for installation to proceed but all such Works undertaken, and any additional Materials supplied shall be treated as a variation and be charged for in addition to the Price.</p>	<p>9.11 It is the intention of Mr Drains and agreed by the Client that: (a) Mr Drains has clear and free access to the Worksite at all times to enable them to undertake the Works (including, carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Materials). Mr Drains shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to walls, floors, ceilings, furniture, fixtures, fittings, or grassed areas) unless due to the negligence of Mr Drains; (b) such access is suitable to accept the weight of laden trucks, front end loaders or other earth moving equipment as may be deemed necessary by Mr Drains. The Client agrees to indemnify Mr Drains against all costs incurred by Mr Drains in connection with the Client's access to the Worksite, whether or otherwise immovable; (c) there are no height restrictions likely to be imposed by overhead power lines or any other obstruction at all times to enable them to undertake the Works; it is the Client's responsibility to provide Mr Drains, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities; and (d) if the Works are interrupted by the failure of the Client to adhere to the work schedule agreed to between Mr Drains and the Client, any additional costs will be incurred to the Client as a variation in accordance with clause 6.2.</p>
3.3	<p>The Client specifically acknowledges and accepts that they will be solely liable to Mr Drains for all additional costs incurred by Mr Drains (including Mr Drains' profit margin) in providing any Materials, Works or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (f) (any)).</p>	<p>8.6 Mr Drains shall use installation ensure that all Materials are to be installed in a manner that is fully compliant with industry standards. If, for any reason, the Client specifically requires the Materials to be installed in any way which goes against Mr Drains' recommendations and/or falls below industry standards; a request detailing that requirement must be made in writing to Mr Drains. Accordingly, Mr Drains offers no warranty in regard to the aforementioned.</p>	<p>9.12 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
4.	Errors and Omissions	<p>8.7 The Client acknowledges and accepts that: (a) broken drains generally indicate pipelines are not fully efficient (i.e. breakages, cracks, negative fall or tree root entry); the drain line cannot be repaired or rectified just by clearing it on site. In the event that Mr Drains cannot give any guarantee against recurrence or further pipe damage, then the Client requests Mr Drains to use a camera/unlocking equipment (including, but not limited to, CCTV camera or an electric eye), and Mr Drains does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck. Mr Drains may require the Client or their agent to authorise commencement of the Works in writing. If the drain/pipe unlocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement, and/or retrieval of said equipment; (b) where Mr Drains has completed temporary repairs that Mr Drains: (i) offers no guarantee against the recurrence of the initial fault, or any further damage caused; and (ii) will immediately advise the Client of the fault and shall provide the Client with an estimate for the full repair required.</p>	<p>9.13 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
4.1	<p>The Client acknowledges and accepts that Mr Drains shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by Mr Drains in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Mr Drains in respect of the Works.</p>	<p>8.8 Mr Drains shall not be liable in any way whatsoever for any damages or losses that may result from such reliance.</p>	<p>9.14 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
4.2	<p>In circumstances where the Client is required to place an order for Materials, in writing, or otherwise by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Materials (whether they are made to order Materials or not) ("Client Error"). The Client must pay for all Materials it orders from Mr Drains notwithstanding that such Materials suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Materials. Mr Drains is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.</p>	<p>8.9 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>	<p>9.15 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
5.	Change in Control	<p>8.10 Mr Drains shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>	<p>9.16 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
5.1	<p>The Client shall give Mr Drains not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by Mr Drains as a result of the Client's failure to comply with this clause.</p>	<p>8.11 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>	<p>9.17 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
6.	Price and Payment	<p>8.12 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>	<p>9.18 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
6.1	<p>At Mr Drains' sole discretion, the Price shall be either: (a) as indicated on any quotation provided by Mr Drains to the Client in respect of the Works performed or upon placement of an order for the Materials; or (b) Mr Drains quoted Price (subject to clause 6.2) which shall be binding upon Mr Drains provided that the Client shall accept Mr Drains' quotation in writing within thirty (30) days.</p>	<p>8.13 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>	<p>9.19 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>
6.2	<p>Mr Drains reserves the right to change the Price: (a) if a variation to the Materials which are to be supplied is requested; or (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite defects (including, but not limited to, pest infestation, etc.), incorrect measurements, plans and/or specifications provided by the Client, as a result of delays from third-party suppliers or availability of Materials, safety considerations (discovery of asbestos, etc.), prerequisite work by any third-party not being completed, lack of required utilities, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code, hard rock barriers below the surface, iron reinforcing rods in concrete or</p>	<p>8.14 The Client shall not be liable for any consequential loss, damage and/or costs associated with remedying the foregoing.</p>	<p>9.20 The Client agrees to be present at the Worksite when and as reasonably requested by Mr Drains and its employees, contractors and/or agents.</p>

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11.3	Whilst Mr Drains will take all care to avoid damage to any underground services the Client agrees to indemnify Mr Drains in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.	11.3	defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Mr Drains to inspect the Materials or to review the Works provided.	19.5	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
12.	Compliance with Laws	16.2	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (the "Non-Excluded Guarantees").	19.6	The Client consents to Mr Drains being given a consumer credit report to collect personal credit information relating to overdue payment on commercial credit.
12.1	The Client and Mr Drains shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any health and safety laws (WHS) relating or any other relevant safety standards or legislation, particularly those in relation to asbestos/hazardous materials (and the safe removal and disposal of the same). The Client agrees to indemnify Mr Drains against all claims arising from health issues related to exposure to asbestos at the Worksite.	16.3	Mr Drains acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.6	The Client agrees that personal credit information provided may be used and retained by Mr Drains for the following purposes (and for other agreed purposes or required by):
12.2	Both parties acknowledge and agree:	16.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Mr Drains makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Works. Mr Drains' liability in respect of these warranties is limited to the fullest extent permitted by law.	19.7	(a) the provision of Works; and/or
12.3	Where the Client has supplied products for Mr Drains to complete the Works, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended Use and any faults inherent in those products. However, if Mr Drains' opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then Mr Drains shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be involved in accordance with clause 6.2.	16.5	If the Client is a consumer within the meaning of the CCA, Mr Drains' liability is limited to the extent permitted by section 64 of the CCA.	19.7	(b) enabling the collection of amounts outstanding in relation to the Works.
12.4	In the event that the Client (or any third-party on behalf of the Client), then it shall be the Client's responsibility to ensure that work is executed in accordance with clause 12.1. Mr Drains shall not be liable for any loss or damage, however caused, as a result of any work performed by the Client (or any third-party on behalf of the Client).	16.6	If Mr Drains is required to replace any Materials under this clause or the CCA, but is unable to do so, Mr Drains may refund any money the Client has paid for the Materials.	19.7	(c) to obtain a consumer credit report;
12.5	The Client shall:	16.7	If Mr Drains is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, Mr Drains may refund any money the Client has paid for the Materials.	19.8	(d) allow the CRB to create or maintain a credit information file about the Client including credit history.
12.5	(a) be liable for any costs incurred by Mr Drains due to the Client's failure to comply with clause 12.1; and	16.8	If Mr Drains is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, Mr Drains may refund any money the Client has paid for the Materials.	19.8	(e) the information given to the CRB may include:
12.6	(b) obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.	16.9	If the Client is not a consumer within the meaning of the CCA, Mr Drains' liability for any defect/damage in the Materials is:	19.9	(a) Personal information as outlined in 19.3 above;
12.7	(c) The Client warrants that any existing plumbing, gas-fitting and/or associated services at the Worksite that is subject to the Works and/or Materials under this Contract is fully compliant with current regulations. Mr Drains reserves the right to halt all Works if, in their opinion the Worksite and/or the positioning of a unit, pipes etc. is in any way less than fully compliant with current regulations and shall be provided with a revised quotation/estimate to reflect the Works that are required to bring the Worksite and/or Materials up to fully compliant current standards. Should the Client not wish to proceed, Mr Drains will charge a standard fee for the time spent on the Worksite based on Mr Drains' prior quotation.	16.10	(a) limited to the value of any express warranty or warranty card provided to the Client by Mr Drains at Mr Drains' sole discretion;	19.9	(b) name of the credit provider and that Mr Drains is a current credit provider to the Client;
12.7	(d) The Client acknowledges and accepts that in instances where the gas supply is turned off at the meter or bottles by Mr Drains in order to carry out the soundness test, that parts within a gas appliance may fail due to not being turned off and serviced for a long period of time including, thermocouples, blocked pilot tubes, and SIT valves on pilot assemblies. Any costs associated with such an event shall be borne by the Client.	16.11	(b) limited to any warranty to which Mr Drains is entitled, if Mr Drains did not manufacture the Materials;	19.10	(c) whether the credit provider is a licensee;
13.	Title	16.11	(c) otherwise negotiated absolutely.	19.10	(d) advice of consumer credit defaults (provided Mr Drains is a member of an approved credit reporting scheme) (overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Mr Drains has been paid or discharged and all details surrounding that discharge (e.g. dates of payments));
13.1	Mr Drains and the Client agree that ownership of the Materials shall not pass until:	16.12	(d) the Materials are returned in as close a condition to that in which they were delivered as is possible.	19.11	(e) information that, in the opinion of Mr Drains, the Client has committed a serious credit infringement.
13.2	(a) the Client has paid Mr Drains all amounts owing to Mr Drains; and	17.	Notwithstanding clauses 16.1 to 16.9 but subject to the CCA, Mr Drains shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	20.	(f) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
13.2	(b) Receipt by Mr Drains of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that until ownership of the Materials passes to the Client in accordance with clause 13.1:	17.1	(a) the Client failing to properly maintain or store any Materials;	20.1	(g) a copy of the Personal Information about the Client retained by Mr Drains and the right to request that Mr Drains correct any incorrect Personal Information about the Client;
13.3	(c) the Client shall not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Mr Drains as to direct;	17.2	(b) the Client using the Materials for any purpose other than that for which they were designed;	20.2	(h) that Mr Drains does not disclose any Personal Information about the Client for the purpose of direct marketing.
14.	Personal Property Securities Act 2009 ("PPSA")	17.3	(c) the Client intending to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	20.2	(i) Mr Drains will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
14.1	In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	17.4	(d) interference with the Works by the Client or any third-party without Mr Drains' prior approval;	20.2	(j) the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
14.2	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) – being a monetary obligation of the Client to Mr Drains for Works – that have previously been supplied and that will be supplied in the future by Mr Drains to the Client.	17.5	(e) the Client failing to follow any instructions or guidelines provided by Mr Drains;	20.2	(k) fair wear and tear, any accident, or act of God.
14.3	The Client undertakes to:	17.6	(f) fair wear and tear, any accident, or act of God.	20.2	(l) Mr Drains may require the Client to pay handling fees of up to thirty percent (30%) of the value of the returned Materials plus any freight costs.
14.3	(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Mr Drains may reasonably require to:	17.7	(a) incurred; and/or	20.2	(m) Mr Drains may require the Client to pay handling fees of up to thirty percent (30%) of the value of the returned Materials plus any freight costs.
14.3	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;	17.8	(b) which would be incurred and/or	20.2	(n) Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
14.3	(ii) register any other document required to be registered by the PPSA; 14.3 to 14.5;	17.9	(c) for which by the Client would be liable;	21.	Service of Notices
14.3	(iii) correct a defect in a statement referred to in clause 14.3(a)(i) or 14.3(a)(ii);	17.10	(d) the Client's legal costs on a solicitor and own client basis incurred in exercising Mr Drains' rights under these terms and conditions, internal administration fees, Mr Drains' Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank disbursement fees.	21.1	Any written notice given under this Contract shall be deemed to have been given and received:
14.4	(b) indemnify, and upon demand reimburse, Mr Drains for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;	17.11	(e) further to any other rights or remedies Mr Drains may have under this Contract, if a Client has made payment to Mr Drains, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any other costs incurred by Mr Drains under this clause 17 in that event it can be proven that such reversal is found to be illegal, fraudulent or in contravention to any applicable law under this Contract.	21.1	(a) by handing the notice to the other party, in person;
14.5	(c) not register a financing change statement in respect of a security interest without the prior written consent of Mr Drains;	17.12	(f) Without prejudice to Mr Drains' other remedies at law Mr Drains shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Mr Drains shall, whether or not due for payment, become immediately payable.	21.1	(b) by leaving it at the address of the other party as stated in this Contract;
14.6	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials or collateral (account) in favour of a third-party without the prior written consent of Mr Drains;	18.	(a) any money payable to Mr Drains becomes overdue, or in Mr Drains' opinion the Client will be unable to make a payment when it falls due;	21.1	(c) by sending it by registered post to the address of the other party as stated in this Contract;
14.7	(e) immediately advise Mr Drains of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.	18.1	(b) the Client has exceeded any applicable credit limit provided by Mr Drains;	21.1	(d) if by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or
14.8	Mr Drains and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	18.2	(c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or proposes to enter into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	21.2	(e) if sent by email to the other party's last known email address.
14.9	The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	18.3	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	21.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
14.10	Unless otherwise agreed to in writing by Mr Drains, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.	18.4	Cancellation	22.	Trusts
14.11	The Client shall unconditionally ratify any actions taken by Mr Drains under clauses 14.3 to 14.5.	18.5	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Materials and/or Works to the other party, with immediate effect, by giving the Breaching Party written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.	22.1	If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Mr Drains may have notice of the Trust, the Client covenants with Mr Drains as follows:
14.12	Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	18.6	If Mr Drains, due to reasons beyond Mr Drains' reasonable control, is unable to deliver any Materials and/or Works to the Client, Mr Drains may cancel any Contract to which these terms and conditions apply or cancel delivery of Materials and/or Works at any time before the Materials and/or Works are delivered by giving written notice to the Client. On giving such notice Mr Drains shall repay to the Client any money paid by the Client for the Materials and/or Works. Mr Drains shall not be liable for any loss or damage otherwise arising from such cancellation.	22.1	(a) The Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund; the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the pass may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of indemnity, or be a party to any other action which might prejudice that right of indemnity;
15.	Security and Charge	18.7	The Client may cancel delivery of the Materials and/or Works by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels delivery in accordance with this clause 18.3, the Client will not be liable for the payment of any costs of Mr Drains, except where a deposit is payable in accordance with clause 18.4. Failure by the Client to deliver or to receive notice of delivery of the Materials and/or Works shall place the Client in breach of this Contract.	22.1	(b) the Client will not release the right of indemnity or commit any breach of indemnity, or be a party to any other action which might prejudice that right of indemnity;
15.1	In consideration of Mr Drains agreeing to supply the Materials and/or provide its Works, the Client grants Mr Drains a security interest by way of a floating charge (registerable by Mr Drains pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that its now owns, or that the Client or the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Materials and/or Works under this Contract and/or permit Mr Drains to appoint a receiver to the Client in accordance with the Corporations Act 2007 (Ch).	18.8	Privacy Policy	22.1	(c) the Client will not during the term of the Contract without consent in writing of Mr Drains (Mr Drains will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
15.2	The Client indemnifies Mr Drains from and against all Mr Drains' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Mr Drains' rights under this clause.	18.9	All emails, documents, images, or other recorded information held or used by Mr Drains is Personal Information, as defined and referred to in clause 19.3, and therefore considered Confidential Information. Mr Drains acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively "EU Data Privacy Laws"). Mr Drains acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Mr Drains that may result in serious harm to the Client, Mr Drains will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be approved in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.	22.1	(i) the removal, replacement or retirement of the Client as trustee of the Trust;
15.3	In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 13.1, 14.2 and 15.1 as applicable, is deemed insufficient by Mr Drains to secure the repayment of monies owed by the Client to Mr Drains, the Client hereby grants Mr Drains a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money.	18.10	23. General	22.1	(ii) any alteration to or variation of the terms of the Trust;
16.	Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")	18.11	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.	22.1	(iii) any advancement or distribution of capital of the Trust; or
16.1	The Client must inspect all Materials on delivery (or the Works on completion) and must within seven (7) days of delivery notify Mr Drains in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Mr Drains to inspect the Materials or to review the Works provided.	18.12	Notwithstanding clause 19.1, privacy limitations will extend to Mr Drains in respect of Cookies where the Client utilises Mr Drains' website to make enquiries. Mr Drains agrees to display a cookie banner to the Client upon the Client's visit to the website such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	22.1	(iv) any resettlement of the trust fund or trust property.
16.1	(a) IP address, browser, email client type and other similar details;	19.1	(a) IP address, browser, email client type and other similar details;	23.1	23.1
16.1	(b) tracking website usage and traffic; and	19.2	(b) tracking website usage and traffic; and	23.2	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
16.1	(c) reports made available to Mr Drains when Mr Drains sends an email to the Client, so Mr Drains may collect and review that information ("collectively Personal Information")	19.3	(c) reports made available to Mr Drains when Mr Drains sends an email to the Client, so Mr Drains may collect and review that information ("collectively Personal Information")	23.2	The Client hereby agrees to indemnify the party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.
16.1	If the Client consents to Mr Drains' use of Cookies on Mr Drains' website and later wishes to withdraw that consent, the Client may manage and control Mr Drains' privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	19.4	The Client agrees that Mr Drains may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	23.3	These terms and conditions and any Contract to which they apply shall be governed by the laws of New South Wales, the state in which Mr Drains has its principal place of business and are subject to the jurisdiction of the Marly Local Court in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
16.1	The Client agrees for Mr Drains to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, date of birth, telephone details, email address, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Mr Drains.	19.5	(a) to assess an application by the Client; and/or	23.4	Mr Drains may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
16.1	The Client agrees that Mr Drains may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	19.6	(b) to notify other credit providers of a default by the Client; and/or	23.5	The Client cannot licence or assign without the written approval of Mr Drains.
16.1	(a) to assess an application by the Client; and/or	19.7	(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or	23.6	Neither party shall be liable for any default due to any part of the Works but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Mr Drains' sub-contractors without the authority of Mr Drains.
16.1	(b) to notify other credit providers of a default by the Client; and/or	19.8	(d) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or	23.7	The Client agrees that Mr Drains may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Mr Drains to provide Works to the Client.
16.1	(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or	19.9	(e) the Client failing to follow any instructions or guidelines provided by Mr Drains;	23.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to Mr Drains, once the parties agree that the Force Majeure event has ceased.
16.1	(d) the Client failing to follow any instructions or guidelines provided by Mr Drains;	19.10	(f) fair wear and tear, any accident, or act of God.	23.9	Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that Mr Drains' Contract creates binding and valid legal obligations on them.
16.1	(e) the Client failing to follow any instructions or guidelines provided by Mr Drains;	19.11	(g) interference with the Works by the Client or any third-party without Mr Drains' prior approval;	23.10	The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
16.1	(f) fair wear and tear, any accident, or act of God.	19.12	(h) interference with the Works by the Client or any third-party without Mr Drains' prior approval;	23.11	If at any time this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.