



Quote no. 4842  
5/466 Nicholson Street Fitzroy North

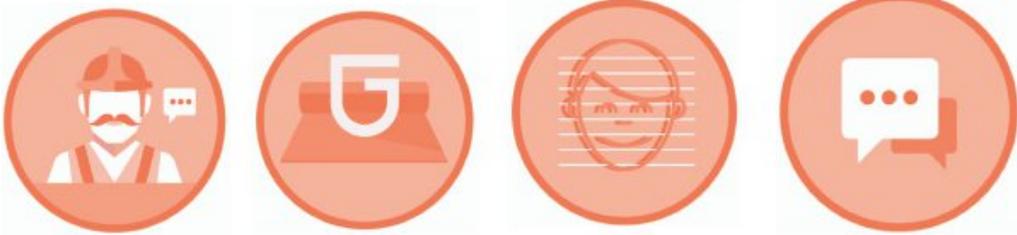
Quote Prepared For Ray & Helen Curran

Prepared By Chad Porter.

Thank you for engaging Gallant Plumbing for your Quoting needs.



[CLICK HERE](#) to see the Gallantry point of difference we will delight you with!



# The Gallant Story:

## REDEFINING WHAT IT MEANS TO BE, AND TO DO BUSINESS WITH A TRADESPERSON.

In mid 2015, entrepreneur Edward Clark and veteran plumber Scott Robinson became the new owners of Cashmore Plumbing, an established business providing plumbing services to Melbourne's eastern suburbs for close to 40 years.

Aware of common customer frustrations when dealing with tradespeople across all trade industries, the pair saw an opportunity: to build a dynamic, modern plumbing business lead by remarkable customer experience.

Cashmore Plumbing was renamed to Gallant Plumbing in early 2016, signifying a new direction for the long-standing company.

Encompassing a sense of trust, integrity, transparency and consideration, the word gallant represents what our business stands for: a dedication to remarkable customer experience and determination to challenge the stereotypical experience of hiring a tradie.

Building on a tradition of technical excellence, Gallant Plumbing aims to exceed customer expectations and build trusted, long-term relationships through clear, transparent communication.

We believe the trade industry needs a shake up. Our approach to business is to ensure every step of the customer journey is nothing short of bloody wonderful.



## Why Choose Gallant?

**Expert advice with your best interest at heart.**

Our goal is to build trusted, long-term relationships with our customers. We're not looking for a quick buck. Our recommendations are genuine, informed by your budget, future plans and specific problem.

**Exceptional customer service is at our core.**

Whether it's over the phone or in person at your property, we care about your experience and aim to impress.

**Communication is key.**

Less is not always more. We communicate clearly and we communicate often so you're informed at every step of the process. As a valued client of Gallant, you'll receive a clear understanding of what needs to be done so you'll never be left in the dark.

**Transparent and accountable.**

No nasty surprises. Ever. If the problem is complex, we take the time to explain it. If there is a change to our quote, we explain why. If we make a mistake, we own it.

---

## Don't Believe us?

## See it for yourself!

We are using Gallant plumbing regularly, they have performed works for a number of properties we manage, and Gallant have always delivered an excellent and professional service for our special Owners Corporation needs. We highly recommend Gallant plumbing. Special thanks for going out so quickly when needed!

*- MBCM Strata, City*

Received a lovely review through Gallant Plumbing from a mutual client regarding our service here at VBCS. As pleased as I am to hear positive reviews, this is a truly a testament to how amazing Gallant's service is and how promptly their team action work orders / plumbing issues when we request them. Thank you for your ongoing outstanding customer service!

*- Nathalie Appere*

Craig is our favourite plumber, quiet, diligent clean and efficient, what more could you want. Cheers from Harmer Architecture!

*- Harmer Architecture*

As an Owners Corporation Manager it is so refreshing to work with a professional plumbing business who go out of their way to provide phenomenal service to our strata clients. Gallant take the strain out of working with plumbing contractors and I couldn't recommend them more highly.

*- Bryan Phillips*

You can see more words of praise [HERE](#)

**CUSTOMER QUOTATION NO. 4842**

Ray & Helen Curran

**Site:** 5/466 Nicholson Street  
Fitzroy North

**Valid For:** 30 Day(s)

**Salesperson:** Chad Porter

**Date:** 19/11/2018

**Description**

**QUOTE-HWS REPLACEMENT.**

- Attend site and disconnect and remove existing HWS and dispose of.
- Supply and install new safe tray.
- Supply and install new Mildred valve.
- Supply and install new 50litre 3.6 KW HWS.
- Complete all required connections.
- Electrician to connect new HWS and certify.
- Test and commission all works.
- Provide Plumbing Certificate on Completion.

We thank you for the opportunity to present you with our proposal. Please do not hesitate to contact us with any questions you may have on 1300 830 956.	<b>Sub-Total ex GST</b>	\$1305.00
	<b>GST</b>	\$130.50
	<b>Total inc GST</b>	\$1435.50

# GALLANT PLUMBING – TERMS AND CONDITIONS OF TRADE

## 1. Definitions

- 11 "Contractor" means "Gallant Plumbing", its successors, or any person acting on behalf of and with the authority of Gallant Plumbing.
- 12 "Client" means the person/s buying the Goods or Services as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 13 "Goods" means all Goods or Services supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 14 "Price" means the Price payable for the Goods as agreed between the Contractor and the Client in accordance with clause 4 below.
- 15 "Terms" means these terms and conditions and includes any updated version which may appear on the Contractor's website.

## 2. Acceptance

- 21 The Client is taken to have accepted and is immediately bound by these Terms if the Client places an order for, or accepts delivery of, the Goods.
- 22 These Terms may only be amended with the Contractor's consent in writing and will prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.
- 23 These Terms are meant to be read in conjunction with the Terms and Conditions posted on the Contractor website. If there are any inconsistencies between the two documents, then the later Terms will prevail.

## 3. Change in Control

- 31 During any contracting period the Client will give the Contractor 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 number/s, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.

## 4. Price and Payment

- 41 At the Contractor's sole discretion the Price will be either:
- (a) as indicated on any invoice provided by the Contractor to the Client; or
- (b) the Contractor's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of ninety (90) days.
- 42 The Contractor reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
- (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
- (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, etc.) which are only discovered on commencement of delivery of the Services; or
- (d) in the event of increases to the Contractor in the cost of labor or materials which are beyond the Contractor's control.
- 43 Terms of Payment
- (a) Where the Client business, body corporate or property manager has a credit account with the Contractor, the invoice or progress claim amount for the goods and services must be paid in full within fourteen or thirty (14-30) days from the invoice creation date depending on the arrangement between the Contractor and the Client.
- (b) Where the Client does not have a credit account, a 30% deposit will be required prior to commencing the work for jobs totaling over \$1000.
- (c) Final payment is made onsite once the job is complete, once both the Client and Contractor are satisfied with the outcome.
- (d) The Customer is not entitled to withhold payment or make any deduction from the quoted price of the Goods in respect of any offset or counterclaim without any prior written agreement with the Contractor.
- (e) If the Customer fails to pay for any installment of the goods, the Contractor may in its absolute discretion, but without prejudice to any other remedy it may have, postpone the fulfillment of its obligations under these Terms with such Client until payment is made and charge to the Client any extra expense incurred thereby.

- 44 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card, or by any other method as agreed to between the Client and the Contractor.

- 45 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

## 5. Access

- 51 The Client will ensure that the Contractor has clear and free access to the work site at all times to enable them to deliver Goods and carry out Services. The Contractor will not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor. If dogs are present onsite the Client must ensure that they are locked up at all times to protect our employees and representatives.

## 6. Risks Associated with Plumbing

### 6.1 Dig Up - Underground

- 6.1.1 Prior to the Contractor commencing any work the Client must advise the Contractor of the precise location of all services on the site and clearly mark the same. The areas that the Client must identify includes, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains and any other services that may be on site.

- 6.1.2 Whilst the Contractor will take all care to avoid damage to any site service, the Client agrees to fully and completely indemnify the Contractor 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 6.2. All remediation work of these services will be at the cost of the Client.

**Note:** Often when repair and excavation occurs on parts of the existing drain system this does ensure that the section repaired is functional however this does not ensure that the entire drain is free from faults and may cause additional blockages if unattended. This will be an additional cost of the Client.

Fair and reasonable soil condition has been allowed for. If during the hand excavation solid rock/excessive tree roots are uncovered when exposing the drain/s, the significant obstruction may be deemed as an additional cost and time and will be incurred by the Client.

### 6.2 Roof / Water leaks

Roof / Water leaks need to be approached as a process of elimination. Roof leaks may require a number of visits to pinpoint and rectify the exact location of the leak. The Contractor will endeavor to uncover and rectify the cause on the first visit however this may not be possible. The Contractor bears no responsibility for any damage caused if the leak continues and if a return visit is required this will be at the cost of the Client.

**Note:** Water can track and be visible in one location however it may be coming from a completely different section of the roof. Water can also leak depending on the different weather conditions (i.e. different wind and rain directions). Roof leaks may be the cause of initial poor/below standard design and installation and often initial repairs may not suffice as a long term solution. In order to achieve a long-term solution more significant works may be required.

### 6.3 CCTV of Drains - Limitations

**Note:** Drain Blockages and poor access can prevent adequate and visible access to portions of the drain, in particular storm water drains. This will mean that the CCTV footage may not reveal ALL the problem areas. These areas will need to be repaired in order to complete the full CCTV exploration of the drains.

### Sewer Blockage Clearing

Tree roots over time damage old drain pipes. Using a sewer machine and jet pressure unit is a short to medium term solution as tree roots will continue to grow and block the drains. Some drains may need to be cleaned and cleared with the machinery more often depending on the tree root ingress. Eventually tree roots will under mine the drain itself and cause it to collapse. If the drain collapses it will need to be excavated and repaired which would be a further cost to the Client.

### 6.4 Existing Plumbing

Repairing and Retro Fitting Galvanized Pipes

In working with old and original galvanized water pipes there are times when it is possible that scale on the inside of the old pipes is dislodged and can block all or some branches to the internal fixtures. This is unavoidable but in the event of this occurrence any repairs or replacement of the affected pipe work would be completed at an additional cost.

Any repairs in the case of unavoidable rupture, burst or damage to the old galvanized pipes that may occur will also be repaired at an additional cost.

**Note:** It is likely with old galvanized pipes that disturbance of the pipework may result in the water being discoloured for such a time until it clears.

## 7. Our guarantee on our works

- 7.1 Our certificate of compliance lodged with the Victorian Plumbing Authority acts as insurance for the Client for a six year time period. Often existing installations overtime become vulnerable to break ages and bursts and coincidentally other issues may occur from recent works that have been undertaken. Therefore any further repairs outside of the Contractors initial works will be covered by the Client.

## 8. Intellectual Property

- 8.1 Where the Contractor has designed, drawn or developed Goods or Services for the Client, then the copyright in any designs and drawings and documents will remain the property of the Contractor.
- 8.2 The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or other such intellectual property in the execution of the Client's order and the Client agrees to fully and completely indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.
- 8.3 The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Contractor has created for the Client.

## 9. Default and Consequences of Default

- 9.1 Interest on overdue invoices will accrue daily from the date when payment becomes due, until the date of payment, at a rate of one and a half percent (1.5%) per calendar month.
- 9.2 If the Client owes the Contractor any money the Client will fully and completely indemnify the Contractor from and against all costs

and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).

- 9.3 Without prejudice to the Contractor's other remedies at law the Contractor will be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor will, whether or not due for payment, become immediately payable if:

- (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client 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
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## 10. Cancellation

- 10.1 In the event that the Client cancels Goods or Services the Client will be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

## 11. General

- 11.1 The failure by the Contractor to enforce any provision of these Terms will not be treated as a waiver of that provision, nor will it affect the Contractor's right to subsequently enforce that provision.
- 11.2 These Terms and any contract to which they apply are governed by the laws of Victoria in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 11.3 The Client will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 11.4 The Contractor may license or sub-contract all or any part of its rights and obligations under the Terms without the Client's consent.
- 11.5 The Client agrees that the Contractor may amend these Terms at any time. If the Contractor makes a change to these Terms, then that change will take effect from the date on which the Contractor notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide Goods to the Client.
- 11.6 Neither party will be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 11.7 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

## 12. Cancellation

- 12.1 No order may be cancelled by the Client except with consent in writing of the Contractor and on terms deemed reasonable by the Contractor.

## 13. Waiver

- 13.1 A waiver of any provision or breach of these Terms by the Contractor must be made by an authorised officer of the Contractor in writing.

## 14. Miscellaneous

- 14.1 The Contractor is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Client.

## 15. Severance

- 15.1 If any provision of these Terms is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

## 16. Provision of further information

- 16.1 The Client undertakes to comply with any request by the Contractor to provide further information for the purpose of assessing the Client's creditworthiness.

## 17. Corporations

- 17.1 If the Client is a corporation, the Client warrants that all of its directors have signed these Terms and that all of its directors will enter into a guarantee and indemnity with the Contractor (if required) in relation to the Client's obligations to the Contractor.

## 18. Entire agreement

- 18.1 These Terms constitute the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations or warranties about the subject matter of these Terms are merged in this document and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of these Terms or constitutes any collateral agreement, warranty or understanding.

## 19. Warranty

- 19.1 The Client warrants that it has understood all of the information contained in these Terms.