

DEARACHE PTY LIMITED (ACN 154 105 754) TRADING AS KOOKABURRA AIR CONDITIONING

To Whom It May Concern,

You have requested that we attend your premises to inspect your air conditioner.

Before we arrange to attend your home, premises or managed property to inspect what issues there may be with your air conditioner, please confirm, by replying to this email, that you:

- 1 Understand that any issue that is not a fault of manufacture will not be covered under warranty. For example, leaking refrigerant connections, kinked pipes, or improperly installed drains are not a fault of manufacture and will be considered an installation issue for which the manufacturer has no control or responsibility. The cost of repairing these items will not be paid by the manufacturer. If you require us to undertake repairs not covered under warranty, you will be solely responsible for paying our costs in full.
- 2 Agree to pay in full on the day, our call out and service fee for the inspection of the air conditioner. Our call out and service fee is \$198.00 including GST.
- 3 Accept our terms and conditions of quotation and sale as attached.

We confirm that, we will require payment of the call out and service fee to our technician at the time our technician attends your home.

If the work required is covered by warranty the call out and service fee may be waived. If work is required to rectify any issue that is not covered under warranty, you will be required to approve any work before it is undertaken and pay our technician for that work; at the time the work is done. You may be able to seek re-imburement for these payments from your installer, but we cannot guarantee that you will be able to recover any amounts from your installer.

Payment may be made via credit card, cheque or cash. Unfortunately direct deposit is not an accepted method of payment.

Yours sincerely

Dean Jones

Director

Kookaburra Air Conditioning

DEARACHE PTY LIMITED (ACN 154 105 754) TRADING AS KOOKABURRA AIR CONDITIONING

PRIVACY POLICY

1 Dearache Pty Limited (ACN 154 105 754) trading as Kookaburra Air Conditioning ('Kookaburra Air Conditioning') is committed to compliance with the National Privacy Principles (NPP's) enacted in the Privacy Act 1988, in the collection, use, disclosure and management of personal information you give us.

2 This privacy policy explains how we collect and use customer's personal information, the security precautions we take, how customers can access their personal information and how customer's can complain if they are of the view that their privacy has been breached.

3 In accordance with the NPP's, the Customer has a right to access its personal information held by Kookaburra Air Conditioning. If the Customer wishes to obtain access to its personal information held by Kookaburra Air Conditioning or would like to have more information about the way that Kookaburra Air Conditioning manages the customer's personal information, please contact Kookaburra Air Conditioning 's Privacy Officer at enquiry@kookaburraairconditioning.com.au

4 **What is personal information?**

4.1 Personal information Kookaburra Air Conditioning collects includes, but is not limited to, your name, address, email addresses and other contact details.

4.2 If you provide information to Kookaburra Air Conditioning about another person (such as a spouse, relative or friend) then you are responsible for making that individual aware that you have disclosed their personal information to Kookaburra Air Conditioning and that Kookaburra Air Conditioning can use their information as set out in this policy. Please direct them to this policy.

4.3 Any personal information is provided to Kookaburra Air Conditioning of your own volition and will only be used by Kookaburra Air Conditioning in accordance with this policy.

5 **What if I choose not to provide personal information?**

5.1 You may choose not to provide your personal information. If you choose **not** to give Kookaburra Air Conditioning the personal information requested Kookaburra Air Conditioning may not be able to allow you to purchase products, utilise the services of Kookaburra Air Conditioning or complete any transaction.

6 **The personal information you provide may be used for the following purposes:**

6.1 to allow Kookaburra Air Conditioning to verify your identity to create orders, access and view orders and to create and maintain an account in your name.

6.2 to process any purchase or payment or to recover any payment due (this includes establishing and maintaining necessary accounts, records and/or billing systems);

7 **Disclosure by Kookaburra Air Conditioning to Third Parties**

7.1 You acknowledge and agree that the information you provide Kookaburra Air Conditioning may be passed on to third parties. This transfer of information will only occur when it is necessary for the purpose of completing a transaction and performing Kookaburra Air Conditioning's services, to meet regulatory reporting, insurance and compliance requirements; and for internal accounting and administration or in recovery processes. These companies may not have policies protecting the privacy of personal information. Kookaburra Air Conditioning will always take steps to ensure that your information is used by third parties in accordance with our privacy policy.

7.2 We will not otherwise disclose your personal information to an agent or other party without your consent.

8 **Rights to Access**

8.1 You have the right to review the information that may be recorded by Kookaburra Air Conditioning. Information may be reviewed by contacting Kookaburra Air Conditioning privacy officer on enquiry@kookaburraairconditioning.com.au

9 **Changing and deleting your information**

9.1 Information contained on the database may be amended by contacting Kookaburra Air Conditioning on enquiry@kookaburraairconditioning.com.au. You may also make a request to delete personal information and all reasonable steps to delete the information will be made, except where the information must be retained for legal reasons. Deletion of information may result Kookaburra Air Conditioning being unable to provide services to storage and security.

9.2 Kookaburra Air Conditioning will hold any personal information you provide Kookaburra Air Conditioning for a reasonable period for the purposes outlined above.

9.3 Kookaburra Air Conditioning's IT systems are protected in accordance with relevant industry best practices which include access via password protection, firewalling and encrypted administrative communications. Kookaburra Air Conditioning will take all reasonable steps to ensure that the personal information you provide to us is protected against loss or misuse. However, Kookaburra Air Conditioning cannot guarantee the security of any personal information accordingly any personal information you provide to Kookaburra Air Conditioning is provided at your own risk.

10 **Legal effect of this policy and changes**

10.1 By providing personal information to Kookaburra Air Conditioning online or in person, you consent to the collection and use of such information by Kookaburra Air Conditioning , Kookaburra Air Conditioning 's affiliates, partners, contractors and permitted agents consistent with applicable laws and in accordance with this policy.

10.2 Kookaburra Air Conditioning keeps this policy under review and any changes made from time to time will be posted on their website.

If you wish to receive more information on the way that we manage the personal information we hold, please contact our Privacy Officer at enquiry@kookaburraairconditioning.com.au.

Dearache Pty Limited (ACN 154 105 754) Trading as Kookaburra Air Conditioning

TERMS AND CONDITIONS OF QUOTATION AND SALE

These are Terms and Conditions of Sale of all products and services supplied by **Dearache Pty Limited (ACN 154 105 754) ("Company")**. Except as otherwise expressly agreed upon in writing between a duly authorised officer of the Company and the Customer, these Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

General

1. Quotations and price lists are valid for a period of 30 calendar days from the date of issue, after which time prices may vary in the absolute discretion of the Company.
2. All orders placed with the Company are subject to these Terms and Conditions and the Company may, at any time and from time to time, vary or alter these Terms and Conditions. Any such variation to these Terms and Conditions will apply upon notification by the Company to the Customer.
3. If a Customer cancels or alters any order or part order for special products or standard products with special materials at any time after the Company has received the order, then the Company reserves the right to charge to the Customer the cost of the special products and materials already acquired for the order together with cost of the labour and tooling expended to the date of such cancellation or alteration.
4. Commencement of provision of products based on quotation is subject to approval from the Company of the Customer's Credit Application.
5. Any representation, warranty, condition or undertaking that would be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Competition and Consumer Act 2010 or any other applicable Australian law that cannot be excluded, restricted or modified by agreement.
6. Where the Customer has more than one proprietor, or where there is more than one Applicant under a Credit Application, the liability of those applicants or proprietors under these Terms and Conditions will be Joint and Several.
7. "Customer" means both the Customer in these Terms and Conditions and the Applicant under the Credit Application.

Pricing

8. If there is any error or omission in a quotation, the Company reserves the right to amend the quotation price. This clause applies even if the quotation has been accepted by the Customer.
9. Unless otherwise stated, all prices quoted are GST exclusive. GST will be added in relation to delivery, supply and installation of all goods and services.

Terms of Payment

10. All payments due to the Company are to be made, without retention, within seven (7) days from the date on which the invoice was issued to the Customer by the Company. Payment will be considered to be made when the funds are cleared in the Company's nominated bank account.
11. If the Customer fails to make payment in accordance with the terms of clause 10, the Company will be entitled to:
 - a) charge default interest at the rate of 12% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Company. Payments received from the Customer will be credited first against any default interest, then in payment of services and then against payment of any goods, and all such charges will be payable on demand;
 - b) claim from the Customer, all costs relating to any action taken by the Company to recover money due from the Customer including any legal costs and disbursements on a solicitor-client basis;
 - c) cease all work remaining to be performed by the Company under the quotation and terminate any agreement in relation to delivery of products that have not been delivered prior to the Customer's default; and
 - d) require the payment of cash upon delivery of any further products.

Delivery & Inspection

12. Any date or time quoted by the Company is an estimate only and the Company will endeavour to meet that estimate, but failure to do so will not confer on the Customer any right of cancellation on the Customer's part or render the Company liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
13. The Company's obligation to deliver will be discharged on arrival of the products at the Customer's nominated delivery destination, nominated transport company, nominated agent or the address appearing on the quotation.
14. The Customer will examine the products immediately after delivery and the Company will not be liable for any mis-delivery, shortage, defect or damage unless the Company receives details in writing from the Customer within 14 calendar days of the date of delivery of the products.

Property and Risk

15. Subject to clauses 19 and 20, notwithstanding delivery of products, title in any products supplied and/or installed will remain with the Company until the Customer has paid and discharged any and all indebtedness to the Company on any account whatsoever including all applicable sales taxes and other taxes, levies and duties. Any payment made by or on behalf of a Customer that is later avoided by the application of any Statutory Provision will be deemed not to discharge the Customer's indebtedness and in such an event the parties are to be restored to rights each respectively would have had if the payment had not been made.
16. The risk in any products supplied and/or installed will pass to the Customer upon delivery (actual or constructive) to the Customer.
17. The Customer acknowledges that if he is in possession of any products supplied and/or installed, he holds such, solely as a fiduciary bailee for the Company until payment has been made in full to the Company as described in clause 10.
18. To the extent permitted at law, the Company will not be liable to the Customer or any third party for liquidated damages in any form, any delay costs, consequential loss including (without limitation) any loss of profits, loss of revenue, loss of production, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect, remote and/or unforeseeable loss. The aggregate liability of the Company in damages (however arising) in respect of any act or omission of the Company's in connection with its obligations under these Terms and Conditions will not exceed the amount of one hundred dollars (AUD\$100), even if the Company has been advised by the Customer as to the possibility of such loss being incurred.
19. As security for payment, the Customer (and where applicable each Guarantor) agrees

I/ we understand and accept the above terms and conditions,

Name:

Signature:

Date:

to grant the Company a Security Interest (as defined in the *Personal Property Securities Act 2009* (Cth)) ("**PPSA**") in the outstanding payments and all after acquired property and an irrevocable right to register this interest against it or its property (as the case may be) on the Personal Property Securities Register established under Chapter 5 of the PPSA ("**Register**") including (without limitation) where applicable, as a purchase money security interest. The Customer grants the Company an irrevocable right to search the Register from time to time in relation to it or its property. The Customer agrees for the purposes of the PPSA and to the extent permitted by law, Sections 95, 121(4) 128, 129, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA are not required to be complied with by the Company and the Company is not required to give notice under section 135 of the PPSA. If the Company receives any notice in relation to the Customer under section 64 of the PPSA, all outstanding payments will become immediately due and payable. The Customer agrees to pass such resolutions, execute and sign any documents or forms, as required from time to time to formalise, affirm or perfect the said Security Interest.

20. To secure payment of all monies which may become payable to the Company by me, I hereby charge all of my real property (including all real property acquired after the date of this Deed) whatsoever and wheresoever situated and all of my estate and interest therein, in favour of the Company with the payment of all sums of money whether present future or contingent to which I may become liable to pay to the Company and I covenant to deliver to the Company within 7 days of written demand a memorandum of mortgage in registrable form, payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the Land and Property Management Authority in New South Wales and I authorise and consent to the Company taking all action necessary to give effect to this security including the lodgement of a caveat upon title of my real property. I hereby irrevocably appoint the Company and any person nominated by the Company (including without limitation any credit manager or solicitor engaged by the Company) severally as my lawful attorney with power to execute sign, seal and deliver (which delivery may be subject to such Terms and Conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

Consumer Law

21. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The term "major failure" has a defined meaning under the Australian Consumer Law.
22. No additional express warranty for defects or otherwise are provided for our products. Consumers may rely upon their statutory rights and remedies under the Australian Consumer Law.
23. The Company can be contacted in relation to claims as follows:
 - a) Telephone Number: (02) 9543 9787
 - b) Email Address: enquiry@kookaburraairconditioning.com.au
 - c) Mailing address: PO Box 3379, Bangor, NSW, 2234
24. Any cost incurred in contacting us or delivering the product to us will be borne by you.

Force Majeure

25. The Company will not be liable for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempest, vandalism or riot, civil commotions or accidents of any kind (each an "Event of Force Majeure"). The Company's obligations will be suspended until the Event of Force Majeure ceases to cause the failure or delay (as the case may be). The Customer will not be relieved of any obligation to make payment to the Company regardless of any party being affected by an Event of Force Majeure.

Licence

26. The Customer hereby irrevocably grants to the Company its agents and servants an unrestricted licence, without notice, to enter premises occupied by the Customer to identify and remove any of the products the property of the Company or which the Company has a Security Interest in, in accordance with these Terms and Conditions of Sale without in any way being liable to the Customer or any person claiming through the Customer. The Company will have the right to sell or dispose of any such products removed or otherwise in its sole discretion and will not be liable for any loss occasioned thereby.
27. The Company licences the Customer to install the products if appropriate. If the products are affixed to other materials the totality thereof will be the sole and exclusive property of the Company until payment as defined in clause 10 has been made in full to the Company unless the other materials or part thereof are or is the property of a party or parties other than the Customer's in which case the totality thereof will be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the Customer in respect of such other party or parties.

Termination

28. If the Customer fails to comply with any of these Terms and Conditions or the Credit Application Terms (if applicable) being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately enter premises occupied by the Customer to recover possession of any products not paid for in accordance with these Terms and Conditions without in any way being liable to the Customer or any person claiming through the Customer.

Governing Law & Jurisdiction

29. The Customer agrees that these Terms and Conditions will be construed according to the Laws of the State of New South Wales. The Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the Laws of New South Wales.