

## **TERMS AND CONDITIONS**

### **Welcome to CLAYDONS PTY LTD t/as Aquavac Services!**

CLAYDONS PTY LTD t/as Aquavac Services is owned and operated by CLAYDONS PTY LTD t/as Aquavac Services.

These are the terms and conditions for:

[www.aquavacservices.com.au](http://www.aquavacservices.com.au)

By using the website and services, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the words “website” refers to the CLAYDONS PTY LTD t/as Aquavac Services website, “we”, “us”, “our” and “Aquavac” refers to CLAYDONS PTY LTD t/as Aquavac Services and “you” “client” and “user” refers to you, the CLAYDONS PTY LTD t/as Aquavac Services client.

The following terms and conditions apply to the website and services offered by CLAYDONS PTY LTD t/as Aquavac Services. This includes the mobile and tablet versions as well as any other version of Aquavac Services accessible via desktop, mobile, tablet, social media or other devices.

**READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY INFORMATION OR SERVICE FROM CLAYDONS PTY LTD t/as Aquavac Services**

#### **1. ACCEPTANCE OF TERMS**

This agreement sets forth legally binding terms for your use of CLAYDONS PTY LTD t/as Aquavac Services. By using the website and services, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use the website and services. We may modify this agreement from time to time, and such modification shall be effective upon posting on the website. You agree to be bound by any modifications to these terms and conditions when you use the website and the services offered on the website after such modification is posted on the website; therefore, it is important that you review this agreement regularly.

If you are using the services on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your organisation to these terms. Accordingly, all references in these terms to “you” or “user” shall be deemed to include your organisation, except where the context may otherwise require. If you do not have such authority, then you may not use the service on behalf of your organisation and you must discontinue all use of the service immediately.

Use of the website and services is not intended for children under the age of 13. In the case of children under the age of 18 and over the age of 13, it is the responsibility of the parent or legal guardian to determine whether use of the website and our services is appropriate for their child or ward.

CLAYDONS PTY LTD t/as Aquavac Services may, in its sole discretion, refuse to offer the services to any entity or user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the website is revoked in such jurisdictions.

The website and services may only be used in compliance with these terms and all applicable local, state, national and international laws, rules and regulations.

By using the website and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

## **2. NOTIFICATIONS AND NEWSLETTER**

By providing CLAYDONS PTY LTD t/as Aquavac Services with your email address and telephone number, you agree that we may use your email address to send you important notifications and communications about our services, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your request through our contact information or by using the “unsubscribe” option in the

emails. Opting out may prevent you from receiving emails regarding our services, important news and special content.

3. CLAYDONS PTY LTD t/as Aquavac Services offers the following services:

**\*Residential/Commercial**

- House Washing
- Pressure Washing
- Soft Washing
- Gutter Cleaning
- Solar panel Cleaning
- Hot Washing
- Pit & Drain cleaning
- Trenching
- Vacuum Extraction

The terms and conditions of each service shall be set out in the respective quotation, which shall determine the specifications of the services, the price of the services, the method of payment for the services, among other specifications and terms that must be accepted by the client upon acceptance of the respective quotation.

The user or client may request information about our services through the forms available on the website or may request information through our contact information. Our support team will be attentive and available to answer your questions and concerns.

CLAYDONS PTY LTD t/as Aquavac Services may cancel any service and may change or discontinue the availability of services any time in its sole discretion. The price of the services will be determined by the services contracted by the client.

**4. PAYMENTS**

The client undertakes to pay the price quoted by CLAYDONS PTY LTD t/as Aquavac Services on completion of the work in accordance with the terms and conditions and quotation accepted by the client. Payment shall be made

in cash or bank transfer on completion of the work, unless CLAYDONS PTY LTD t/as Aquavac Services expressly agrees otherwise in writing.

All services rendered are invoiced at the time of completion of the service and are subject to a 7-day payment deadline. If CLAYDONS PTY LTD t/as Aquavac Services does not receive payment within 7 days in accordance with the invoice for services, overdue and unpaid balances will be charged at a flat rate of \$50 which will be charged on a daily basis until the balance is paid. CLAYDONS PTY LTD t/as Aquavac Services may initiate collection of balances due through any legal and judicial collection system. The client shall pay the costs incurred by CLAYDONS PTY LTD t/as Aquavac Services in such collections.

## **5. CANCELLATIONS**

Any request by the client to stop the work must be communicated in writing and delivered through email or text message at least 24 hours before the work is scheduled to start. In the event that the Client cancels within 24 hours of the scheduled date for the works, CLAYDONS PTY LTD t/as Aquavac Services reserves the right to charge the minimal price.

CLAYDONS PTY LTD t/as Aquavac Services reserves the right to charge a minimum fee for the work if it starts and must stop for any reason other than mechanical failure or weather conditions, such as a peeling roof, hazardous working conditions, or uncontrolled water run-off, after having confirmed a booked date, finds that it cannot continue and/or must return another day due to unforeseen circumstances, such as lack of access to the site, low/no water pressure problems, etc. We reserve the right to charge the greater of our minimum call-out rate or our hourly rate for hours completed (and portions thereof).

## **6. PRODUCT GUARANTEES**

All guarantees are restricted to those provided by the companies that make the goods CLAYDONS PTY LTD t/as Aquavac Services uses. No further warranties are provided by CLAYDONS PTY LTD t/as Aquavac Services. Please contact CLAYDONS PTY LTD t/as Aquavac Services as soon as possible using our contact information if you ever have any inquiries concerning our work and services.

Any quotation supplied by CLAYDONS PTY LTD t/as Aquavac Services is not an offer to sell, and CLAYDONS PTY LTD t/as Aquavac Services is not bound by any quotation unless CLAYDONS PTY LTD t/as Aquavac Services accepts it in its sole discretion. Prior to acceptance for performing the work requested by the client, CLAYDONS PTY LTD t/as Aquavac Services reserves the right to withdraw or modify any quotation. Quotations are valid for 30 days from issue date. On acceptance of quotation client agrees to these Terms & conditions.

Estimates and projected timelines for finishing the work are subject to change for a variety of reasons, including but not limited to weather, equipment failure, and other unforeseen circumstances.

Upon arrival, extra work is requested; if time allows, CLAYDONS PTY LTD t/as Aquavac Services is willing to complete it. If further work is added that cannot be finished that day, payment for the primary job will not be withheld.

## **8. COMPETENCE AND RISK**

CLAYDONS PTY LTD t/as Aquavac Services will make every effort to perform the job to the client's satisfaction and specifications, but according to these terms and conditions, it cannot promise that no damage won't happen to the work area and is not responsible for any loss or damage.

## **9. SCHEDULING**

It might be challenging to plan in a firm that depends on the weather. The weather might have an impact on scheduling. While we make every effort to avoid schedule conflicts, events beyond of our control may have an impact on the start and end dates of your project. You'll be informed if there are any changes.

## **10. DAMAGES**

CLAYDONS PTY LTD t/as Aquavac Services is not liable for harm brought on by incorrectly placed siding, loose shingles or siding, broken or open windows, inadequately sealed windows and doors, wood rot, poor construction, improperly fastened wiring, sloppy gutter and rail installation, or incorrect caulking. Sunlight and weathering will always bleach the color

of aluminium siding and, in certain circumstances, vinyl siding, resulting in discoloration. Vinyl or aluminium may exhibit discolorations when subjected to pressure washing, which involves the removal of damaged surface materials including chalky, sand-like, or sandy materials. CLAYDONS PTY LTD t/as Aquavac Services won't be responsible for such circumstances. CLAYDONS PTY LTD t/as Aquavac Services is not liable for any loose mortar that can come loose while cleaning.

All electrical or water-sensitive equipment must be covered by the client to prevent water intrusion or damage while the work is being done.

#### **11. WEATHERPROOFING**

CLAYDONS PTY LTD t/as Aquavac Services anticipates that your property will be weatherproof and in good condition. This covers all electrical services, such as outlets and lighting fixtures, but is not restricted to them. Additionally, windows and doors need to be weathertight. CLAYDONS PTY LTD t/as Aquavac Services is not liable for damage brought on by water infiltration as a result of inadequate or improper electrical-related item installation, upkeep, or repair, or door or window repair. The removal of artillery fungus from the outside surfaces of the home cannot be guaranteed by CLAYDONS PTY LTD t/as Aquavac Services.

#### **12. WOOD SHADES AND COLOURS**

Wood characteristics and species, age, and time can all have a significant impact on the final color or tone of the stain. **Important:** Because densities and other qualities differ along the length and width of the wood, variations may occur in both individual boards and the finished item. CLAYDONS PTY LTD t/as Aquavac Services and its partners make every effort to accurately depict the color and tone of the finished product. You should anticipate some variation in the final finish even though we can frequently give you an estimate of the general color or tone.

#### **13. CONCRETE**

A number of variables affect how concrete looks, with the initial pour and curing time being the most important. Any flaws that the impurities and stains have concealed will become apparent once the concrete has been

cleaned of dirt, mold, mildew, fungus, algae, and other contaminants and stains. The client is aware that no two slabs of concrete will appear exactly alike, whether they are on the same driveway, patio, or other concrete surface.

#### **14. WORKING ENVIRONMENTS AND SPECIFIC RESULTS**

With the use of our chemicals and subsequent pressure washing, ingrained stains caused by substances like rust, calcium, mold, tree sap, etc. can be lightened but may not fully remove.

CLAYDONS PTY LTD t/as Aquavac Services assures the removal of surface filth, grime, and mildew, but we cannot make any promises on how much embedded stains will improve in appearance or that all stains will be entirely removed. We aim for complete client happiness, and if it doesn't happen, we'll talk to the client.

Mold spores and some debris might stay on the surface if the client wants that we not use a chemical cleaning solution. We cannot be held liable in the event that further high pressure is needed and the surfaces end up with markings or etching. Pressure washing may leave marks on the freshly laid concrete's unworn surface. Although we will make every effort to prevent this, we cannot be held liable for unfavourable aesthetic alterations to the concrete's surface.

#### **15. ROOFS**

CLAYDONS PTY LTD t/as Aquavac Services observes the health and safety regulations set forth by Australian Worksafe. We will immediately halt any roof-related activity if we determine that it is hazardous to do so. If this happens, we will prorate the cost of the service completed, but we won't go below our \$200.00 minimum rate.

Painted roofs may peel and chip during the rotor washing process, despite all safety precautions being taken to prevent harm. If this happens, we won't be held liable for any harm or alteration in the aesthetics of painted ceilings.

The roof cleaning process is not CLAYDONS PTY LTD t/as Aquavac Services's responsibility, however if we break or split a shingle during cleaning, we will

let you know and, if possible, try to repair it, providing replacement shingles are on hand at the time.

#### **16. PROPERTY**

Clothes cannot be hanging outside, plants must be covered or removed, and delicate goods must be covered or removed. All windows must be tightly closed.

Items that are delicate must be covered or taken out. When you arrive or just before they begin cleaning, let the staff know if you have any concerns about a particular location. Before we arrive, move any vehicles that may be blocking the entrance or the area that needs to be cleaned. Any outdoor furniture that falls under the purview of the work must be moved. When the client arrives at the site, they can ask CLAYDONS PTY LTD t/as Aquavac Services employees for help if they are unable to transport these goods themselves. Pets need to be contained or not be allowed in the working area.

#### **17. PAINT REMOVAL**

If the cleaning process results in significant volumes of flaking or splashing falling on your property or the property of your neighbours, we retain the right to cease cleaning. If you ask us to continue in these situations, we will bill you for the additional cleaning at our usual rate/hour.

Gutter cleaning does not include cleaning the interior of the gutters. This includes any dirt that is introduced into your gutters during gutter cleaning from the roof.

#### **18. STAFF/PERSONS/PUBLIC**

CLAYDONS PTY LTD t/as Aquavac Services disclaims all liability for any injuries of any kind sustained by those visiting the work area or site. In order to prevent unauthorized access, barriers will be erected in public spaces. CLAYDONS PTY LTD t/as Aquavac Services is not responsible for any consequences brought on by attempts by members of the public to enter the designated work area.

#### **19. NEARBY PROPERTIES**



It is the client's responsibility to notify neighbours of the time we will be working in their house, office building, apartment complex, or any other area where they have hired our services. The client is required to warn the neighbours that they might be impacted and take the appropriate precautions, such as closing windows, removing clothing from clotheslines, and removing any furniture or other items from potential affected locations. CLAYDONS PTY LTD t/as Aquavac Services is not responsible if neighbours are not informed of potential damage brought on by the cleaning process owing to spray drift. The same holds true for your own furnishings, attire, and possessions.

## **20. HAZARD TO PEOPLE, PAINT, FURNITURE, PLANTS, PETS AND VEHICLES**

CLAYDONS PTY LTD t/as Aquavac Services makes every attempt to utilize biodegradable, environmentally friendly cleansers, however some surfaces necessitate more potent cleaners. For some applications, CLAYDONS PTY LTD t/as Aquavac Services also employs cleaning solutions including sodium hypochlorite. Before cleaning can begin, all plants should be covered, kids and dogs should be kept away from doors, vehicles and equipment should be moved out of the way, and anyone who has allergies, breathing issues, or health issues related to soap spraying should leave the area.

Over time, surface linings and coatings may corrode and rust, which can lead to markings, chipping, holes, or spalling from pressure washing or scouring. Despite CLAYDONS PTY LTD t/as Aquavac Services's best efforts to employ the most delicate cleaning techniques, we cannot be held liable if something happens during or after our cleaning procedure. If there are any sections outside the home or building that cannot be pressure cleaned or treated with soap solutions, CLAYDONS PTY LTD t/as Aquavac Services must be contacted.

We will not be held liable for any harm done to such surfaces if we are not informed. On the day of cleaning, all furniture and plants must be brought inside or covered. If plants and fabrics are not protected by the owner during cleaning operations, CLAYDONS PTY LTD t/as Aquavac Services is not liable for their loss or damage. CLAYDONS PTY LTD t/as Aquavac Services will employ the greatest care possible when working on the client's

property, but it cannot be held liable for any harm that results from the client failing to abide by the aforementioned terms and conditions.

#### **21. PRESSURE CLEANING BEFORE PAINT**

The client may request a “Pre-paint” pressure cleaning, in which case we will utilize a high-pressure cleaning and high-pressure rinsing technique that may leave noticeable marks on the paint or other surface material. Pre-paint cleaning aims to get rid of surface dust, loose, peeling paint, etc. without removing the paint itself. Under these conditions, we are not liable for painting any surfaces, including decks, walls, or ceilings.

#### **22. WHEN THE WORK IS COMPLETE**

While we are dedicated to making sure that all work is done to the highest degree, it is your duty as the owner or agent to conduct an inspection at the conclusion of the job to make sure that you are happy with the work before our specialists depart the premises. Please phone us as soon as possible, but no later than 24 hours after the job is finished, if you are unable to do this for any reason and you find areas that are not to your satisfaction. This will allow us to come out right away and address the issue.

#### **23. CLAIMS AND COMPLAINTS**

Within 24 hours of the service’s conclusion, the client must notify CLAYDONS PTY LTD t/as Aquavac Services if, for any reason, he or she is not happy with the service rendered. We will work to swiftly and effectively remedy the issue in an effort to satisfy the client.

Any complaint by the client relating to work done in accordance with these terms and conditions shall be in writing and communicated by text or email as soon as the client becomes aware of the issue, but in no event later than twenty-four hours following the conclusion of the service. The client must supply images and information that will allow CLAYDONS PTY LTD t/as Aquavac Services to locate the damaged area and work. CLAYDONS PTY LTD t/as Aquavac Services is allowed to inspect the work area at any time throughout the following seven days. The Client shall be assumed to have waived any rights with regard to the work performed by CLAYDONS PTY LTD t/as Aquavac Services if the area is altered by the client within thirty

days, unless the Client obtains CLAYDONS PTY LTD t/as Aquavac Services's prior written consent.

#### **24. SOCIAL MEDIA/MARKETING**

The Client consents to CLAYDONS PTY LTD t/as Aquavac Services's use of images, text, testimonials, quotes, or videos taken while the property was being cleaned for marketing or advertising purposes. CLAYDONS PTY LTD t/as Aquavac Services will make use of the components outlined in this section without paying the Client any money. If the Client disagrees, he or she must notify CLAYDONS PTY LTD t/as Aquavac Services before the work is finished.

#### **25. CONTRACTING OF SERVICES BY THIRD PARTIES**

When a third party, such as a corporation or a subcontractor who works for a landlord, property owner, or tenant, engages CLAYDONS PTY LTD t/as Aquavac Services, we enter into a subcontractor relationship with that third party. The third party will be the conduit through which all directions for the work are given, and acceptance of this quotation constitutes acceptance of these terms and conditions by the third party.

The third party will be in charge of all payments. We will only communicate, negotiate, and discuss issues related to our work with the third party, and it is their responsibility to tell the landlord or tenants of our terms and conditions.

#### **26. DISCLAIMER**

By purchasing or engaging the services of CLAYDONS PTY LTD t/as Aquavac Services, you agree that CLAYDONS PTY LTD t/as Aquavac Services does not guarantee any profit results, success or failure of the services provided by CLAYDONS PTY LTD t/as Aquavac Services. CLAYDONS PTY LTD t/as Aquavac Services is not responsible for any losses or benefits that our clients may suffer or obtain that are directly or indirectly related to the provision of our services. The client acknowledges that the ultimate success or failure of the services provided by CLAYDONS PTY LTD t/as Aquavac Services will be the result of each client's particular situation beyond the control of CLAYDONS PTY LTD t/as Aquavac Services.

By accessing the website and the content available on the website, you accept personal responsibility for the results of using the information available on the content. You agree that CLAYDONS PTY LTD t/as Aquavac Services has not guaranteed the results of any actions taken, whether or not advised by this website or the content. CLAYDONS PTY LTD t/as Aquavac Services provides resources and content for informational purposes only. We do not guarantee that the information available on the website is accurate, complete or updated. The content of this website is provided for general information and should not be taken as a professional advice. Any use of the material provided on this website is at your own risk.

## **27. COPYRIGHT**

All materials on CLAYDONS PTY LTD t/as Aquavac Services, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by CLAYDONS PTY LTD t/as Aquavac Services or by third parties that have licensed or otherwise provided their material to the website. You acknowledge and agree that all materials on CLAYDONS PTY LTD t/as Aquavac Services are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without CLAYDONS PTY LTD t/as Aquavac Services prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorised attempt to modify any material, to defeat or circumvent any security features, or to utilise CLAYDONS PTY LTD t/as Aquavac Services or any part of the material for any purpose other than its intended purposes is strictly prohibited.

## **28. COPYRIGHT INFRINGEMENT**

CLAYDONS PTY LTD t/as Aquavac Services will respond to all inquiries, complaints and claims regarding alleged infringement by breach or violation of provisions contained in Australian and international copyright and intellectual property laws and regulations. CLAYDONS PTY LTD t/as Aquavac Services respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the

CLAYDONS PTY LTD t/as Aquavac Services website infringes your copyright or other intellectual property rights, please submit your request via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that CLAYDONS PTY LTD t/as Aquavac Services can find it on the website.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorised by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorised to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorised to act on the copyright owner's behalf.

## **29. PERSONAL DATA**

Any personal information you submit in connection with the services and use of the website will be used in accordance with our privacy policy. By using the services, you agree that we may collect and store your personal information. Please see our privacy policy.

## **30. PROHIBITED ACTIVITIES**

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to CLAYDONS PTY LTD t/as Aquavac Services or licensed to the CLAYDONS PTY LTD t/as Aquavac Services by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the services for any purpose without our express written permission.
- “Frame”, “mirror” or otherwise incorporate any part of the website into any other websites or service without our prior written authorisation.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by CLAYDONS PTY LTD t/as Aquavac Services in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any content.
- Download any content unless it’s expressly made available for download by CLAYDONS PTY LTD t/as Aquavac Services

### **31. DISCLAIMER OF WARRANTIES**

Because of the nature of the Internet CLAYDONS PTY LTD t/as Aquavac Services provides and maintains the website on an “as is”, “as available” basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use **the website** in breach of these terms you will be liable to and will reimburse CLAYDONS PTY LTD t/as Aquavac Services for any loss or damage caused as a result.

CLAYDONS PTY LTD t/as Aquavac Services shall not be liable in any amount for any failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, war or any uncontrollable act of nature.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, CLAYDONS PTY LTD t/as Aquavac Services excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to CLAYDONS PTY LTD t/as Aquavac Services and CLAYDONS PTY LTD t/as Aquavac Services shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of **the website** or service purchased through **the website**.
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment,

software, data or other property caused by persons accessing or using content from **the website** or from transmissions via emails or attachments received from CLAYDONS PTY LTD t/as Aquavac Services.

- All representations, warranties, conditions and other terms which but for this notice would have effect.

### **32. ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by CLAYDONS PTY LTD t/as Aquavac Services for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any user, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes.

### **33. INDEMNIFICATION**

You agree to defend and indemnify CLAYDONS PTY LTD t/as Aquavac Services from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the services.

### **34. CHANGES AND TERMINATION**

We may modify the website and these terms at any time, at our sole discretion and without notice. You are responsible for keeping yourself informed of these terms. Your continued use of the website constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified, all changes to these terms apply to all users and clients. In addition, we may terminate our agreement with you under these terms at any time by notifying you in writing (including by email) or without notice.



### **35. NO PARTNERSHIP**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CLAYDONS PTY LTD t/as Aquavac Services as a result of these terms or your use of the services.

### **36. INTEGRATION CLAUSE**

This agreement together with the [privacy policy](#) and any other legal notices published by CLAYDONS PTY LTD t/as Aquavac Services, shall constitute the entire agreement between you and CLAYDONS PTY LTD t/as Aquavac Services concerning and governs your use of the website and the services.

### **37. DISPUTES**

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the services, shall be resolved by binding arbitration between the user and CLAYDONS PTY LTD t/as Aquavac Services provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event of a dispute arising in connection with the use of the services or the breach of these conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organisation as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the website and services.

The courts of Australia shall have jurisdiction over any dispute, controversy or claim relating to CLAYDONS PTY LTD t/as Aquavac Services and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Australia.

### **38. FINAL PROVISIONS**