

# HEAT CARE

## Terms and Conditions of Service

Version 4.0 | Effective 1 May 2026 | ABN: 50 954 024 686

Governing law: Victoria, Australia

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**IMPORTANT:** Please read these Terms carefully. They affect your legal rights and obligations. By booking a service, accepting a quote, providing site access, or making any payment, you agree to be bound by these Terms. You do not need to sign anything for these Terms to apply.

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### 1. Application and Acceptance

1.1 These Terms and Conditions apply to all services provided by Heat Care (ABN: 50 954 024 686) (Heat Care, we, us), including inspections, diagnostics, fault finding, repairs, servicing, maintenance, installations, recommissioning, compliance works, and after-hours attendance.

1.2 Acceptance of these Terms occurs when the customer does any one or more of the following: (a) clicks Accept or I Agree on Heat Care's online terms acceptance portal; (b) verbally confirms a booking for a service appointment; (c) provides site access; (d) allows works to commence; (e) accepts a quote verbally or in writing; (f) makes any payment toward an invoice; (g) replies to a booking confirmation by email or SMS; or (h) engages Heat Care in any manner for the provision of services. No signature is required.

1.3 Where a customer accepts these Terms via Heat Care's online acceptance portal, that acceptance is recorded with a unique record ID, timestamp, the customer's name, company name, email address, site address, job number, and the version of the Terms accepted. That record is simultaneously logged to a permanent acceptance register maintained by Heat Care. The record constitutes prima facie evidence of acceptance of these Terms in their entirety as at the date and time recorded. The customer bears a heavy onus of proof to contradict a portal acceptance record and may not simply assert non-acceptance without supporting evidence.

1.4 Portal acceptance records are business records of Heat Care maintained in the ordinary course of business. They are retained by Heat Care and may be tendered as evidence in any dispute, debt recovery proceeding, VCAT application, or court proceeding. The customer acknowledges that such records are maintained accurately and in the normal course of Heat Care's operations.

1.5 These Terms prevail over any terms and conditions appearing on a customer's purchase order, acceptance form, or other document. The customer's terms are expressly rejected unless agreed in writing by an Authorised Officer of Heat Care.

1.6 These Terms apply to verbal bookings and emergency callouts in the same manner as formally documented agreements. Where site access is provided in response to an emergency callout, the customer is taken to have accepted these Terms in full. It is the customer's responsibility to read these Terms prior to engaging Heat Care. A copy is available at [heatcare.com.au/terms-and-conditions](https://heatcare.com.au/terms-and-conditions) and will be provided on request.

1.7 These Terms replace and supersede all previous versions. The version in force at the time of each service booking is the version that applies to that booking. Previous versions are archived at [heatcare.com.au](https://heatcare.com.au).

1.8 These Terms apply primarily to commercial customers. Where services are performed at a residential property and constitute domestic building work as defined under the Domestic Building Contracts Act 1995 (Vic), a separate contract will be provided as required by law. In the event of inconsistency between these Terms and that Act, the Act prevails to the extent of the inconsistency.

1.9 No cooling off period applies to services provided to business customers. Where services are provided to a consumer as defined under the Australian Consumer Law, applicable statutory rights are preserved.

## 2. Definitions

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In these Terms:

- "Customer" means the person, business, company, or trust engaging Heat Care for services, and includes their employees, agents, and authorised representatives.
- "Services" and "Works" mean all work performed by Heat Care including inspections, diagnostics, repairs, installations, servicing, commissioning, and compliance works. The terms are used interchangeably throughout these Terms.
- "Goods" means parts, components, equipment, and materials supplied by Heat Care in connection with the Services.
- "Invoice Date" means the date appearing on the tax invoice issued by Heat Care.
- "Overdue" means any invoice not paid in full by the due date, being the date of service completion or, where a 14-day invoice term has been agreed, 14 days from the Invoice Date.
- "Business Day" means a day that is not a Saturday, Sunday, or Victorian public holiday.
- "Authorised Officer" means a director, owner, or person expressly authorised in writing by Heat Care to make binding decisions on its behalf.
- "PPSA" means the Personal Property Securities Act 2009 (Cth).
- "PPSR" means the Personal Property Securities Register established under the PPSA.
- "ACL" means the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).
- "GST" means Goods and Services Tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Portal Acceptance Record" means the timestamped electronic record generated when a customer clicks to accept these Terms via Heat Care's online acceptance portal, capturing a unique record ID, the customer's name, company name, email address, site address, job number, date, time, and the version of the Terms accepted. Each Portal Acceptance Record is simultaneously logged to a permanent acceptance register maintained by Heat Care.

## 3. Nature of Service — No Certification Unless Stated

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3.1 Any inspection, diagnosis, recommendation, adjustment, recommissioning, or fault finding constitutes a service assessment only.

3.2 No service constitutes certification of an appliance, installation, or system unless a compliance certificate is expressly issued in writing.

3.3 Heat Care does not warrant the ongoing safety, performance, efficiency, or compliance of any appliance or installation beyond the time of attendance.

3.4 Heat Care relies on the accuracy of all information provided by the customer, including equipment specifications, service history, prior works, and site conditions. Heat Care accepts no liability for errors, omissions, or incorrect outcomes arising from inaccurate or incomplete information provided by the customer.

## 4. Payment

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4.1 Payment is due on completion of the job unless a 14-day invoice term has been separately agreed in writing under Clause 4.2. Heat Care accepts payment by bank transfer (EFT), credit or debit card, PayID, or cash.

4.2 In certain circumstances, at Heat Care's absolute discretion and agreed in writing prior to commencement of works, an invoice may be issued with a 14-day payment term. Where a 14-day invoice is agreed, payment is due within 14 days of the Invoice Date. The 14-day term is a credit facility, not a right, and may be withdrawn at any time for future jobs.

4.3 Invoices not paid by the due date will incur interest at 2% per month, calculated daily and compounding monthly on the total outstanding balance including any previously accrued interest and recovery costs. This interest rate represents a genuine pre-estimate of Heat Care's cost of capital, administrative burden, and opportunity cost arising from late payment, and is not a penalty. Interest continues to accrue throughout the entire recovery process including during any dispute, legal proceedings, or enforcement.

4.4 Heat Care reserves the right to suspend or refuse future services where outstanding amounts remain unpaid, without liability to the customer.

4.5 Dishonoured payments, declined cards, and reversed electronic funds transfers attract an administration fee of \$50 + GST per occurrence. The original debt is immediately reinstated in full.

4.6 All amounts stated in these Terms and in invoices are exclusive of GST unless expressly stated otherwise. GST is added at the current applicable rate. Heat Care will issue a valid tax invoice as required under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

4.7 A surcharge may apply to payments made by credit card or charge card to recover processing costs. The applicable surcharge rate will be disclosed prior to processing. No surcharge applies to bank transfer, PayID, or cash payments.

## 5. Call-Out and Labour — Standard Hours

5.1 Standard hours are Monday to Friday, 8:30am to 5:00pm (excluding public holidays). All other times are after-hours for the purposes of these Terms.

5.2 A call-out fee of \$130 + GST applies and is charged in full on arrival. Labour is charged at \$130 + GST per hour. The first hour is charged in full on arrival. Additional labour beyond the first hour is billed in 15-minute increments.

5.3 The minimum charge for any service visit is the applicable call-out fee plus one full hour of labour. No reduction applies for jobs completed in less than one hour.

5.4 Quoted or standard charges may be negotiated at Heat Care's absolute discretion prior to works being scheduled. Any agreed variation to standard charges must be confirmed in writing by an Authorised Officer of Heat Care before works commence. For the avoidance of doubt, the principal of Heat Care is an Authorised Officer. Once works have commenced, standard charges apply in full.

5.5 Time charged includes diagnosis, fault finding, testing, adjustments, commissioning, administration, documentation, travel between tasks on the same job, and all work reasonably required to complete the service.

5.6 Heat Care reserves the right to vary its rates and charges by updating the Schedule of Rates published at [heatcare.com.au](http://heatcare.com.au). Updated rates apply to all bookings made on or after the date of publication. Rates applicable at the time of booking apply to that booking regardless of subsequent changes.

5.7 Current rates are published at [heatcare.com.au](http://heatcare.com.au) and constitute the Schedule of Rates applicable to these Terms. The rates in the Schedule prevail over any rate stated elsewhere, including in prior correspondence, to the extent of any inconsistency.

## 6. After-Hours, Weekend and Public Holiday Services

6.1 After-hours, weekend, and public holiday attendance is subject to availability.

6.2 A call-out fee of \$200 + GST applies and is charged in full on arrival. Labour is charged at \$200 + GST per hour. The first hour is charged in full on arrival. Additional labour beyond the first hour is billed in 15-minute increments.

6.3 The minimum charge for any after-hours, weekend, or public holiday service visit is the applicable call-out fee plus one full hour of labour at after-hours rates. No reduction applies for jobs completed in less than one hour.

## 7. Cancellations and Missed Appointments

7.1 If a booking is cancelled with less than 24 hours' notice, or if at the scheduled time of attendance site access is not available and Heat Care has received no prior notice of this, the applicable call-out fee is charged in full. Heat Care may, at its discretion, reduce or waive this fee in exceptional circumstances, but is not obliged to do so.

7.2 Where Heat Care personnel attend a site and are unable to commence work due to lack of access, unsafe conditions, or customer delay, the applicable call-out fee is charged in full.

## 8. Access, Delays and Site Conditions

8.1 The customer is responsible for providing safe access, isolation points, utilities, and a clear work area prior to Heat Care's attendance.

8.2 Delays caused by lack of access, unsafe conditions, cleanliness issues, incomplete works, customer delays, third-party delays, or waiting for inductions are chargeable time at the applicable labour rate.

8.3 Where the customer requires a site induction, safety briefing, or specific personal protective equipment before entry, the customer must ensure these are provided promptly and at no cost to Heat Care. Time spent waiting for or completing inductions is chargeable.

8.4 Heat Care personnel will comply with all reasonable site safety requirements but reserve the right to refuse entry or cease work where requirements are disproportionate, unlawful, or make the work unsafe.

8.5 The customer warrants that all areas in which Heat Care will work are free from asbestos and other hazardous materials, or that Heat Care has been fully informed in writing of their presence and location prior to commencement. Where Heat Care personnel encounter suspected asbestos or hazardous materials, works will cease immediately and not recommence until the customer provides a written clearance from a licensed asbestos assessor as required under the Occupational Health and Safety Regulations 2017 (Vic). All costs arising from this cessation are chargeable to the customer. The customer indemnifies Heat Care against all claims, costs, and liabilities arising from undisclosed asbestos or hazardous materials.

## 9. Carbon Monoxide, Combustion and Air Quality

9.1 Carbon monoxide testing, combustion analysis, flue performance verification, and air quality assessment are not included in standard service visits unless specifically stated in writing.

9.2 No warranty or representation is made regarding current or future carbon monoxide levels, combustion performance, or environmental conditions.

9.3 Responsibility for ventilation, exhaust performance, and safe operating conditions remains with the customer at all times.

9.4 Where Heat Care identifies indicators of potential carbon monoxide risk during a service visit, Heat Care will notify the customer of those indicators. Such notification does not constitute a carbon monoxide assessment and does not create any ongoing monitoring obligation.

## 10. Gas Supply and Fuel Specification

10.1 Heat Care relies on the customer's representation regarding the type, pressure, rating, and condition of gas or fuel supply at the site. Heat Care accepts no liability for damage, non-performance, or safety incidents arising from incorrect, undisclosed, or non-compliant gas supply conditions.

10.2 The customer is responsible for ensuring that gas supply pressure, type, and infrastructure comply with all applicable standards and regulations prior to Heat Care's attendance.

## 11. Gas and Electrical Safety — Mandatory Reporting

11.1 Heat Care holds a current gasfitter's licence issued by the Victorian Building Authority (VBA) and operates under the Gas Safety Act 1997 (Vic), the Plumbing Regulations 2018 (Vic), and Energy Safe Victoria requirements. A copy of Heat Care's licence is available on request. Heat Care may be required or obligated by law to report unsafe gas installations or appliances to Energy Safe Victoria or other relevant authorities regardless of customer instructions or preferences.

11.2 Similarly, Heat Care may be required to report unsafe electrical installations or defects to the relevant regulatory authority under the Electrical Safety Act 1998 (Vic).

11.3 The customer agrees that such mandatory reporting does not constitute a breach of these Terms, a breach of confidence, or any other contractual or tortious obligation.

11.4 Heat Care is not liable for any loss, damage, or business disruption arising from mandatory reporting undertaken in good faith under applicable law.

## **12. Unsafe Equipment, Condemnation and Continued Operation**

12.1 Where equipment is identified as unsafe, non-compliant, or requiring rectification, Heat Care may recommend shutdown, tag out, or issue a condemnation notice.

12.2 Continued operation after such notice is at the customer's sole risk unless rectification is completed by a suitably licensed contractor. Heat Care is not responsible for any outcome arising from continued use after notification.

12.3 In situations presenting an immediate risk to life, property, or safety, Heat Care may take whatever action is reasonably necessary to address the risk without prior customer authorisation. Heat Care will use reasonable endeavours to minimise the costs incurred in doing so. All reasonable costs incurred are payable by the customer as a debt immediately due.

## **13. Pre-Existing Conditions and Non-Compliant Installations**

13.1 Heat Care accepts no liability for faults, failures, or unsafe conditions arising from: pre-existing defects; non-compliant installations; modifications by others; environmental factors; inadequate maintenance; or operation outside manufacturer specifications. This applies even where equipment is recommissioned or returned to service, whether at the customer's express request or with the customer's knowledge and consent.

13.2 Where a compliance certificate is issued by Heat Care based on information or representations provided by the customer, the customer indemnifies Heat Care against any claim arising from reliance on that certificate where the customer's information was inaccurate, incomplete, or misleading.

## **14. No Ongoing Duty of Care**

14.1 Heat Care has no obligation to monitor, re-inspect, or reassess equipment after completion of works unless separately engaged to do so.

14.2 Previous attendance does not imply ongoing responsibility for the equipment, installation, or site.

## **15. Unlicensed or Non-Compliant Work Requests**

15.1 Heat Care will not perform work that, in its professional judgement, would breach any applicable law, standard (including applicable Australian Standards), licence condition, or safety requirement. A customer's instruction to perform such work does not create any obligation on Heat Care to comply.

15.2 Heat Care accepts no liability for any loss arising from its refusal to perform unlicensed, non-compliant, or unsafe work.

## **16. Subcontractors and Third-Party Trades**

16.1 Where subcontractors or third-party trades are required, their labour rates may differ from standard service rates. Heat Care will use reasonable care in the selection and engagement of subcontractors.

16.2 Heat Care is not liable for the acts, omissions, or negligence of any subcontractor or third-party trade engaged in connection with the services. The customer's recourse in relation to any subcontracted work lies against the relevant subcontractor directly. Heat Care will, on request, provide available contact details of any subcontractor engaged.

## 17. Estimates, Variations and Authority

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17.1 Estimates are indicative only. Final charges are based on actual time and materials supplied.

17.2 Additional or unforeseen work may be required once equipment is opened, tested, or commissioned. Heat Care will advise the customer and proceed on the customer's verbal or written authority.

17.3 Where works are authorised verbally, that verbal authorisation is binding and irrevocable once Heat Care has commenced work or ordered parts or materials in reliance on it. The customer accepts all charges arising from that authorisation.

17.4 The person requesting the work warrants they have authority to approve works and charges on behalf of the customer. Heat Care may rely on instructions from any person who reasonably appears to have authority to act on behalf of the customer, including employees, managers, agents, and contractors. The customer is bound by all such instructions. The customer must immediately notify Heat Care in writing if any person ceases to have authority to act on its behalf.

17.5 Where equipment is found to be beyond economical repair or where repair is not technically feasible, all time spent in diagnosis, assessment, and site attendance to that point is chargeable at standard rates.

## 18. Deposits

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18.1 Deposits may be required for special-order parts, equipment, or scheduled works. Deposits are non-refundable once costs have been incurred by Heat Care, including supplier charges, ordering, scheduling, and administrative time. Nothing in this clause limits rights under the ACL.

## 19. Parts and Materials

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19.1 Parts supplied and installed are non-returnable once installed, except where required by law.

19.2 Special-order parts are non-refundable once ordered to the extent costs have been incurred.

19.3 Parts are covered by the applicable manufacturer's warranty only. Heat Care provides no additional warranty on parts beyond the workmanship warranty in Clause 20, which covers the quality of installation and not the parts themselves unless the failure is directly caused by Heat Care's workmanship.

19.4 Heat Care is not liable for parts being unavailable, discontinued, or subject to supplier delay. Where an exact part is unavailable, Heat Care will supply a functional equivalent where possible.

19.5 Parts and materials supplied by Heat Care remain the property of Heat Care until paid for in full (see also Clause 27 — Retention of Title and PPSR).

19.6 Where the customer requests Heat Care to install or work with customer-supplied parts, components, or equipment: (a) Heat Care accepts no warranty responsibility for those parts or any consequential failure; (b) the customer indemnifies Heat Care against any claim arising from failure, non-performance, or safety incident relating to those parts; (c) Heat Care may decline to install parts it considers non-genuine, non-compliant, or unsuitable; and (d) warranty on Heat Care's workmanship may be limited where failure is attributable to customer-supplied components.

## 20. Warranty

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20.1 Workmanship is warranted for 90 days from the date of service. This warranty is provided in addition to, and does not limit, any rights the customer may have under the ACL.

20.2 No warranty is provided on existing, aged, modified, or customer-supplied equipment beyond workmanship.

20.3 Heat Care's contractual workmanship warranty does not apply where: (a) the invoice has not been paid in full (noting that statutory guarantees under the ACL continue to apply regardless of payment status); (b) the customer or a third party has tampered with, modified, or interfered with the repair; (c) the appliance has been operated outside normal parameters or manufacturer specifications; (d) failure is caused by misuse, lack of maintenance, contamination, power or gas supply issues, or unrelated faults; or (e) the fault is attributable to customer-supplied components.

## 21. Care, Custody and Control

21.1 Liability for damage to equipment under service is limited to damage directly caused by Heat Care's acts or omissions during the service visit. Heat Care is not liable for damage caused by pre-existing conditions, latent defects, or the inherent fragility of aged or deteriorated components.

21.2 Heat Care is not liable for internal component failure, age-related degradation, or latent defects discovered during a service visit.

## 22. Limitation of Liability

22.1 Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by the ACL which cannot lawfully be excluded or limited.

22.2 To the extent permitted by law, Heat Care's liability for a breach of a non-excludable statutory guarantee is limited, at Heat Care's election, to re-supplying the services or paying the cost of having the services re-supplied. Where a failure constitutes a major failure under the ACL, the customer may be entitled to a refund or to reject the service in accordance with their statutory rights, which are preserved by Clause 22.1.

22.3 To the maximum extent otherwise permitted by law, Heat Care's total aggregate liability is limited to the value of the invoice for the specific service in respect of which the claim arises.

22.4 Subject to Clause 22.1, and except to the extent prohibited by law including in relation to any claim for personal injury or death, Heat Care is not liable for any indirect or consequential loss including, without limitation: loss of revenue; loss of profit; loss of opportunity; loss of contract; food spoilage; business interruption; reputational damage; regulatory fines or penalties; costs of alternative suppliers; staff costs; downtime; or claims by the customer's customers.

22.5 Heat Care's liability to the customer is reduced proportionately to the extent that the customer's own acts, omissions, or negligence contributed to the loss or damage. Heat Care reserves the right to apportion liability to any concurrent wrongdoer.

22.6 To the maximum extent permitted by law, Heat Care is not liable for property loss or damage caused by gas leaks, combustion events, or other safety incidents where the cause is a pre-existing condition, customer modification, inadequate ventilation, or customer-supplied equipment. Nothing in this clause limits any right to claim for personal injury or death that cannot lawfully be excluded or limited.

## 23. Compliance and Records

23.1 Where required by law, including under the Plumbing Regulations 2018 (Vic), compliance certificates will be issued within the timeframes required by the applicable legislation, regardless of payment status. Heat Care's obligation to issue a compliance certificate is a statutory obligation and is not conditional on payment. All other reports, assessments, and documentation prepared by Heat Care will be released upon full payment of the relevant invoice.

23.2 Heat Care may take photographs and records for compliance, warranty, insurance, legal, and record-keeping purposes. The customer consents to Heat Care photographing the site, equipment, and works. Photographs taken by Heat Care during a service visit constitute evidence of the condition of the equipment, site, and works at the time of attendance. Heat Care may use de-identified images for marketing purposes without further consent.

## 24. Right to Suspend Works

24.1 Heat Care may suspend works in progress without liability where: (a) payment for a prior invoice is overdue; (b) the customer refuses to authorise required variations; (c) site conditions become unsafe; (d) the customer is in material breach of these Terms; (e) Heat Care forms a reasonable view that the customer is unable or unwilling to pay; or (f) the customer, their employees, or agents behave in a threatening, abusive, or unsafe manner toward Heat Care personnel.

24.2 Heat Care will provide reasonable notice of suspension where circumstances permit. All costs incurred up to the point of suspension are immediately payable. Heat Care is not liable for any loss, delay, or damage arising from a

suspension exercised in good faith under this clause.

## 25. Termination

25.1 Heat Care may terminate any agreement with the customer immediately by written notice where: (a) the customer is in material breach and fails to remedy within 3 business days of written notice; (b) the customer becomes insolvent, bankrupt, enters voluntary administration, or has a receiver appointed; (c) the customer acts in a threatening, abusive, or unsafe manner toward Heat Care personnel; (d) site conditions are unsafe and the customer refuses to rectify; or (e) Heat Care forms a reasonable view that the customer cannot or will not pay.

25.2 Upon termination, all amounts for work completed to the date of termination are immediately due and payable.

25.3 Termination rights under this clause are in addition to, and not in substitution for, any other rights available to Heat Care at law.

## 26. Abandoned or Uncollected Equipment

26.1 Equipment not collected within 30 days of written notification to the customer's last known address may incur storage fees from the date of notification, at a rate published by Heat Care from time to time or, if not published, at a reasonable commercial rate.

26.2 Heat Care will comply with the requirements of the Uncollected Goods Act 1995 (Vic). Where goods have a value under \$200, Heat Care may dispose of them after 28 days from the date of notice. Where goods exceed \$200, Heat Care will follow the statutory requirements of the Act, including any required Court application for disposal authority where applicable.

26.3 Proceeds from disposal of uncollected goods will be applied to any outstanding amounts owed by the customer, with any surplus returned to the customer.

## 27. Retention of Title and Security Interest

27.1 Ownership of and title to all goods supplied by Heat Care remain vested in Heat Care until Heat Care has received payment in full for those goods. Risk in the goods passes to the customer on delivery. For the purposes of this clause, delivery occurs when the goods are physically transferred to the customer's premises or installed at the customer's site, whichever occurs first.

27.2 Until full payment is received, the customer: (a) holds the goods as bailee for Heat Care; (b) must store the goods in a manner that clearly identifies them as the property of Heat Care; (c) must not charge, encumber, sell, or otherwise deal with the goods; and (d) must not allow the goods to become a fixture attached to real property.

27.3 The customer grants Heat Care a Purchase Money Security Interest (PMSI) in all goods supplied, as security for payment of all amounts owing. The customer consents to Heat Care registering that security interest on the PPSR in respect of all goods supplied (collateral class: other goods). The customer must not grant any other security interest over goods supplied by Heat Care until full payment has been received.

27.4 Where goods supplied by Heat Care become an accession to or are commingled with other goods, Heat Care's security interest extends to the whole of the combined goods to the extent permitted by the PPSA.

27.5 To the maximum extent permitted by law, the customer waives their rights under the PPSA to: receive a verification statement; receive notice of a financing change statement; receive a copy of a financing statement; and any other rights that may lawfully be waived under sections 95, 96, 118, 121(4), 125, 130, 132(3)(d), 132(4), 134(1), 135, 142, and 143 of the PPSA.

27.6 The customer must immediately execute any documents and provide any information reasonably required by Heat Care to register or maintain any security interest on the PPSR.

## 28. Right of Entry and Repossession

28.1 Where goods remain the property of Heat Care under Clause 27, the customer irrevocably grants Heat Care and its authorised agents the right to enter the customer's premises with at least 24 hours' written notice, or without notice to the extent permitted by law where the customer has abandoned the premises, is uncontactable, or where there is an immediate risk to the goods, to inspect, disconnect, and repossess those goods.

28.2 The customer indemnifies Heat Care against any claim arising from such entry and repossession, including claims by third parties, provided that Heat Care acts reasonably in exercising this right.

28.3 Heat Care will make all reasonable efforts to restore the site to a safe condition following repossession, including capping gas connections or making electrical connections safe. The costs of doing so are chargeable to the customer.

## 29. Lien

29.1 Heat Care may exercise a general lien over any goods, equipment, or documents belonging to the customer or in which the customer has a legal or beneficial interest that are in Heat Care's possession, retaining them until all amounts owing across all accounts and invoices are paid in full, regardless of which specific job those goods relate to.

29.2 This lien applies to all outstanding amounts including the principal debt, accrued interest, recovery costs, and legal costs.

## 30. Force Majeure

30.1 Heat Care is not liable for delays or failure to perform due to events beyond reasonable control, including supplier delays, power or gas outages, access restrictions, natural disasters, extreme weather, pandemic, or government action. Heat Care will notify the customer as soon as practicable and resume performance as soon as reasonably possible.

## 31. Debt Collection and Recovery

31.1 An invoice is overdue as soon as it is not paid by the due date. For jobs where payment is due on completion, the invoice is overdue from the first Business Day after the date of service. For jobs where a 14-day invoice term has been agreed, the invoice is overdue 14 days after the Invoice Date. Heat Care may, in its discretion, allow a short administrative grace period before issuing a reminder, but this does not alter the due date or the accrual of interest.

31.2 Heat Care operates a staged reminder system. Reminder notices are issued at approximately 7, 14, and 21 days overdue. A final written warning is issued at 30 days overdue, advising that referral to an external debt collection agency will occur without further notice if payment is not received within 15 days.

31.3 If an invoice remains unpaid 45 days after the due date, the account is referred immediately to an external commercial debt collection agency without further notice.

31.4 The staged reminder process is a courtesy only. It does not extend the customer's payment obligations or limit Heat Care's rights at any stage. Heat Care may bypass the staged process and refer immediately where, in its absolute discretion, referral is warranted — including where the customer is uncontactable, has indicated an intention not to pay, or where there is a risk of insolvency.

31.5 Where an account is referred for external recovery, the customer is liable for all reasonable debt recovery costs incurred by Heat Care in recovering the outstanding amount, to the extent permitted by law. The customer acknowledges and agrees that the costs specifically described in Clauses 31.8 to 31.12 are reasonable recovery costs for the purposes of this clause.

31.6 Heat Care operates on a no collection, no commission basis with its appointed recovery agents. If no monies are recovered, no commission is charged to Heat Care. Where monies are recovered, commission is payable by the customer as a debt due, in addition to the original outstanding balance, accrued interest, and any other recovery costs.

31.7 Commission rates are charged by the appointed agency based on the value and age of the debt at the time of referral. Heat Care does not charge setup fees, memberships, or subscription fees in connection with debt recovery. Indicative commission rates applicable at the date of these Terms are set out below. Actual rates may vary depending

on the agency appointed and the circumstances of the debt at the time of referral.

31.8 Commission rate schedule (rates are GST inclusive). The age of the debt is calculated from the Invoice Date to the date of referral to the recovery agency:

- Debt under \$1,000: 30% (under 12 months) | 40% (12-24 months) | 50% (over 24 months)
- Debt \$1,000 to \$4,999.99: 22% (under 12 months) | 30% (12-24 months) | 40% (over 24 months)
- Debt \$5,000 to \$9,999.99: 15% (under 12 months) | 22% (12-24 months) | 30% (over 24 months)
- Debt \$10,000 to \$20,000.99: 13% (under 12 months) | 20% (12-24 months) | 25% (over 24 months)
- Debt \$20,001 and above: 10% (under 12 months) | 15% (12-24 months) | 20% (over 24 months)
- Minimum commission charge: \$66 (GST inclusive) per referred account.

31.9 The following additional charges may apply where required by the circumstances of recovery. These charges are payable by the customer as a debt due and are in addition to commission:

- ASIC company search: \$93.17 — applied where required to verify the correct legal entity, registered name, ABN, ACN, or director details of the debtor.
- Skip trace / location search: \$157.30 — required where the customer's name, address, or contact details are incomplete or cannot be verified.
- Bankruptcy or liquidation file closure: \$72.60 — charged where the debtor is declared bankrupt or enters liquidation or voluntary administration.

31.10 The following additional actions and charges may be incurred during recovery, but only where separately approved by Heat Care. The customer acknowledges that Heat Care may approve such actions without prior notice to the customer. Where approved, all costs are payable by the customer as a debt due:

- Additional skip trace: \$157.30 (incl. GST)
- Certified letter of demand: \$45.38 (incl. GST)
- Solicitor's letter of demand: \$550.00 (incl. GST)
- Additional ASIC search: \$93.17 (incl. GST)
- Bankruptcy search: \$83.55 (incl. GST)
- VCAT order transfer to Magistrates Court: \$88.00 (incl. GST)
- Field call (local): \$169.40 (incl. GST)
- Field call (non-local): \$242.00 (incl. GST)
- Debtor account reconciliation: \$72.60 (incl. GST)

31.11 Where legal action is required, Heat Care will obtain a quote from its pool of solicitors prior to commencing proceedings. All legal costs approved and incurred are payable by the customer in addition to the outstanding debt, interest, commission, and other recovery costs.

31.12 All rates listed in this clause reflect those applicable at the date of these Terms and are subject to change. Actual rates payable are those charged by the appointed agency at the time of referral. The customer agrees to pay all recovery costs reasonably incurred and permitted by law.

31.13 Heat Care reserves the right to report overdue accounts and payment defaults to commercial credit reporting agencies including Equifax and CreditorWatch. The customer consents to their credit information being disclosed to and used by such agencies in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The customer also consents to Heat Care receiving credit information about the customer from commercial credit reporting bodies for the purpose of assessing creditworthiness in connection with future jobs.

31.14 Heat Care may assign or transfer any debt owed by the customer to a third party without notice. The customer consents to Heat Care disclosing account information to any assignee.

## 32. No Set-Off

32.1 The customer must not withhold, deduct, or set off any payment against any alleged claim, counterclaim, or dispute against Heat Care. All payments must be made in full and on time regardless of any dispute. Disputes must be raised separately in accordance with Clause 38. This clause exists to protect Heat Care's legitimate interest in maintaining cash flow as a small business operator for whom delayed payment causes immediate financial harm. It is not intended to deny the customer any substantive right to raise or pursue a genuine dispute.

## 33. Chargeback and Payment Reversal

33.1 Where a payment made by the customer is subsequently reversed, charged back, or disputed through any financial institution, payment processor, or credit card scheme, the original debt is immediately reinstated and becomes due and payable in full.

33.2 A chargeback administration fee of \$75 + GST applies per occurrence. Heat Care reserves the right to pursue recovery of the original amount, the chargeback administration fee, and any costs incurred in responding to the chargeback process.

## 34. Indemnity

34.1 The customer indemnifies and holds harmless Heat Care, its employees, contractors, and agents from and against all claims, losses, damages, costs (including legal costs on a solicitor-client basis), liabilities, and expenses arising from or in connection with:

- the customer's breach of these Terms;
- the customer's negligent or unlawful acts or omissions;
- inaccurate or incomplete information provided by the customer;
- unsafe site conditions including undisclosed hazardous materials;
- the customer's failure to comply with applicable laws, regulations, or standards;
- continued operation of equipment after a condemnation or shutdown notice;
- claims by third parties relating to the customer's equipment, operations, or premises; and
- failure of customer-supplied parts or equipment installed at the customer's request.

34.2 This indemnity is not reduced by any act or omission of Heat Care except where a court or tribunal determines that Heat Care's conduct was the sole proximate cause of the relevant loss or damage. This indemnity applies to the fullest extent permitted by law.

## 35. Personal Guarantee

35.1 Where the customer is a corporation, trust, or other non-individual entity, any director, officer, owner, or controlling person of that entity who signs, verbally confirms a booking, or otherwise authorises works on behalf of the entity does so as a personal guarantor of all of the customer's obligations under these Terms. Acceptance of these Terms by any such person, including via the portal acceptance process or by verbal confirmation of a booking, constitutes written evidence of this guarantee for the purposes of s126 of the Instruments Act 1958 (Vic). Where Heat Care requires additional certainty for higher-value engagements, it may request a separately executed guarantee document, which the customer agrees to provide on request.

35.2 Each guarantor is jointly and severally liable with the customer for all outstanding amounts. Heat Care may enforce its rights against any guarantor without first exhausting its remedies against the customer entity.

35.3 The guarantee survives winding up, deregistration, restructuring, or death of the guarantor, and binds the guarantor's estate. A guarantor may only be released by written agreement signed by an Authorised Officer of Heat Care.

## 36. Joint and Several Liability

36.1 Where the customer comprises more than one person or entity, each person and entity is jointly and severally liable for all obligations under these Terms. Heat Care may enforce its rights against any one or all of them without first proceeding against the others.

## 37. Change of Entity and Anti-Phoenixing

37.1 Where a customer entity is wound up, deregistered, restructured, or replaced by a related entity, any successor entity is jointly and severally liable for all outstanding amounts owed to Heat Care unless Heat Care provides a written release.

37.2 The customer must notify Heat Care of any change in ownership, control, trading entity, or ABN at least 14 days prior to such change taking effect.

37.3 Failure to provide this notice does not limit Heat Care's rights to recover outstanding amounts from any successor or related entity.

## 38. Disputes

38.1 Any dispute must be raised in writing within 14 days of the later of: (a) the Invoice Date; or (b) the date on which the customer first received the invoice. For the purposes of this clause, an invoice is taken to have been received: on the day it is handed directly to the customer or their representative; at the time of transmission where sent via an online job management platform such as SimPRO; 24 hours after sending where sent by email; and 3 business days after posting where sent by post. Non-payment does not constitute a valid dispute.

38.2 The parties will attempt to resolve the dispute by good faith negotiation within 14 days of the written dispute notice.

38.3 If the dispute remains unresolved after 14 days of good faith negotiation, either party may refer the matter to mediation through a mutually agreed mediator. If the parties cannot agree on a mediator within 7 days, a mediator will be appointed by the Resolution Institute (or its successor body).

38.4 If mediation does not resolve the dispute, either party may commence proceedings in VCAT or a court of competent jurisdiction.

38.5 Pending resolution of any dispute, the customer must continue to meet all undisputed payment obligations in full and on time. For the purposes of this clause, an amount is undisputed unless it is the specific subject of a written dispute notice submitted in accordance with Clause 38.1.

38.6 The limitation period for any claim by the customer against Heat Care runs from the date of the relevant service. The limitation period for Heat Care's recovery of any unpaid amount runs from the date the amount became overdue.

## 39. Legal Costs

39.1 Where Heat Care is required to take legal action or engage legal representation to recover any amount owed by the customer, the customer agrees to pay Heat Care's legal costs on a full solicitor-client (indemnity) basis, in addition to the outstanding debt, accrued interest, and recovery costs.

39.2 Heat Care also reserves the right to seek a quantum meruit recovery for the reasonable value of all services rendered and materials supplied in circumstances where any agreement is found void or unenforceable for any reason.

## 40. Security of Payment

40.1 Nothing in these Terms limits Heat Care's rights under the Building and Construction Industry Security of Payment Act 2002 (Vic) or any equivalent legislation. Heat Care reserves the right to issue Payment Claims under that Act for any works that fall within its scope.

## 41. Insurance

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41.1 Heat Care holds current public liability insurance. Details are available on request.

41.2 Heat Care does not warrant that its insurance will respond to every circumstance. The customer is responsible for maintaining its own insurance for its equipment, premises, and operations.

## 42. Intellectual Property

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42.1 All reports, assessments, fault-finding documentation, installation designs, and other documents prepared by Heat Care remain the intellectual property of Heat Care until payment in full has been received. Compliance certificates, once issued, may be used by the customer for their regulatory and statutory purposes regardless of payment status, as Heat Care's obligation to issue such certificates is a legal obligation independent of these Terms.

42.2 Upon payment in full, a non-exclusive licence to use those documents for their intended purpose is granted to the customer.

## 43. Confidentiality

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43.1 Each party agrees to keep confidential any commercially sensitive information disclosed by the other party in connection with the provision of services. This obligation does not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) is required to be disclosed by law, court order, or a regulatory authority; (c) is disclosed to the party's legal representatives, accountants, insurers, or financiers on a confidential basis for the purpose of obtaining professional advice; or (d) is disclosed with the other party's prior written consent.

43.2 Heat Care's obligation of confidentiality does not prevent mandatory reporting to Energy Safe Victoria or other regulatory bodies as required under applicable law.

## 44. Privacy

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44.1 By engaging Heat Care, the customer consents to Heat Care collecting, storing, and using personal information for the purpose of providing services, issuing invoices, debt recovery, legal proceedings, credit reporting, and marketing Heat Care's services. De-identified or aggregated information may be used for marketing purposes without further consent.

44.2 Heat Care may disclose personal information to debt recovery agencies, legal representatives, credit reporting bodies, and regulatory authorities as permitted or required by law.

44.3 Heat Care's Privacy Policy is available at [heatcare.com.au/privacy-policy](https://heatcare.com.au/privacy-policy) and is incorporated into these Terms by reference.

## 45. Electronic Transactions and Portal Acceptance

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45.1 Electronic communications including email, SMS, and electronic signatures are valid and binding under the Electronic Transactions (Victoria) Act 2000. A customer accepting a quote, booking, or these Terms electronically does so with full legal effect.

45.2 A Portal Acceptance Record constitutes a valid and enforceable electronic acceptance of these Terms for the purposes of the Electronic Transactions (Victoria) Act 2000 and the Electronic Transactions Act 1999 (Cth). The customer agrees that a Portal Acceptance Record is binding on them and cannot be repudiated on the basis that it was not signed in writing or in person.

45.3 Each Portal Acceptance Record is assigned a unique record ID and is simultaneously logged to a permanent acceptance register maintained by Heat Care. In any dispute, debt recovery proceeding, VCAT application, or court proceeding, a Portal Acceptance Record produced by Heat Care identified by its unique record ID and cross-referenced against the acceptance register is prima facie evidence that the person identified in that record accepted these Terms in their entirety at the date and time shown. The customer bears the onus of proving any error in the record.

45.4 Notices under these Terms may be given by email, post, or SMS. Notices sent by email are taken to be received 24 hours after sending. Notices sent by post are taken to be received 3 business days after posting. Notices sent by SMS are taken to be received upon transmission to the recipient's number.

## 46. GST

46.1 All amounts in these Terms are exclusive of GST unless stated otherwise. Where GST is payable on a supply made under these Terms, it is added at the applicable rate. Heat Care will issue a valid tax invoice as required by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## 47. Customer's Regulatory Obligations

47.1 The customer is responsible for ensuring that all equipment, installations, and operations comply with applicable laws, regulations, standards, and local authority requirements. Heat Care provides services based on conditions observed at the time of attendance and makes no representation regarding ongoing regulatory compliance by the customer.

## 48. General Provisions

48.1 Entire Agreement: These Terms constitute the entire agreement between the parties and supersede all prior representations, negotiations, warranties, and understandings. No representation made outside these Terms is binding unless confirmed in writing by an Authorised Officer of Heat Care.

48.2 Severability: If any provision is found invalid, illegal, or unenforceable (including under the unfair contract terms provisions of the ACL), it is severed to the minimum extent necessary. All remaining provisions continue in full force and effect. Each clause in these Terms exists for a legitimate business purpose, including but not limited to: maintaining cash flow for a small business operator; recovering genuine costs of providing services and pursuing unpaid debts; protecting personnel safety; complying with licensing and regulatory obligations; and clearly allocating risk between the parties in a commercial services context.

48.3 Waiver: Failure by Heat Care to enforce any provision on any occasion does not constitute a waiver of that provision or any other provision, and does not prevent Heat Care from enforcing that provision on any subsequent occasion.

48.4 Cumulative Remedies: All rights and remedies available to Heat Care under these Terms and at law are cumulative. Exercise of one remedy does not preclude exercise of any other.

48.5 Third Party Rights: These Terms confer rights only on Heat Care and the customer. No third party has any right to enforce any term of these Terms.

48.6 Pre-Contractual Representations: The customer acknowledges that no representation, warranty, or statement made prior to the formation of an agreement, whether oral or written, is binding on Heat Care unless expressly incorporated into these Terms or confirmed in writing by an Authorised Officer of Heat Care. The customer has not relied on any such representation in engaging Heat Care.

48.7 Language and Interpretation: These Terms are written in English. Headings are for convenience only and do not affect interpretation. References to legislation include amendments, re-enactments, and successors. In the event of any translation, the English version prevails.

48.8 Assignment: Heat Care may assign its rights and obligations under these Terms without the customer's consent. The customer may not assign their rights or obligations without Heat Care's prior written consent.

48.9 Review: These Terms are reviewed periodically. Heat Care recommends customers check the current Terms before each booking. Version history is maintained at [heatcare.com.au](http://heatcare.com.au).

## 49. Records and Data Retention

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49.1 Heat Care retains service records, job reports, photographs, invoices, portal acceptance records, and all other documents generated in connection with services for a minimum of 7 years from the date of service, or such longer period as required by law.

49.2 The customer may request a copy of their service records by contacting Heat Care in writing. Heat Care will provide copies within a reasonable time, subject to any applicable legal restrictions.

49.3 Portal Acceptance Records are retained indefinitely as business records and may be produced at any time in connection with a dispute, legal proceeding, or regulatory inquiry.

## 50. Quote Validity

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50.1 Quotes are valid for 30 days from the date of issue unless otherwise stated in writing. Heat Care reserves the right to withdraw or revise a quote after that period.

50.2 A quote does not constitute a binding agreement until accepted by the customer. Acceptance of a quote is subject to parts availability, scheduling, and Heat Care's capacity at the time of acceptance.

## 51. Travel, Parking and Disbursements

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51.1 Reasonable disbursements incurred in connection with a service visit, including parking fees, toll charges, and congestion charges, may be charged to the customer at cost.

51.2 Where a site requires significant travel from Heat Care's base of operations in the Clyde North area of Southeast Melbourne, a travel charge may apply. Heat Care will advise the customer of any travel charge prior to attendance where practicable.

## 52. Payment Plan and Instalment Default

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52.1 Where a payment plan or instalment arrangement is agreed in writing between Heat Care and the customer, and the customer defaults on any instalment, the entire outstanding balance (including all accrued interest and recovery costs) becomes immediately due and payable in full without further notice, to the extent permitted by law.

52.2 Heat Care's agreement to a payment plan does not constitute a waiver of any right, including the right to refer the debt to external collection at any time.

## 53. Non-Disparagement

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53.1 The customer agrees not to make false, misleading, or defamatory statements about Heat Care, its personnel, or its services in any public forum including online review platforms, social media, or industry bodies.

53.2 This clause does not prevent the customer from making honest and accurate statements based on their genuine experience, exercising any right under the ACL or other applicable law, or making any communication to a regulatory body, government agency, law enforcement authority, or dispute resolution body including ESV, VBA, Consumer Affairs Victoria, or VCAT.

## 54. Multiple Sites and Account Customers

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54.1 Where the customer operates from multiple sites or under multiple trading names, these Terms apply to all works performed at any site operated by or on behalf of the customer or any related entity.

54.2 Outstanding amounts across all sites and trading names are treated as a single account for the purposes of Clauses 29 (Lien), 31 (Debt Collection), and 37 (Anti-Phoenixing).

## 55. Multiple Attendances

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55.1 Each attendance at a site constitutes a separate call-out. Where multiple attendances are required on the same day at the same site, whether at the customer's request, due to unforeseen circumstances, or due to conditions outside Heat Care's control, each attendance may attract a separate call-out fee at Heat Care's discretion.

## 56. Trustee Liability

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56.1 Where the customer acts as trustee of a trust, the trustee is personally liable for all obligations under these Terms, both in their capacity as trustee and personally.

56.2 The customer warrants that they have the right to be indemnified from trust assets in respect of all liabilities incurred under these Terms.

56.3 The personal guarantee under Clause 35 extends to all directors, appointors, and beneficiaries who have the ability to direct or control the trustee.

## 57. Rate Reviews and Updates

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57.1 Heat Care reviews its Schedule of Rates periodically. Updated rates are published at [heatcare.com.au](http://heatcare.com.au) and apply to all bookings made on or after the date of publication, regardless of prior dealings, estimates, or the rates charged on previous jobs.

57.2 Continued engagement of Heat Care after a rate update constitutes acceptance of the updated rates.

## 58. Job Completion and Acceptance

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58.1 Where the customer or their representative signs a job report, completion docket, or service record, that signature constitutes acceptance of the works performed and the charges stated.

58.2 Absence of a signature does not invalidate the charges where works were performed with the customer's knowledge and authority, or where the customer's representative was unavailable to sign at the time of completion.

58.3 Failure to raise a dispute within the period specified in Clause 38 constitutes deemed acceptance of the works and charges. This clause does not limit the customer's rights in relation to workmanship warranty claims under Clause 20, which are governed by the warranty period and conditions set out in that clause.

## 59. Parts and Supplier Delays

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59.1 Heat Care accepts no liability for business interruption, lost revenue, food spoilage, regulatory consequences, or any other consequential loss arising from delays in sourcing parts, components, or equipment from third-party suppliers, regardless of any estimated lead time provided.

59.2 Heat Care will use reasonable endeavours to source parts promptly and will notify the customer of any material delay as soon as practicable.

## 60. Governing Law

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60.1 These Terms and Conditions are governed by the laws of Victoria, Australia. All disputes are subject to the exclusive jurisdiction of Victorian courts and tribunals, including VCAT.