

General Terms and Conditions of Sale

1. Envirocare Systems Pty Ltd hereafter known as the ("Company", "We" or "Our"), agrees to provide the Client the equipment and services listed in the above schedule.
2. The entity agreeing to these Terms & Conditions with the Company, hereafter known as the ("Client").
3. The Client agrees to pay for the charges set out in the above schedule, commencing on the date of instalment, subsequent charges will be paid by the Client upon invoice and in line with established trading terms.
4. Payment: The Client must pay the Company the price on or before the due date shown on the invoice, otherwise we may: (a) charge interest at 14% per annum on the unpaid amount; (b) suspend, reduce or withdraw any credit facility to the Client; (c) cancel or suspend delivery of other goods and services, yet to be delivered; (d) alternatively, re-take possession of the goods concerned and then credit the Client our estimated re-sale value of those goods less our costs; and/or (e) claim a lien over any goods of the Client in our possession. A Client may not deduct from the price any set off, counterclaim or other sum (including taxes or charges) unless we agree in writing. If we are extending credit to the Client, we may suspend, reduce or withdraw the credit facility at any time without reason by notice to the Client. A credit facility lapses if the Client does not place an order with us for 6 months.
5. The Client agrees to reimburse the Company for all reasonable costs (including legal costs) incurred in recovering amounts due under this Agreement.
6. Our minimum recurring invoice amount is \$150. We reserve the right to reduce billing frequency to meet our minimum charge. Our admin team may bill you quarterly or annually in order to meet the minimum charge.
7. Stamp Duty/Goods and Services Tax - In addition to all other payments due in accordance with this Agreement the Client shall also pay all government taxes and duties (including without limitation, stamp duty and GST.
8. Force Majeure - The Company shall not be responsible for failure to meet its contractual obligations if the failure results directly or indirectly from a cause beyond its control.
9. Works and training carried out by the Company for the Client shall be carried out during normal business hours (8:00-17:00). Should it be necessary to carry out work outside of normal business hours the Company may charge additional fees as compensation.
10. Unless specifically included in our proposal, no allowance has been made for site inductions or site specific training. Should it be necessary for employees or agents of the Company to be inducted before accessing the site, the total time spent on the induction and compliance will be charged to the Client at our normal hourly rate.
11. The Client indemnifies the Company of any damages to the Client's premise that occurs as a result of work carried out by the Company on behalf of the client. This includes but is not limited to: striking of waterlines or other utilities concealed within walls, damage to tiles or cubicle partitioning. All repair costs are to be borne by the Client.
12. The laws of Western Australia govern this Agreement.
13. The Equipment supplied under this Agreement remains the property of the Company notwithstanding its installation in the Client's premises.
14. The Client will not attempt to move, dismantle, modify or repair the equipment or allow any person other than the Company to do so.
15. The Client also agrees to take reasonable care of the Equipment (including prevention from misuse and theft) and indemnifies the Company for all loss of or damage to the Equipment from any cause whatsoever on a replacement cost basis.
16. If Envirocare Systems provides the customer with rental dispensers from Tork or Kimberley Clark Australia, the customer understands and agrees with the singular and complete use of consumable products made by the manufacturer of the dispensers specified in this agreement. Upon discovery that the customer has failed to fill the rental dispenser with the manufacturer's consumable products, Envirocare Systems is entitled to terminate the agreement and require the immediate return of provided rental dispensers.
17. The service charges payable under this Agreement may be adjusted from time to time by the Company, at any time on or after the first anniversary of the installation date, to reflect cost changes in providing the service.
18. This Agreement is binding for an initial period of **24** months commencing on the date of installation or renewal of Agreement. After the initial period, the agreement will continue until either party gives the other 3 months written notice of termination.
19. If this Agreement covers Services which are, at the date of this Agreement, already being provided to the Client by the Company under an earlier dated Agreement, then with effect from the Agreement Date of this Agreement the Terms and Conditions contained in this Agreement shall replace and supersede all previous Agreements for those particular services.
20. Notwithstanding anything else in this Agreement, if the client breaches any Terms and Conditions of this Agreement, the Company may at its option immediately terminate this Agreement by notice in writing to the Client.
21. Upon termination of this Agreement by either party in any manner or for any reason (or in the event of the Equipment is dealt with in a way which is inconsistent with Company's ownership of it) the Company shall become entitled to immediate possession of the Equipment and shall also be entitled to remove the Equipment, wherever situated, without further obligation to the Client. The client hereby permits the Company, its servants or agents to enter and remain upon its premises in order to take all necessary action to remove the Equipment.
22. To the extent permitted by law and the Terms and Conditions contained in this Agreement comprise the whole Agreement between the parties and shall override any Terms and Conditions inconsistent herewith which the Client may seek to introduce (including by way of purchase order or other written or verbal representation) whether occurring before or after the Agreement Date.
23. The Client and the Company agree to be bound by these Terms and Conditions.

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