



Terms Of Engagement **(Service Agreement)**

BACKGROUND

MBM Plumbing Pty Ltd is a family owned and operated business with over 18 years' experience providing high-quality plumbing services to homeowners, commercial businesses, property managers, facility managers and builders.

Please read this Service Agreement ("Agreement") carefully. This Service Agreement is a legally binding contract and outlines the terms and conditions under which you agree to engage our services.

While it is expected, you will sign and return this Agreement to us, you are deemed to have accepted this agreement when you accept our quote and instruct us to proceed with your plumbing requirements.

Please contact us if you would like to discuss any aspect of this agreement.

CONTACT DETAILS Our contact details are:

MBM Plumbing Pty Ltd ABN 34 133 113 676

Phone: 0433185711

Email: mbmplumbing@live.com.au

Website: www.mbmplumbing.com.au

1. APPLICATION OF THESE TERMS AND CONDITIONS

You agree that prior to placing a service request or accepting a quote to proceed with plumbing services with MBM Plumbing Pty Ltd ("MBM Plumbing"), you have read and agreed to the terms and conditions in this Agreement.

For the purposes of this Agreement,

- The "Contractor" is MBM Plumbing Pty Ltd ABN 34 133 113 676 its successors and assigns and any person acting on behalf of and with the authority of MBM Plumbing Pty Ltd and may be referred to as either and interchangeably in this Agreement;
- You, ("the Customer") are the person or business entity named on the Work Authorisation/Quote provided by the Contractor and may be referred to as either and interchangeably in this Agreement;
- "Goods" means plumbing products and associated components as more particularly described on the Contractor's quotes, tax invoices and other paperwork supplied to the Customer;
- "Site" means the place where the Contractor's work will be carried out;
- and "Australian Consumer Law" means the Australian Consumer Law set out in schedule 2 of the Competition & Consumer Act 2010 (Cth) as amended from time to time.

2. QUOTES

Customised quotes are provided for all services, except for call outs, emergency services or if an hourly rate has been negotiated.

You will be provided with a quote specifying the work required to be done in order to fulfil your instructions and an estimate of our charges for the performance of such work.

- If during the course of any authorised work, we discover any defect in any part of the premises or the existing installations which makes it impracticable for us to continue our work under this contract without repairing or replacing any part of the said premises or installation (MBM Plumbing shall be the sole judge thereof) this shall be extra and be charged at an hourly rate.
- MBM Plumbing shall not be liable for any loss or damage resulting from insufficient or defective foundations, walls or other surfaces not erected by us.
- Unless specified in written quote; rock excavation, shale excavation, trench shoring, tree or root removal, dewatering or supportive work such as pier & beams for filled or made up ground will be charged out as a variation of the original price. The quotation is based on the excavation of clean soils only, unless otherwise specifically stated in writing.
- Existing soils shall be returned to excavated areas where possible & ground shall be left filled. Landscaping and concrete works are not included unless stated in quote. All concrete, paving and landscape works including shrub/plant & lawn replacement will be treated as a variation as set out in this document.
- This quote does not include the removal of any leftover dirt/spoils/rock from excavations.
- This quote does not include removal of any rubbish from site.
- All drainage/fall requirements are subject to being able to obtain correct gradients and accessibility. If rock, soft spots and contaminated materials etc. are to be in path of drainage this will be removed at an additional cost to the Customer.
- Where camera, drain inspection or plumbing equipment becomes jammed, lodged or damaged in the customers drain it will be removed, repaired or replaced at the customers expense. MBM Plumbing will be entitled to take reasonable action to retrieve such items. The Customer agrees to pay the cost of the removal of the equipment including any excavation and restoration work.
- It is the responsibility of the Customer to ensure that all necessary permits, permissions or authorisations are obtained for the work carried out on site.
- MBM Plumbing will not be responsible for any services that are damage under/above ground, which haven't been marked out or are on existing plans.
- This quote does not include supply of any tap ware, plumbing fixtures, white goods or appliances unless stated in quote. These can be supplied upon request.
- This quote does not include other trades/professionals such as but not limited to electrician, carpenter, cabinet maker, tiler unless stated in quote.
- This quote does not include traffic management or scaffolding unless stated in quote.

Acceptance by the Customer

MBM Plumbing may not commence work on your service requirements until the quote has been accepted by you either by signing and returning a true copy of the quote, clicking to accept the quote that has been sent via Xero, and/or work authorisation form accompanied with a purchase order number (if applicable).

A signed facsimile or scanned copy of the quote will be binding for the purposes of these terms and conditions.

Quotes are valid for thirty (30) days only, unless an extension has been authorised by MBM Plumbing.

In acceptance of the quote, you warrant that you have not relied on any representation by the MBM Plumbing other than as supplied in writing in the quote.

3. SERVICES

MBM Plumbing provides a range of services to meet the plumbing requirements of domestic and commercial clients.

You agree to the services requested by you and described in your customised quote.

Our services include but are not limited to:

NEW CONSTRUCTIONS

- Drainage.
- Roofing.
- Gas fitting.
- Water fitting.

KITCHEN PLUMBING

- Installation of kitchen appliances (fridges, gas oven/stovetops, ice makers, fridge water connections, water filters, boiling water units, waste disposal units, range hoods, dishwashers)
- Supply, installation, servicing and repair of tapware.
- Supply, installation, leak repair, and blockage clearance of sinks.

KITCHEN RENOVATIONS

- Full kitchen renovations including co-ordination of all trades and services necessary.
- Kitchen modification for accessibility or customers with special needs.

BATHROOM PLUMBING

- Supply, installation, servicing and repair of bath, shower, basin, and tapware.
- Supply, installation, servicing, repair and blockage clearance of toilets.

BATHROOM RENOVATIONS

- Full bathroom renovations including arranging co-ordination of all trades and services necessary.
- Bathroom modification for accessibility or customers with special needs.

GAS FITTING

- New Gas Line Installations.
- Installation and repairs of Gas Appliances.
- Installation of Ducted Heating, Hydronic Heaters.
- Installation of all Type A Gas Appliances and Hot Water Services.
- Gas Meter Connections.
- Supply and operation of Gas Detection Equipment.
- Supply and installation of LPG and Natural Gas Appliances.
- Conversion, repairs and replacements of Gas Stoves, (domestic & commercial) B.B.Q Services.
- Conversions, repairs, replacement and testing of Gas Lines.

CARBON MONOXIDE TESTING FOR GAS APPLIANCES

DRAINAGE SERVICES

- Installation and replacement of sewer and stormwater drains, Cutting of pipes up to 300mm in diameter.
- Clearing of Blocked Baths, Basins, Showers, Toilets, Sinks, Troughs, Floor Wastes Sewerage Systems, Downpipes, Vents, Traps & Pits.
- Cleaning of Blocked Sewer and Storm Water Drains Clearing Blocked Drains of tree roots, silt, debris and fat residue.
- High-Pressure Jet Drainage Clearing, Electric Drain clearing of roots.
- Closed circuit TV (CCTV) diagnosis and assessment of the condition of pipes.
- Location of pipes with specialized equipment.
- Complex drain and pipe replacements with the use of excavators.

HEATING SERVICES

- Supply, installation, service and repair of Hot Water System and Heating Units (Ducted heating, Wall Furnaces, Space Heater, Gas Log Fire, Solid Wood Heaters).

ROOFING

- Installation and repair of metal, zinc aluminium and Colorbond roofs.
- Repair, cracked tile replacement, leak correction of Tiled Roofs.
- Roof restoration.
- Guttering repairs and replacements.
- Spouting repairs and replacement.
- Flashing repairs and replacement.
- Down Pipe repairs and replacement.
- Roof Maintenance including anti-corrosion application.
- Roof and Guttering cleaning.
- Gutter Guard installation.
- Roof inspection.
- Insurance reports.
- Make safe procedures in emergency situations.

4. FEES AND CHARGES

Customised quotes are provided for all plumbing services, except for call outs, emergency services or if an hourly rate has been negotiated.

Quote

A quote will be charged at a callout fee.

Call out fee

A Call out fee is charged for all callouts. This fee includes:

1. the Call Out fee
2. the first hour of work

Additional time beyond the first hour is charged per ¼ hour.

Supply of Materials

Cost of materials is included in your Customised Quote.

Current Rates (Service fees and charges)

You agree to the payment described in your customised quote for your selected service or services.

After Hours Service

MBM Plumbing provides after hours and emergency call out services for all emergency plumbing works required.

After hours is defined as hours outside Business Hours Monday- Friday. 5:00pm-7:00am, Weekends and Public Holidays.

You agree to the following procedure if you request our services after business hours

1. You will be invoiced under the After-Hours rate plus call out fee.
2. The problem and scope of works will be discussed with you.
3. We will provide our assessment and advice about whether the issue or issues can be isolated and attended to during business hours or whether immediate attention is required.
4. Where immediate attention is required you agree that After Hours charges and fees will be applied, and you agree to pay the fees as assessed at the conclusion of the works.
5. Any tolls incurred travelling to Emergency Call Outs will be charged to the Customer.

5. PAYMENT

You understand and agree

1. You must, within 7 days of receiving an invoice for the scope of works specified in the customised quote and/or work authorisation form pay MBM Plumbing the total amount set out in the invoice.
2. It is your responsibility to communicate with MBM Plumbing if payment cannot be made by the due date.
3. We reserve the right to pursue any payment owing to us through a collection agency in the event you do not communicate with us and agree to pay within a reasonable time.

Emergency Call Outs

4. Emergency Call Outs require payment on the completion of works.

Payment Methods

5. Payment can be made by cash credit card, debit card, direct deposit and cheque.
6. You will be charged a 2.2% surcharge on the total invoice when paying by credit and debit card.

Deposit

MBM Plumbing may require a deposit from you where quoted fees and charges exceed \$1000.00.

Roofing projects and repair works require a deposit of 50% of the quoted fees and charges.

Where a deposit is requested by MBM Plumbing, you acknowledge that MBM Plumbing is under no obligation whatsoever to commence or undertake any work as requested by you until the deposit is received by MBM Plumbing in full and the scope of works and all contract details are finalised.

In the event of default as to payment owing to the Contractor on the part of the Customer, the Contractor shall be entitled to forfeit the deposit and claim any profit or margin contemplated by or allowed for in the contract in addition to any remedy available to the Contractor at law or in equity.

Progress Payments

MBM Plumbing may agree to progress payments or payment by instalments.

Progress payment arrangements will be detailed in your customised quote.

You agree that progress payments are payable

1. on delivery of goods/materials
2. at the completion of works outlined in the progress schedule.

When agreed progress payments are not honoured by you, MBM Plumbing reserves the right to suspend any further work until such time as the outstanding payment is paid. MBM Plumbing reserves the right to charge interest on outstanding amounts.

Building and Construction Industry Security of Payments Act 2002(VIC)

At MBM's sole discretion, if there are any disputes or claims for unpaid Goods or services, then the provisions of the Building and Construction Industry Security of Payments Act 2002(VIC) may apply.

Do and Charge (negotiated hourly rate base including materials and profit margin)

The hourly rate for 'Do and Charge' work may change should MBM Plumbing hit a major obstacle including but not limited to solid rock, requiring the hire of special equipment and if necessary, an operator to complete the work.

You agree you shall be responsible for all costs and expenses associated with such a hire and a daily hire rate shall apply.

Interest

MBM Plumbing may charge interest at the rate of two percent (2%) above the commercial lending rate of our bank or financial institution calculated on a daily basis on amounts not paid within the time specified in the agreed quote and/or work authorisation form.

You agree you must pay to MBM Plumbing any costs, expenses or losses incurred by us as a result of your failure to pay to MBM Plumbing all outstanding sums owed by you to MBM Plumbing including but not limited to any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

Credit

MBM Plumbing will only complete works and/or provide materials up to a maximum of \$10,000 whereupon an invoice will be issued with payment required within 7 days of issue of the invoice.

6. CONTRACTOR'S INDEMNITY

As the Customer you shall:

1. Ensure you, the customer, or your representative remains on the job site during the performance of our work;
2. Sign off that the work has been completed by MBM Plumbing in accordance with the quote or work authorisation form; and
3. indemnify MBM Plumbing from any claims or charges relating to damage and/or loss of property from the Site if you have not complied with the conditions specified above.

7. VARIATIONS

This quote is based on information supplied by the Customer, all variations/alterations to the scope of works must be in writing. Variations to an accepted quote or contract will incur additional costs to the Customer.

You understand and agree variations to an accepted quote or contract, including, but not limited to concrete cutting and/or drilling in excess of 200mm, will incur additional to you.

Variations within a period subject to a progress payment shall be payable at that time and no later.

8. CANCELLATION

You understand and agree that you shall reimburse MBM Plumbing for any costs, expenses or losses incurred by us should you cancel an accepted quote, contract or work authorisation for any reason.

The time for payment for such cancellation shall be seven (7) days from the Contractor's invoice.

You are liable for payment of materials ordered, machinery and/or equipment hired on your behalf that MBM has been charged for on your behalf and which cannot be returned or hire cancelled without penalty.

Where a penalty for the return of supplies or cancellation of hire applies, you will be liable for payment of any such penalty.

A restocking fee will be charged if materials/machinery/equipment has been ordered.

9. DELAY

You agree and understand that should Work at the Site be delayed beyond our control, then you shall indemnify MBM Plumbing from any increased costs, losses or expenses due to such delay.

10. DIAL BEFORE YOU DIG

You agree to assist the MBM Plumbing to obtain plans of underground pipes and cables on the Site at least 2 (two) clear working days before our proposed work on the Site. These plans can be requested from the DBYD (Dial Before You Dig) website at www.1100.com.au or phone 1100.

You agree that should you fail to provide the MBM Plumbing with the appropriate plans for the Site as specified above, you will indemnify MBM Plumbing from any claim for costs, expenses or losses from a third party, being the asset owner.

11. DELIVERY OF GOODS

Delivery of the Goods shall be made to your (the Customer's) nominated address.

You agree you are responsible for making all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

Delivery of Goods to a third party nominated by you (the Customer) is deemed to be delivered to you for the purpose of this agreement.

You agree to indemnify the MBM Plumbing from any costs incurred should Site access not be available and subsequently MBM Plumbing is unable to make the delivery.

The failure of the MBM Plumbing to deliver shall not entitle either party to treat this contract as repudiated.

MBM Plumbing shall not be liable for any loss or damage whatever due to the failure by us to deliver the Goods (or any part of them) promptly or at all.

12. SITE ACCESS

You must ensure that MBM Plumbing has safe, clear and uninterrupted access to the Site, including removal of all belongings, fragile items, furniture and fittings in the work area until the Work has been completed and MBM Plumbing is paid in full.

You agree to ensure that the site/premises are prepared and available and accessible at the scheduled date and time.

The above applies where additional trades/professionals are working on site and the work and access schedule must be arranged to ensure MBM Plumbing has clear, safe and timely access to complete our work.

Any changes to schedule within 24 hours of the commencement of scheduled work may incur additional charges.

You agree to indemnify MBM plumbing from additional costs or penalties if the completion of the Work is delayed due to interrupted Site access.

13. RISK

The risk in the Goods shall pass to the Customer upon delivery/installation of the Goods to the Customer or to a third party nominated by the Customer.

14. RETENTION OF TITLE

Notwithstanding the delivery or installation of the Goods, title in any particular Goods shall remain with the Contractor until the Customer has paid and discharged any and all monies owing pursuant to any invoice issued by the Contractor for the Goods, including all applicable GST and other taxes, levies and duties.

Where the Goods have been on-sold by the Customer, the Customer will be taken to hold the proceeds of the sale of such Goods upon trust for the Contractor and to account to the Contractor for these proceeds.

Any payment made by or on behalf of the Customer which is later avoided by the application of any Statutory Provisions shall be deemed not to discharge the Contractor's title in the Goods nor the Customer's indebtedness to the Contractor and, in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.

Bailment

The Customer acknowledges that it is in possession of the Goods solely as Bailee until payment of all invoices for the Goods is made and until that time:

The Customer must not encumber or otherwise charge the Goods;

And the Customer shall be fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery or installation of the Goods to the Customer

Repossession

The Customer hereby irrevocably grants to the Contractor the right, at its sole discretion, to remove or repossess any Goods from the Customer and sell or dispose of them, and the Contractor shall not be liable to the Customer or any person claiming through the Customer and the Contractor shall be entitled to retain the proceeds of any Goods sold and apply same towards the Customer's indebtedness to the Contractor.

If the Customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this agreement, then the Contractor may, without prejudice any other remedies it may have, repossess any Goods delivered to the Customer on any account which has not been paid in accordance with the terms and conditions herein and commence proceedings to recover the balance of any monies owing the Contractor by the Customer.

15. PERSONAL PROPERTY SECURITIES ACT 2009 (“PPSA”)

In this clause, the following words have the respective meanings given to them in the PPSA: Financing Statement, Financing Change Statement, Proceeds, Register, Security Agreement, Security Interest and Verification Statement.

The Customer acknowledges and agrees:

1. That these Terms & Conditions constitute a Security Agreement that creates a Security Interest in all Goods (and Proceeds):
 - i. Previously supplied by the Contractor to the Customer;
 - ii. To be supplied in the future by the Contractor to the Customer;
2. That the Security Interest created by these Terms & Conditions is a continuing Security Interest in all Goods (supplied now or in the future by the Contractor to the Customer) and Proceeds, which will operate (despite any intervening payment or settlement of account) until the Contractor has signed a release;
3. To waive its rights in relation to the sections listed in subsection 115(1) of the PPSA (or as otherwise amended), which will not apply (to the extent, if any, mentioned) to the Security Agreement created by these Terms & Conditions

The Customer undertakes to:

4. Keep all Goods free of any charge, lien or Security Interest except as created under these Terms & Conditions and not otherwise deal with the Goods in a way that may prejudice any rights of the Contractor under these Terms & Conditions or the PPSA;
5. Sign any further documents and provide any further information (which must be complete, accurate and up-to-date in all respects) that the Contractor may require to:
 - i. Register a Financing Statement or Financing Change Statement in relation to a Security Interest on the Register;
 - ii. Register any other document required to be registered by the PPSA; or
 - iv. Correct a defect in a statement referred to in clause 14.6(i) below;
6. Indemnify, and upon demand reimburse, the Contractor for all fees (including actual legal fees on a solicitor/own client basis), costs, disbursements and expenses in:
 - i. Registering and maintaining a Financing Statement or Financing Change Statement on the Register or
 - ii. Releasing any Goods charged thereby; and
 - iii. Enforcing or attempting to enforce the Security Interest created by these Terms & Conditions.
7. Not register, or allow to be registered, a Financing Statement or a Financing Change Statement in respect of the Goods or Proceeds in favour of a third party, without the prior written consent of the Contractor; and
8. Immediately advise the Contractor of any material change in its business details (including, but not limited to, its trading name, address, facsimile number) or business practices.

16. WARRANTY

Any warranty as to the Goods on the part of the Customer shall be limited to the written warranty provided by the manufacturer to the Customer on or before installation of the Goods.

The Contractor reserves the right to make null and void the warranty should the Goods be modified, altered, damaged or put to any undue stress other than in the way the Goods were designed to perform.

The Contractor shall not provide warranty on Goods supplied by the Customer to be used in the Work by the Contractor.

In respect of all claims the Contractor shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customer's claim.

Notice of defective work

Upon completion of the work, the Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials. The Customer agrees to notify MBM Plumbing, within forty eight (48) hours of completion of the work described hereunder of all defective work, if any. The Customer agrees that upon discovery of any allegedly defective work, the Customer shall immediately call MBM Plumbing who shall have the first opportunity to repair the alleged defective work.

The failure to allow MBM Plumbing the first opportunity to repair the alleged defective work shall void all

warranties, express or implied hereunder and relieves MBM Plumbing for any liability to the Customer. The Customer agrees and recognises that they shall not withhold any payments for allegedly defective works. MBM Plumbing is not responsible for reimbursement for work performed by any company or individual.

Plant/tree root blockages

The Customer acknowledges and accepts that the presence of plant/tree root growth and/or blockages are generally indicative of damaged pipes. Therefore, no guarantee is provided that blocked drains can be fixed by removing "plant/tree root growth" or cleaning the drain. In such cases where there is no replacement of pipes and plumbing infrastructure, no warranty is provided in relation to future blockages reoccurring.

17. LIABILITY

Non-excludable Rights

The parties acknowledge that, under the Australian Consumer Law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of the goods and services which cannot be excluded, restricted or modified by the Agreement ("Non-excludable Rights").

Disclaimer of Liability

The Contractor disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Contractor for a breach of a Non-Excludable Right is limited, at the Contractor's option, to the supplying of the Goods and/or any services again or payment of the cost of having the Goods and/or services supplied again.

Indirect Losses

Notwithstanding any other provision of these Terms and Conditions, the Contractor is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for:

- Any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the Contractor's failure to complete or delay in delivering the Goods or completed the work.

Unexpected Events

The Contractor will have no liability to the Customer in relation to any loss, damage or expense caused by the Contractor's failure to deliver the Goods or complete the work as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of the Contractor's normal suppliers to supply necessary material or any other matter beyond the Contractor's control.

18. PRIVACY

The Customer hereby authorises the Contractor to collect, retain, record, use and disclose consumer and/or commercial information about the Customer, in accordance with the Privacy Act 1988 and the requirements of the General Data Protection Regulations (GDPR) , to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Contractor, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.

The Contractor may give information about the Customer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Customer's credit file.

This information may be given before, during or after the provision of credit to the Customer and will be in accordance with the Privacy Act 1988 and the GDPR.

19. SECURITY & CHARGE

The Customer hereby charges all property both equitable and legal, present or future of the Customer in respect of any monies that may be owing by the Customer to the Contractor under the terms and conditions or otherwise and hereby authorises the Contractor or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Customer at any time.

20. DISPUTE RESOLUTION

Without prejudice to either party's statutory rights under the Building and Construction Industry Security of Payments Act 2002 (VIC), either party may refer any dispute under, or arising out of, this contract to the Domestic Building Dispute Resolution Victoria (DBDRV) or Institute of Arbitrators & Mediators Australia, for resolution under the Rules of the Construction Industry Dispute Resolution Scheme, whichever is appropriate. Each case will first be referred to a Conciliator appointed by the Institute unless each party wishes to proceed directly to arbitration. If the conciliation is not satisfactorily concluded within six weeks or if the parties want to proceed directly to arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.

21. GENERAL MATTERS

The Customer agrees to MBM Plumbing displaying their business signage at front of premises for duration of the works that MBM Plumbing are undertaking.

No Waiver

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

Severability

Any provision in these Terms and Conditions which is invalid, cannot be read down and is capable of being severed to the extent of the invalidity or unenforceability will not affect the remaining provisions of these Terms and Conditions.

Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the State of Victoria, and the parties submit to the exclusive it's in respect of any proceedings in connection with these Terms and Conditions.

Signature: Date:

Signature: Date: