



CMW Trading Pty Ltd t/as
Condingup Machinery Wreckers
ABN: 27 628 016 393
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Terms and Conditions – Quarantine Cleaning

Condingup Machinery Wreckers is approved by the Director General of the Department of Agriculture and Food, Western Australia as a registered Quarantine Cleaning Facility. Our facility number is 0819.

Any, and all quotes or estimates for cleaning are based on the expectation that used vehicles / equipment are cleaned to Australian quarantine guidelines at the point of origin. If any items arrive at our facility NOT cleaned to the guidelines the machine in question will be inspected by one of our employees and a timeframe for cleaning will be provided to the owner. The timeframe provided is an estimate only and while all care is taken to complete work within this timeframe it will be noted that at times the estimate may take longer than originally quoted. The cleaning of plant and equipment crossing the WA/SA border, in accordance with the Department of Agriculture and Food – Western Australia (WAQIS) requirements, typically comprises high pressure air and/or water cleaning systems.

DISCLAIMER OF LIABILITY

Whilst every care is taken, Condingup Machinery Wreckers accepts no responsibility for any damage that may be caused to the plant and/or equipment that may be attributable to the method of cleaning employed. Condingup Machinery Wreckers will not and cannot take responsibility for any water ingress to sensitive parts of vehicles / equipment or damage caused indirectly during the cleaning process.

Removal of parts: When removing parts and panels to provide access for inspection, Condingup Machinery Wreckers will take the upmost care and respect to ensure all panels and bolts removed by staff are replaced in the same condition as removed. ***It is the responsibility of the owner of the items or a representative to check the condition and work scope of each item prior to or immediately when delivered to CMW Trading's premises.***

CHARGES

The minimum rate charged for cleaning of any quarantine item is \$130 per hour + GST when the machine only requires one person to work on it. The charge will increase by \$80 per hour when additional cleaners are required. The customer will receive an 'estimate to clean' outlining an approximate time frame for completion and understand and agree that it is an estimate only. Once signed by the customer, the estimate is deemed 'accepted' and all terms and conditions are binding. Waste removal is charged per bag and will vary depending on much debris is removed. Each bag is charged at \$30 + GST which includes our Environmental Levy Fee.

Our employees will take every reasonable effort to have the machine ready as quickly as possible.

TERMS OF PAYMENT

All work performed will be on COD (cash on delivery) basis unless prior credit terms have been applied for and accepted. ***Items will not be released until full payment has been made.***

Established credit terms: The customer agrees that ALL invoices will be paid within Thirty (30) days of receiving invoice. The customer also agrees to pay any legal cost associated with any legal actions that may be taken in the event that the amount is not paid within the prescribed time.

If payment goes outside our terms (i.e., 30 days +) Condingup Machinery Wreckers may refuse credit for any future work.

INSURANCE

Condingup Machinery Wreckers takes every precaution to safeguard the customers commodity(s), supplying a locked secure yard and has monitored motion sensor cameras operating 24hrs / 7 days a week. **It is the customers responsibility to carry their own insurance** to guard against theft or malicious damage.

PROCEDURE FOR DEALING WITH ANGRY OR ABUSIVE CUSTOMERS

At Condingup Machinery Wreckers, we believe that our customers have a right to be heard, understood and respected. We also believe that our staff have the right to work in a safe environment, free from any abuse or harm caused by others.

All discussions will be conducted in a civilized manner to explain QWA procedures and to resolve any issues that may arise. The customer is asked to respectfully do the same.

Interruptions while a staff member is talking will not be tolerated and the same respect will be shown to the customer. The customer is asked to be patient and listen carefully to what the staff member is trying to explain about WA quarantine laws and the standard of cleanliness required. If the customer tries to talk over the top of the staff member, interrupts the conversation, repeatedly uses bad language or threatens staff, the conversation will be immediately terminated, and the incident will be reported to QWA for investigation and or subsequent follow up.

If a customer still insists on being angry or abusive after terminating the conversation and continues to contact staff, the customer will be asked to formally lodge their complaint/grievance in a writing and NO further communications with them will be conducted over the phone or in person. This method is to enable Condingup Machinery Wreckers to have an audit trail for all communications for future reference.

If a customer visits our premises and is difficult or hostile to any staff member the customer will be asked to leave the premises immediately, if the customer does not comply all staff members have been instructed to call the police.

There are a range of actions we consider to be unacceptable, which can be best grouped as follows:

- Aggressive or abusive behaviour; and
- Unreasonable demands and/or unreasonable levels of contact.

Aggressive or abusive behaviour

- We understand that people can become angry when they feel that matters about which they feel strongly are not being dealt with as they wish. If that anger escalates into aggression or abuse towards our staff, we consider that unacceptable.
- Aggressive or abusive behaviour includes language (whether verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. We also consider inflammatory statements, remarks of a discriminatory nature and unsubstantiated allegations, to be abusive behaviour. Where a customer is aggressive or abusive, we may decide to:
 - Advise the customer that we consider their actions offensive, unnecessary and unhelpful and ask them to stop;
 - End telephone calls / appointments / meetings;
 - Terminate all direct contact with the customer;
 - Notify the police. This will always be the case if physical violence is used or threatened; and
 - Take any other action that we consider appropriate to the circumstances.

Unreasonable demands and / or unreasonable levels of contact

- A demand becomes unacceptable when it starts to impact excessively on the work of our staff, or when dealing with the matter takes up an excessive amount of time and in so doing, disadvantages other customers.
- Where a customer is unreasonably demanding, repeatedly contacts us in person, by phone, email etc., we may decide to:
 - Limit contact to telephone calls from the person at set times on set days;
 - Restrict contact to a nominated member of staff who will deal with future calls or correspondence;
 - See the person by appointment only;
 - Restrict contact to written correspondence only;
 - Take any other action that we consider appropriate to the circumstances.

Taking action

- Before we take any action, we will give the customer the opportunity to modify their behaviour. If the behaviour continues, we will take action as set out in this document.
- Customers will be told in writing why a decision has been made, what the alternative arrangements will be and the length of time that these restrictions will be in place

STORAGE

Unless prior arrangement has been made:

Any, and all items not collected within 48hrs of completion of work or left for Condingup Machinery Wreckers to safeguard will be subject to a storage charge. Storage cost for any item start at \$50 + GST per day. This includes weekends / public holidays and the day the commodity leaves our yard.

If during this time the items must be moved to accommodate our other work, additional costs for movement will be incurred. Costs quoted are set out in 15min blocks:

- Labour per person \$26
- Forklifts 2-4t \$55 and
- 7-10t \$75
- Crane hire cost + 20%

The items will not be released until all moneys owing are paid in full.

Condingup Machinery Wreckers is not responsible for the customers commodity being subject to a quarantine notice, the person responsible is the importer.

NO persons are allowed to enter the quarantine yard without being accompanied by an Condingup Machinery Wreckers staff member, refer to the Agricultural Management Act: 2007

All persons MUST report to the office at 157 Norseman Road, CHADWICK WA 6450.

I _____ of _____
Name Business Name

hereby accept;

- i. the validity of this disclaimer in contracting Condingup Machinery Wreckers to perform this cleaning service; and
- ii. that no warranty is provided or implied.

Signed Name

Position Date
For and on behalf of Condingup Wreckers