

Term and Conditions

An agreement made between the service Provider (ChimChim Chimney Sweeps) and the Client. It is hereby agreed as follows:

PAYMENTS BY CLIENT

1. The Client shall pay to the Provider as payment for the service provided as referred to either verbally or in writing.
2. The Provider may request a deposit from the Client as security over the amount agreed for services and any other costs or fees which the Client may become liable to pay in accordance with the terms and conditions as laid down here.
3. In addition to the payment specified in clause 1 above, the Client acknowledges that s/he shall be liable to pay the provider for any applicable additional charges. These include charges for travel, late cancellation, inability to access the property and administration costs relating to these charges.

PAYMENT OF CHARGES

1. The hirer hereby irrevocably and unconditionally agrees to pay the Provider in full, by means of cash cheque or EFTPOS all charges and other sums acknowledged by these terms and conditions
2. Full payment, unless agreed in advance of the service commencing, is required immediately on completion of the service.
3. If the Client fails to make full payment of any charge to the Provider, the Client shall pay to the Provider:
 - a) If required by the Provider, interest on all outstanding charges at a rate of 12% per annum (or such other rate as the Provider may specify) but only if the sum unpaid remains unpaid for at least 14 days. Payment received will be credited first against any accrued but unpaid interest
 - b) The Provider's costs of recovering or attempting to recover from the Client outstanding charges, including any agent's costs, and legal costs on a full indemnity basis
 - c) An administration fee of up to \$75 plus GST to cover the Provider's costs in dealing with the non-payment or late payment
4. Clients are entitled to query any charging by the Provider pursuant to the Terms of this agreement, and the Provider shall treat any such query in good faith with a view to resolving any misunderstandings amicably and promptly.

CLIENT OBLIGATIONS

5. The Client shall ensure that:
 - a) The fire is cool enough for the Provider to complete the service
 - b) The property is accessible, either through the Client's attendance in person, by a representative of the Client, or that details regarding access to the property are provided to the Provider at least 24 hours prior to the service commencing
 - c) That any hazards are notified to the Provider in advance of the service commencing. This includes but is not exclusive to physical hazards and animals requiring restraint.

PROVIDER OBLIGATIONS

6. The Provider shall provide a service as agreed with the Client
7. The Provider will inform the Client of the scope and nature of service
8. The Provider will provide the Client with an approximate time for the service, one calendar day prior to the service commencing, acknowledging that there may be conditions which mean that the communicated service time may change.

CANCELLATION POLICY

9. If the Client cancels the service within 24hrs of the service commencing, with reference to clause 8 above, the Client is liable for 100% of service charge.
10. If the Provider is unable to perform the service due to non-adherence of clause 5 above the Client is liable for 100% of the service charge.
11. Cancellation charges are payable within 7 days of the date of cancellation.
12. If the Provider is unable to attend on the agreed day they will arrange another suitable time, agreeable to the Client within one calendar week of the original service date.

ACCEPTANCE OF TERMS AND CONDITIONS

13. The Client agrees to be bound by all of the terms and conditions as laid down in this document.

COMPETITION ELIGIBILITY

14. The competition is open to any Client who books a chimney sweep in the months of August, September, and October 2020. It is not eligible to residents in managed properties by third-party management companies.
15. Eligible sweeps may be booked for completion by the 30th November 2020
16. Relatives of either owners or employees of either ChimChim Chimney Sweeps or City Firewood are illegible to take part in the competition
17. Client is defined as a paying Client with no outstanding account with either ChimChim Chimney Sweeps or City Firewood.

THE PRIZE

18. Each prize is for one lot of 3m³ of Blue Gum wood supplied by City Firewood that will be delivered to the clients address at a predetermined date agreed upon by ChimChim Chimney Sweeps, City Firewood, and the client.
19. There are a total of 3 lots of 3m³ of wood, one each per the months of August, September, and October 2020.
20. The winner will be drawn on the last day of each month from all eligible entrants for that month in the presence of an independent verifier
21. Entries do-not roll over month to month
22. The winner will be contacted by either phone or email within 48hrs of the draw taking place
23. The winner agrees to their name and image being used in subsequent marketing material, both in print and online, by ChimChim Chimney Sweeps and City Firewood.