

These terms form part of every quote, work order, booking confirmation and approved variation issued by the legal entity trading as Adaptable Leak Detection identified in that document (ALD). Together, those documents are the Engagement Documents.

KEY TERMS AT A GLANCE

SPECIALIST INVESTIGATION

Leak detection is an evidence-based diagnostic process. Conditions may mean that not every leak, exact source or pathway can be identified in one visit.

SCOPE AND REPAIRS

ALD tests only the areas and systems in the agreed scope. Repairs, demolition, excavation and reinstatement are excluded unless the Engagement Documents say otherwise.

ACCESS AND TESTING

The Client provides safe access, power and water, discloses hazards, and notifies occupants. Material invasive work, tracer gas or flood/static/dye testing requires prior approval.

CHARGES AND LEGAL RIGHTS

Quoted inclusions, variations and payment terms apply. Even if a leak is not found, the agreed minimum charge, chargeable time onsite and materials remain payable. Nothing excludes rights or remedies that cannot lawfully be excluded, including Australian Consumer Law guarantees.

1 AGREEMENT AND PRECEDENCE

- 1.1 These terms apply when the Client books, approves or receives Services from ALD. The Client is the person or entity named in the Engagement Documents and includes an authorised owner, occupier, agent or representative.
- 1.2 The Engagement Documents comprise, in descending order of precedence: (a) any mandatory statutory contract; (b) the accepted Quote or Work Order and any specific scope, exclusions, price and payment terms in it; (c) an approved written variation; and (d) these terms. A later document changes an accepted engagement only if both parties agree or the law requires it.
- 1.3 Acceptance occurs by signature, electronic approval, payment of a deposit, written instruction to proceed, or conduct that clearly instructs ALD to commence after the Client has received these terms.
- 1.4 If the Services constitute domestic or commercial building work for which Queensland law requires a particular written contract, consumer guide, cooling-off notice or other prescribed document, that requirement applies. These terms supplement and do not replace any mandatory document.

2 AUTHORITY AND INFORMATION

- 2.1 The Client warrants that it is at least 18 years old, has authority to engage ALD and to grant access to the Site, and has obtained any owner, body corporate, tenant, neighbour or other third-party consent required for the Services.
- 2.2 The Client must give ALD complete and accurate information reasonably relevant to the investigation, including the observed symptoms, affected areas, prior leaks or repairs, known pipe routes, plans, insurance requirements, hazardous materials and any access, noise or operating restrictions.
- 2.3 ALD may rely on information supplied by the Client or third parties unless it is obviously incorrect. The Client must promptly correct information that becomes inaccurate. ALD is not responsible for conclusions affected by incomplete, inaccurate or withheld information, except to the extent ALD failed to exercise due care and skill.

3 SCOPE AND NATURE OF THE SERVICES

- 3.1 ALD provides specialist water, gas and moisture leak investigation, testing, assessment and reporting services described in the Engagement Documents. The scope is limited to the systems, areas, methods and time stated there.
- 3.2 Leak detection is a diagnostic process. ALD will exercise due care and skill and use methods it considers reasonably suitable, but a result can be affected by pipe material and diameter, depth, sleeves, cavities, insulation, acoustic reflection, background noise, weather, access, water movement, air pockets, multiple or intermittent leaks, prior damage and concealed conditions.
- 3.3 Unless ALD expressly guarantees a result in writing, ALD does not promise that every leak, the exact leak point, the complete water pathway or every contributing defect will be identified in one attendance. Complex, intermittent, low-volume or multiple leaks may require staged testing, repairs between tests, monitoring or return visits.
- 3.4 A visible wet area, moisture reading, sound or tracer-gas response may be displaced from the actual source because water, gas, sound and vapour can track through structures and the ground. Any marked location is an evidence-based opinion and, unless expressly stated otherwise, indicates an investigation or access zone rather than a surveyed point.
- 3.5 Repairs, demolition, excavation, drying, mould treatment, electrical work, engineering advice, waterproofing certification and reinstatement are excluded unless expressly included in the Engagement Documents.

4 TESTING METHODS AND APPROVALS

- 4.1 ALD may use visual inspection, acoustic equipment, pressure or static testing, thermal imaging, moisture meters, cameras, dyes, tracer gas, line locating and other accepted diagnostic methods appropriate to the agreed scope.
- 4.2 Testing may require water, gas or other services to be isolated, depressurised, drained, capped or taken out of use. The Client must notify affected occupants and businesses. ALD will explain any material interruption that is reasonably foreseeable.
- 4.3 ALD will obtain the Client's express approval before material invasive access, demolition, excavation, coring, test holes, flood/static/dye testing, tracer gas use, hired access equipment or other work likely to cause material cost or physical impact, unless the Engagement Documents already describe and authorise it or immediate action is required by law.
- 4.4 Approved dye, flood, static, pressure and tracer-gas testing can reveal pre-existing defects and may cause temporary staining, water ingress, movement of moisture or gas through unexpected paths, or failure of already weakened components. ALD will take reasonable precautions but cannot eliminate these inherent risks.
- 4.5 If the Client declines a reasonably recommended test or limits access, ALD may stop or narrow the investigation, record the limitation and invoice for Services and committed resources supplied. Any further investigation will be separately agreed.

5 SITE ACCESS, PREPARATION AND SAFETY

- 5.1 The Client must provide timely, safe and lawful access to all required areas; a responsible contact; adequate lighting; working water and electricity where needed; access to meters, valves, fixtures, plant rooms, roof spaces and manholes; and any site induction or permit information before attendance.
- 5.2 The Client must make the Site reasonably ready, including moving fragile or valuable items, securing pets, controlling disruptive noise where acoustic testing is planned, and ensuring pools, tanks or systems are at any operating level and condition ALD specified before the appointment.
- 5.3 The Client must disclose known asbestos, lead, silica, mould, contamination, confined spaces, unsafe structures, aggressive persons or animals, electrical risks and other hazards. ALD may refuse or stop work if conditions are unsafe, unlawful or materially different from those disclosed.
- 5.4 Before any ground penetration or excavation, the Client must provide available plans and clearly identify known underground services. BYDA plans and electronic locating are guides only and do not remove the need for safe excavation practices, service proving or potholing by appropriately qualified persons.
- 5.5 If ALD's scope includes pipe or service locating, the result is indicative and subject to equipment and site limitations. ALD does not warrant that every underground service will be detected or that a marked line gives exact depth or alignment unless the Engagement Documents expressly state a certified locating standard.

6 QUOTES, ESTIMATES, PRICING AND GST

- 6.1 Prices, minimum engagement, included time, travel, consumables, plant, report format and payment terms are as stated in the Quote or Work Order. Prices include GST only where stated.
- 6.2 ALD's fees are for specialist attendance, investigation and resources, not a guaranteed outcome. Even if a leak or its source is not found, the applicable minimum charge remains payable, together with all chargeable time spent onsite and all materials and consumables supplied or used, in accordance with the Quote or Work Order.
- 6.3 A fixed quote applies only to its stated scope and assumptions. An estimate is a reasonable forecast, not a fixed price. If no fixed price is stated, Services are charged on the agreed time-and-materials or schedule-of-rates basis.
- 6.4 Unless stated otherwise, pricing excludes concealed conditions, after-hours work, parking and tolls, permits and authority fees, specialist access equipment, additional technicians, third-party laboratory or consultant costs, tracer gas and other consumables beyond stated allowances, repairs, removal of waste and reinstatement.
- 6.5 A Quote is valid for the period stated in it. If no period is stated, it is valid for 30 days. ALD will not change the price of an accepted fixed scope merely because its rates later change.
- 6.6 Any deposit will be no more than permitted by applicable law and will be credited against the final amount. ALD need not reserve specialist resources or commence until an agreed deposit is received.

7 VARIATIONS AND UNFORESEEN CONDITIONS

- 7.1 A variation is a change to the scope, method, assumptions, timing or resources, including additional areas, return visits, concealed conditions, inaccessible components, hard material, failed isolation valves, unsafe conditions, Client delay or a request for extra testing, repair or reporting.
- 7.2 ALD will describe the reason and price or pricing basis and obtain approval before carrying out a material variation. Approval may be written, electronic or recorded oral approval where lawful. If approval is not given, ALD may stop at a safe point and invoice the original Services and committed costs.
- 7.3 If an unforeseen condition creates an immediate risk to people, property or essential services, ALD may take reasonable steps to make the Site safe only where authorised by the Client, required by law or reasonably necessary in an emergency. ALD will notify the Client as soon as practicable and itemise the cost.

8 ATTENDANCE, POSTPONEMENT AND CANCELLATION

- 8.1 Appointment times are estimates because earlier investigations may be unpredictable. ALD will use reasonable efforts to attend within the agreed window and will communicate material delays.
- 8.2 If ALD attends but cannot start or complete because the Site is not ready, access or authority is unavailable, a required service cannot be isolated, information or Client-supplied items are missing, or conditions are unsafe, the Client must pay for time, travel and committed resources reasonably incurred. ALD will explain any further rebooking cost before returning.
- 8.3 For a Client cancellation or postponement on less than 24 hours' notice, ALD may charge the lesser of: (a) the cancellation amount stated in the Engagement Documents; and (b) ALD's reasonable loss and non-recoverable committed cost after taking reasonable steps to mitigate it. No cancellation charge applies where ALD cancels or where the law prohibits the charge.
- 8.4 Neither party is liable for delay caused by events outside its reasonable control, but must notify the other, mitigate the effect and resume performance when reasonably possible. The Client may end the affected engagement if delay becomes substantial, subject to paying for Services and non-cancellable costs already supplied or reasonably committed.

9 INVOICES AND PAYMENT

- 9.1 The Client must pay the amount and by the due date stated in the Engagement Documents. If no due date is stated, a residential Client must pay on completion of the attendance and a commercial Client within 7 days of invoice.
- 9.2 ALD may invoice agreed deposits, completed stages, time-and-materials Services, approved variations and completion amounts. The Client must raise a genuine invoice query promptly and pay any undisputed amount by the due date.
- 9.3 Any card or payment-method surcharge will apply only where lawful, disclosed before payment and no higher than the amount permitted by law. ALD will offer any surcharge-free payment method stated on the invoice.
- 9.4 If an undisputed amount remains overdue, ALD may, after reasonable notice, suspend further Services and recover reasonable third-party debt recovery costs actually incurred to the extent permitted by law. ALD will not register a charge or caveat over the Client's property under these terms.

10 FINDINGS, REPORTS AND RECORDS

- 10.1 Any report records ALD's professional observations and opinions for the agreed purpose, scope, access and conditions at the inspection time. It is not a guarantee against future leaks and does not cover untested areas or conditions that were concealed, inactive or materially changed.
- 10.2 The Client must read the whole report, including limitations and recommendations, and take reasonable steps to prevent further loss. Urgent safety or mitigation recommendations should be acted on promptly using appropriately licensed contractors.
- 10.3 A report is prepared for the Client and nominated purpose. An insurer, purchaser, tenant, contractor or other third party should not rely on it for a different purpose without ALD's written agreement and may need its own inspection or professional advice.
- 10.4 Unless the Engagement Documents say otherwise, test data, field notes, thermal or moisture readings and photographs are supporting information rather than exhaustive records. ALD may retain them for legal, insurance, quality and business record purposes in accordance with applicable privacy law.

11 REPAIRS, REINSTATEMENT AND OTHER CONTRACTORS

- 11.1 Detection and repair are separate unless both are included in the Engagement Documents. A repair quote may change after safe access exposes the defect or additional damage.
- 11.2 Cutting, lifting, drilling, excavation or removal of finishes may require patching, painting, tiling, waterproofing, landscaping, concreting or other reinstatement. Those works and costs are the Client's responsibility unless expressly included.
- 11.3 ALD is not responsible for the work, delay or advice of an insurer, builder, plumber, engineer, waterproofing contractor or other third party not engaged and controlled by ALD. If another contractor opens or repairs the suspected area, that contractor must independently verify safe access, services and repair requirements.
- 11.4 Where one significant leak masks another, additional testing may be required after the first repair or isolation. That further work is a new or varied service, not evidence that the initial service lacked due care and skill.

12 CONSUMER GUARANTEES, WORKMANSHIP AND COMPLAINTS

- 12.1 Nothing in the Engagement Documents excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law. Services will be provided with due care and skill and, where the law implies them, fitness for a disclosed purpose and within a reasonable time.
- 12.2 Manufacturer warranties apply to products and equipment supplied. ALD will reasonably assist the Client to pursue a valid manufacturer warranty. Any ALD workmanship warranty stated in a Quote is additional to, and does not replace, statutory rights.
- 12.3 The Client should notify ALD promptly, ideally within 7 days after becoming aware of a concern, with details and reasonable access to inspect. This requested notification period does not limit any non-excludable legal right.
- 12.4 Except where urgent action is reasonably required to protect safety or property, the Client should give ALD a reasonable opportunity to inspect and, where legally appropriate, remedy an alleged defect before engaging another provider. If the concern is outside the original scope, caused by changed conditions or is a new leak, ALD may propose a charge before re-attending.

13 LIABILITY AND ALLOCATION OF RISK

- 13.1 Each party is responsible for loss it causes by breach, negligence or unlawful conduct, subject to applicable law. Liability is reduced to the extent the other party or a third party caused or contributed to the loss or failed to take reasonable steps to mitigate it.
- 13.2 To the extent permitted by law, neither party is liable to the other for indirect or consequential loss that was not reasonably foreseeable when the engagement was accepted, including loss of profit, revenue, opportunity or business interruption. This clause does not exclude liability that cannot lawfully be excluded.
- 13.3 ALD is not liable merely because a leak continues, a further leak appears, a repair is more extensive than expected, an insurer declines a claim, or a third party interprets a report differently, provided ALD supplied the Services with the care and skill required by law.
- 13.4 Any Client indemnity under the Engagement Documents is limited to loss reasonably caused by the Client's breach, negligence, unlawful act, inaccurate information or failure to obtain authority, and does not extend to loss caused by ALD.

14 PROPERTY CONDITION AND INHERENT RISK

- 14.1 The Client acknowledges that existing water ingress, corrosion, age, movement, brittle fittings, poor workmanship, non-compliant construction, defective waterproofing and weakened materials may fail or become apparent during reasonable testing or handling.
- 14.2 ALD will take reasonable care of the Site. ALD is not responsible for pre-existing damage or unavoidable consequences of an approved method performed with due care and skill. ALD remains responsible for direct damage it causes through a failure to exercise the care and skill required by law.
- 14.3 The Client should photograph or identify unusually fragile, high-value or sensitive property before work and move it where reasonably possible. ALD will consider reasonable written handling instructions given before attendance.

15 INSURANCE AND CLAIMS

- 15.1 The Client remains responsible for notifying its insurer, protecting the property from further loss and confirming any insurer requirements. ALD does not warrant that an insurer will accept a report, scope, method, repair or claim.
- 15.2 If an insurer, loss adjuster or property manager is involved, the Client remains liable for ALD's fees unless that third party accepts direct payment responsibility in writing. An insurer's delay or refusal does not extend the invoice due date unless ALD agrees in writing.

16 PRIVACY, PHOTOGRAPHS AND INTELLECTUAL PROPERTY

- 16.1 ALD may collect and use contact, property, service, payment and investigation information reasonably required to quote, perform, document and administer the Services; meet legal, safety and insurance obligations; and handle complaints. ALD will protect that information and use or disclose it in accordance with applicable privacy law.
- 16.2 ALD may take operational photographs, video, thermal images and readings where reasonably necessary to perform or document the Services. ALD will avoid capturing identifiable people or unrelated personal items where reasonably practicable.
- 16.3 ALD will not publish a Client's name, address, identifiable images or job details for advertising, social media or case studies without separate, informed consent. Refusing marketing consent does not affect the Services.
- 16.4 ALD retains copyright in its templates, methods, diagrams and reports. Once paid, the Client receives a non-exclusive licence to use the report for the agreed purpose, property, insurer and repair process. The Client must not alter a report in a misleading way or remove its limitations.

17 PERSONNEL AND SUBCONTRACTORS

- 17.1 ALD may use appropriately qualified employees, contractors, laboratories or specialist consultants to supply part of the Services. ALD remains responsible for Services it subcontracts to the extent required by law.
- 17.2 The Client must not direct ALD personnel to perform work outside the agreed scope or in an unsafe or unlawful manner. Scope changes must be approved through ALD's authorised contact.

18 SUSPENSION AND TERMINATION

- 18.1 ALD may suspend or end Services on reasonable notice if the Client fails to provide safe access or required authority, materially breaches the Engagement Documents, does not pay an undisputed overdue amount, behaves abusively, or asks ALD to act unlawfully or contrary to professional obligations.
- 18.2 The Client may end the engagement by notice, subject to clause 8 and payment for Services supplied and reasonable non-cancellable commitments made before termination.
- 18.3 On suspension or termination, ALD will leave the Site reasonably safe, provide any completed paid deliverable, and refund any prepaid amount for Services not supplied after deducting amounts properly due, subject to applicable law.

19 DISPUTE RESOLUTION

- 19.1 A party raising a concern must give the other reasonable details. A person with authority from each party will confer in good faith, usually within 7 business days, to try to resolve it.
- 19.2 If unresolved, either party may propose mediation before court proceedings. Nothing prevents urgent relief, a complaint to a regulator or tribunal, recovery of an undisputed debt, or use of a non-excludable consumer remedy.

20 GENERAL

- 20.1 Notices and approvals may be given by email, electronic acceptance platform, SMS or another method used by the parties for the engagement, provided the communication is reasonably identifiable and retained.
- 20.2 If a provision is invalid or unenforceable, it will be read down to the minimum extent necessary or severed, without affecting the remaining provisions. A failure or delay to enforce a right is not a waiver.
- 20.3 These terms are governed by the laws of Queensland and the Commonwealth of Australia. The parties submit to courts and tribunals with jurisdiction there, subject to any mandatory right to bring a claim elsewhere.
- 20.4 A new version of these terms applies only to an engagement accepted after the Client receives that version. It does not retrospectively change an existing accepted engagement.

QUESTIONS BEFORE YOU ACCEPT?

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