MouldMen Pty Ltd Terms and Conditions of Trade

MouldMen Pty Ltd (ABN 96 167 760 992). Version 3. Effective 23 October 2026.

1. Definitions

1.1 "MouldMen" means MouldMen Pty Ltd (ABN 96 167 760 992), its successors and assigns, or any person acting on behalf of and with the authority of MouldMen Pty Ltd.

1.2 "Client" means the person or entity who accepts a Quotation or requests Services from MouldMen, and:

(a) if there is more than one Client, is a reference to each Client jointly and severally;

(b) includes the Client's authorised representatives appointed under clause 4, who may bind the Client but are not themselves liable under this Agreement unless they accept a Quotation in their own name or clause 2.4 applies.

1.3 "Property Manager" means a real estate agent or property management agency who accepts a Quotation or requests Services in respect of a property it manages. Where a Property Manager accepts a Quotation:

(a) the Property Manager warrants that it has the owner's authority to do so and to incur the Price and any Cancellation Fee on the owner's behalf;

(b) the owner is the Client unless the Property Manager accepts the Quotation in its own name or MouldMen and the Property Manager agree otherwise in writing; and

(c) the Property Manager remains responsible for communicating access arrangements, preparation requirements and any Cancellation Fee notice to the owner and occupier.

1.4 "Agreement" means these terms and conditions together with the Quotation. These terms are provided with, attached to or linked from every Quotation and are published at mouldmen.com/terms-of-trade.

1.5 "Confidential Information" means:

(a) the terms of the Quotation, this Agreement and their subject matter;

(b) any information, statements, contracts, agreements, specifications, drawings, reports, accounts or knowledge concerning the affairs of MouldMen; or

(c) information which by its nature or the circumstances of its disclosure would reasonably be regarded as confidential, whether disclosed in writing or orally;

(d) but does not include information in the public domain other than through a breach of this Agreement by the Client or its agents.

1.6 "Services" means all services supplied by MouldMen to the Client at the Client's request from time to time, including any supply of Equipment under a Hire Form.

1.7 "Business Hours" means 7:00am to 5:00pm, Monday to Friday, excluding Queensland public holidays. "Business Day" means a day on which Business Hours occur.

1.8 "Cancellation Fee" means the fee payable under clause 13.3.

1.9 "Price" means the price payable (plus any GST where applicable) for the Services as agreed between MouldMen and the Client in accordance with clause 6.

1.10 "Quotation" means a written quotation issued by MouldMen for the Services, including any quotation issued electronically.

1.11 "GST" means Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999.

2. Acceptance

2.1 The Client accepts and is bound by these terms and conditions when the Client:

(a) accepts a Quotation in writing or electronically (including by clicking an acceptance button or signing electronically);

(b) instructs MouldMen to proceed with the Services; or

(c) permits MouldMen to attend the site and commence the Services.

2.2 MouldMen will provide these terms and conditions with, attached to or linked from every Quotation. The version of these terms current at the date of the Quotation applies to that Quotation.

2.3 These terms and conditions may only be amended with the consent of both parties in writing, and prevail to the extent of any inconsistency with any other document or agreement between the Client and MouldMen, including the terms and conditions published on MouldMen's website.

2.4 Where the Client is a tenant and not the owner of the site, the Client warrants that it has obtained the owner's consent for MouldMen to provide the Services. The Client agrees that it will:

(a) on request, provide evidence of that consent; and

(b) be personally liable for payment of the Price and any Cancellation Fee, and indemnify MouldMen against any claim by the owner in relation to the Services, except where the claim arises from MouldMen's negligence.

2.5 Electronic signatures and electronic acceptance are binding provided the parties have complied with the Electronic Transactions (Queensland) Act 2001.

2.6 Where Equipment is supplied under a Hire Form, the term "Services" includes that supply, and if there is any inconsistency between the Hire Form and these terms, the Hire Form prevails in respect of the Equipment.

3. Change in Client details

3.1 The Client shall promptly notify MouldMen in writing of any change in the Client's name, address, contact numbers, email address or ownership. MouldMen is not responsible for any consequence of notices sent to details the Client has not updated.

4. Authorised representatives

4.1 Where the Client introduces a third party to MouldMen as the Client's authorised representative, that person has the full authority of the Client to order Services and request variations on the Client's behalf, until all requested Services are completed or the Client notifies MouldMen in writing that the authority has ended.

4.2 If the representative's authority is limited, the Client must advise MouldMen in writing of the limits before the representative acts.

4.3 The Client is liable to MouldMen for all costs incurred by MouldMen (including MouldMen's margin) in providing any Services or variations requested by the Client's authorised representative, subject to any limits notified under clause 4.2.

4.4 Access arrangements, preparation requirements and reschedule requests communicated by an occupier, tenant or Property Manager will be recorded against the job and treated as given on behalf of the Client.

5. Services

5.1 MouldMen treats and removes mould. MouldMen does not clean dust, dirt, grease, grime, cigarette staining or any other substance identified as not being mould. MouldMen may, but is not obliged to, advise the Client if another cleaning process may be required.

5.2 Where necessary, the Services include cutting, removing or destroying sections of wall, ceiling, cornice, skirting board or other surfaces or fittings to access and inspect internal cavities (including wall, subfloor and roof cavities). Written acceptance of a Quotation that expressly refers to such cutting is acceptance of it. MouldMen is not responsible for repair of any surface cut under this clause.

5.3 MouldMen is not responsible for:

(a) moving or rearranging furniture or possessions. Where MouldMen does so, it will only do so in the presence and with the permission of the Client or the owner of the items, and does not accept liability for resulting damage except to the extent caused by MouldMen's negligence;

(b) existing defects revealed during the Services, or any worsening of such defects as a result of the Services. Existing defects revealed will be reported to the Client on completion;

(c) harm, including death, to pets or animals on the premises during or immediately after the Services, except to the extent caused by MouldMen's negligence. The Client must remove pets from the premises before the scheduled time;

(d) damage to the site caused by any third party, including pets or other tradespeople not engaged by MouldMen;

(e) damage to paint where a treated surface is painted within the recommended 72 hour wait period, or without appropriate cleaning and sanding by a qualified tradesperson;

(f) imperfections in painting completed after the Services by any party at any time.

5.4 Where mould has been painted over, MouldMen cannot guarantee the Services on that surface and is not responsible for eliminating mould beneath paint. MouldMen will advise the Client of methods to address painted over mould where it is found.

6. Price and payment

6.1 The Price is MouldMen's quoted price, valid for the period stated in the Quotation or otherwise for 30 days, subject to clause 6.2.

6.2 MouldMen may vary the Price:

(a) where a variation to the Services is requested by the Client or is required on inspection of the site (including the number and size of rooms, stairs, lack of parking, difficult access, or an excessively unclean site);

(b) where the site is not as described by the Client, or MouldMen is delayed by a third party occupying the site; or

(c) as a result of increases in the cost of labour or materials beyond MouldMen's control, where the Services are provided more than 30 days after the Quotation.

6.3 Variations will be priced on the basis of the Quotation, detailed in writing and shown as variations on the invoice. The Client must respond to a variation within 10 Business Days; failing a response MouldMen may add the cost of the variation to the Price. Payment for variations is due on completion.

6.4 Any Cancellation Fee is payable in accordance with clause 13.3.

6.5 MouldMen may require a non refundable deposit, which will be stated in the Quotation.

6.6 Time for payment is of the essence. The Price is payable on the date determined by MouldMen, which may be:

(a) on delivery of the Services;

(b) before delivery of the Services;

(c) the date specified on the invoice; or

(d) failing any notice to the contrary, 7 days after the date of the invoice.

6.7 Payment may be made by electronic banking, credit card (a surcharge may apply per transaction and will be disclosed before payment), or any other method agreed with MouldMen.

6.8 Where the Client disputes part of an invoice in good faith, the Client must notify MouldMen in writing within 7 days of the invoice date, pay the undisputed portion by the due date, and may withhold the disputed portion until the dispute is resolved. The Client may not otherwise set off against the Price any amount claimed to be owed by MouldMen.

6.9 GST and other applicable taxes and duties are added to the Price unless expressly included.

6.10 Payment by any method other than cash is not deemed received until cleared.

7. Provision of the Services

7.1 MouldMen shall:

(a) provide the Services to the standards and requirements set out in the Quotation;

(b) exercise due care, skill and judgement, work diligently and to a high standard, and act in accordance with applicable professional standards;

(c) have regard to reasonable requirements and directions conveyed by the Client; and

(d) ensure that it and any person engaged on the Services does not engage in unethical work practices or employ workers on terms below the industrial standards applicable in the State.

7.2 Both parties shall make reasonable efforts to complete the Services in accordance with this Agreement and minimise delay. Any time stated by MouldMen for provision of the Services is an estimate only, and MouldMen is not liable for loss arising from delay. Where MouldMen cannot provide the Services at the scheduled time solely because of the Client's action or inaction, clause 13.3 applies.

7.3 Commencement or completion of the Services will be extended by a reasonable period where MouldMen gives written notice under clause 7.4 of delay caused by an event beyond MouldMen's control, including Force Majeure, or by the Client's failure to:

(a) provide clear and adequate instructions;

(b) have the site ready, including completion of prerequisite work by third parties; or

(c) notify MouldMen that the site is ready.

7.4 Where MouldMen becomes aware that it will be delayed in commencing or completing the Services, MouldMen will promptly notify the Client in writing of the cause, nature and anticipated duration of the delay and the steps it will take to contain it.

7.5 The Services are provided within MouldMen's normal trading hours. Services requested outside those hours are charged at MouldMen's current overtime rates, available on request and stated in the Quotation where applicable.

8. Client's responsibilities

8.1 The Client is responsible for:

(a) ensuring MouldMen has clear and free access to the site at the scheduled time, including keys, codes, or a person aged 18 or over present as agreed at booking. MouldMen is not liable for loss or damage to the site unless due to MouldMen's negligence;

(b) providing an adequate free source of water and power at all times during the Services, or MouldMen will supply a generator where agreed in the Quotation at the price stated;

(c) completing the preparation requirements set out in the Quotation and booking confirmation before the scheduled time;

(d) ensuring the site is reasonably ready for the Services, with minimal other tradespeople and works in progress; and

(e) fulfilling any special conditions affecting the Services at the site, including health and safety requirements and site inductions.

8.2 Where the Services cannot proceed at the scheduled time because of inadequate access, water or power, or incomplete preparation, clause 13.3 applies and the Services will be rescheduled.

9. Personal Property Securities Act 2009 (PPSA)

9.1 This clause applies only where MouldMen supplies Equipment to the Client under a Hire Form. In this clause, financing statement, financing change statement, security agreement and security interest have the meanings given by the PPSA.

9.2 The Client acknowledges that the Hire Form and these terms constitute a security agreement for the purposes of the PPSA and create a security interest in all Equipment supplied by MouldMen to the Client, to secure payment of all amounts owing for that Equipment.

9.3 The Client undertakes to:

(a) promptly sign any documents and provide any information MouldMen reasonably requires to register a financing statement or financing change statement on the Personal Property Securities Register, or to correct a defect in such a statement;

(b) reimburse MouldMen on demand for the reasonable costs of registration or release; and

(c) not register, or permit to be registered, a financing statement or financing change statement in relation to the Equipment in favour of a third party without MouldMen's prior written consent.

9.4 To the extent permitted by law, the parties agree that sections 96, 115 and 125 of the PPSA do not apply, and the Client waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4), its rights under sections 142 and 143, and its right to a verification statement under section 157.

9.5 Nothing in this clause is intended to contract out of any provision of the PPSA except as expressly stated.

10. Defects, warranties and the Competition and Consumer Act 2010 (CCA)

10.1 The Client must inspect the Services on completion and notify MouldMen in writing within 5 days of any evident defect, error or omission, or any failure to comply with the Quotation. Any other defect must be notified as soon as reasonably possible after it becomes evident. The Client must allow MouldMen to inspect the Services following notification.

10.2 Certain guarantees and warranties may be implied into these terms by State, Territory and Commonwealth law, including the consumer guarantees under the CCA (Non Excluded Guarantees).

10.3 Nothing in these terms modifies or excludes the Non Excluded Guarantees.

10.4 Except as expressly set out in these terms or in respect of the Non Excluded Guarantees, MouldMen makes no other warranties or representations, including as to the quality or suitability of the Services, and its liability is limited to the fullest extent permitted by law.

10.5 If the Client is a consumer within the meaning of the CCA, MouldMen's liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA.

10.6 If MouldMen is required to rectify, re provide or pay the cost of re providing the Services under this clause or the CCA but is unable to do so, MouldMen will refund the money paid for the Services, less the value of any Services provided that were not defective.

11. Intellectual property

11.1 MouldMen retains ownership of all reports, documents, designs and methods it creates in providing the Services. The Client receives a licence to use any report or document provided for the purpose for which it was prepared.

11.2 MouldMen may use photographs and descriptions of the Services for marketing purposes in a de identified form that does not identify the Client, the property address or any occupant, unless the Client objects in writing.

12. Default and consequences of default

12.1 If the Client owes MouldMen money, the Client shall indemnify MouldMen for the reasonable costs of recovering the debt, including reasonable internal administration fees, legal costs on a solicitor and own client basis, and bank dishonour fees.

12.2 If a payment to MouldMen is subsequently reversed and the reversal is found to be illegal, fraudulent or in breach of this Agreement, the Client is liable for the reversed amount and any further costs under this clause 12.

12.3 Without prejudice to MouldMen's other remedies, MouldMen may cancel any unfulfilled Services and all amounts owing become immediately payable if:

(a) any amount payable to MouldMen becomes overdue, or MouldMen reasonably considers the Client will be unable to pay when due;

(b) the Client exceeds any credit limit set by MouldMen;

(c) the Client becomes insolvent, convenes a meeting with creditors, or enters into an arrangement with creditors; or

(d) a receiver, manager, liquidator or similar person is appointed in respect of the Client or any of its assets.

13. Cancellation, rescheduling and access

13.1 Without prejudice to any other remedy, if the Client is in breach of any obligation under these terms (including payment), MouldMen may suspend or terminate the supply of Services. MouldMen is not liable for loss the Client suffers because MouldMen has exercised this right.

13.2 MouldMen may cancel or reschedule the Services before they are delivered by giving the Client written notice. Where practicable MouldMen will give at least 48 Business Hours notice. On cancellation MouldMen will refund any money paid for the Services not yet delivered and, where the Client requests, will offer priority rebooking. MouldMen is not otherwise liable for loss arising from such cancellation.

13.3 Cancellation Fee. Where the Client cancels or reschedules the Services with less than 48 Business Hours notice before the scheduled time, or MouldMen attends the site at the scheduled time and cannot gain access or the site is not ready under clause 8.1, the Client agrees to pay a Cancellation Fee as a genuine pre estimate of MouldMen's loss, calculated as follows:

Notice given before the scheduled time	Cancellation Fee
48 Business Hours or more	Nil
24 to 48 Business Hours	$150
Less than 24 Business Hours, or no access or site not ready at the scheduled time	$330, or MouldMen's direct costs incurred (including labour and travel), whichever is greater, not exceeding 50% of the quoted Price

(a) For Services quoted above $3,000, the periods above are read as 5 Business Days and 48 Business Hours respectively.

(b) Notice is given when received by MouldMen by phone during Business Hours, by email, or by reply to MouldMen's booking confirmation or reminder message.

(c) Before attending, MouldMen will state the Cancellation Fee in the Quotation, the booking confirmation and a reminder sent at least 48 Business Hours before the scheduled time.

(d) Where MouldMen cannot gain access, MouldMen will attempt to contact every number recorded on the job, record the attempts, and wait a reasonable period not less than 30 minutes before leaving.

(e) MouldMen will notify the Client in writing of any Cancellation Fee, the event giving rise to it and the attempts made under (d), within 2 Business Days of the scheduled time and before invoicing it.

(f) Any deposit paid is applied first to the Cancellation Fee and the balance refunded or held against the rescheduled Services at the Client's election.

(g) MouldMen may waive or reduce the Cancellation Fee where the cancellation or access failure arises from circumstances beyond the Client's reasonable control.

13.4 Where a Property Manager has accepted the Quotation, MouldMen will send the notices in clause 13.3(c) and (e) to the Property Manager and to any occupier contact recorded on the job.

14. Indemnity

14.1 Each party releases and indemnifies the other, and its servants and agents, from all claims, costs and expenses brought by any person arising out of:

(a) any negligence or other wrongful act or omission of the indemnifying party, its employees or contractors, or any person for whose acts it is vicariously liable;

(b) any negligence or other wrongful act or omission of the indemnifying party's visitors, invitees or licensees;

(c) death, injury, loss of or damage to the other party, its staff, agents, contractors, invitees or visitors caused by the indemnifying party; and

(d) any breach of this Agreement by the indemnifying party.

14.2 These indemnities are not limited by any provision of this Agreement regarding insurance or by approval of any insurance policy.

14.3 To the extent permitted by law, each party's liability to indemnify the other is reduced proportionately to the extent that the other party's negligent or reckless act or omission contributed to the loss.

15. Privacy Act 1988

15.1 The Client agrees that MouldMen may obtain from a credit reporting body (CRB) a credit report containing personal credit information about the Client in relation to credit provided by MouldMen.

15.2 The Client agrees that MouldMen may exchange information about the Client with other credit providers and related bodies corporate to:

(a) assess an application by the Client;

(b) notify other credit providers of a default by the Client;

(c) exchange information as to the status of this account where the Client is in default with other credit providers; and

(d) assess the Client's creditworthiness, including repayment history in the preceding two years.

15.3 The Client consents to MouldMen obtaining a consumer credit report to collect overdue payment on commercial credit.

15.4 Personal credit information may be used and retained by MouldMen for the provision of Services, verifying the Client's credit and payment status, processing payment instructions, and collecting outstanding amounts.

15.5 MouldMen may give information about the Client to a CRB to obtain a consumer credit report or to allow the CRB to maintain a credit information file. That information may include the Client's personal details, the fact that MouldMen is a current credit provider, the type of credit, details of the credit application, defaults overdue by more than 60 days where written demand has been made and recovery action commenced, serious credit infringements, and overdue payments of $150 or more.

15.6 The Client may request by email a copy of the information MouldMen holds about the Client, correction of incorrect information, and that MouldMen not use personal information for direct marketing.

15.7 MouldMen will destroy personal information on the Client's request by email, or when no longer required, unless it must be retained to fulfil this Agreement or by law.

15.8 Privacy complaints may be made to MouldMen by email. MouldMen will respond within 7 days and take all reasonable steps to decide the complaint within 30 days. If the Client is not satisfied, the Client may complain to the Office of the Australian Information Commissioner at www.oaic.gov.au.

16. General

16.1 A failure by either party to enforce any provision is not a waiver of it and does not affect that party's right to enforce it later. If any provision is invalid, void, illegal or unenforceable, the remaining provisions are not affected.

16.2 These terms and any contract to which they apply are governed by the laws of Queensland, and the parties submit to the jurisdiction of the courts and tribunals of Queensland. Nothing in this clause prevents a consumer from bringing a claim in the Queensland Civil and Administrative Tribunal.

16.3 Subject to clause 10, MouldMen is not liable to the Client for any indirect or consequential loss (including loss of profit) arising from a breach of these terms, and MouldMen's total liability under this Agreement is limited to the Price of the Services.

16.4 Neither party may assign or subcontract its rights or obligations under this Agreement without the written consent of the other, which must not be unreasonably withheld.

16.5 MouldMen may amend these terms by publishing a new version at mouldmen.com/terms-of-trade with a new version number and effective date. The amended terms apply to Quotations issued after the effective date and do not apply to Quotations already accepted.

16.6 Neither party is liable for any default caused by act of God, war, terrorism, strike, lockout, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

16.7 Each party warrants that it has the power to enter into this Agreement, has obtained all necessary authorisations, is not insolvent, and that this Agreement creates binding and valid legal obligations on it.

16.8 Questions about these terms should be sent to mould@mouldmen.com.

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