

## TERMS AND CONDITIONS CONCERNING PAYMENTS AND MERCHANT SERVICES FROM WESTERN HEROZ

By reading these terms and conditions, you agree and abide by our payment terms and conditions. These Payment Terms and Conditions forms part of the invoices sent to you. If you have any issues, please let us know. How to contact us is given on our website <https://www.westernheroz.com.au/contact/>

We, us, our, our business, our organisations refer to Western Heroz. You, yourself, refers to the intended recipient of our product and service.

These Terms and Conditions are updated as at current date.

### A. General Terms

1.1 Western Heroz receives payment for its product and services. Payment are processed via direct bank deposit, Stripe payment, PayPal, or other payment medium sent to you.

1.2 Invoices are sent via our online accounting third party software Xero accounting. Or any other accounting software used by Western Heroz.

1.3 Payments are accepted via bank transfer, cash, or EFTPOS.

1.4 Payments are issued with either an invoice or receipt. A receipt may be hand written receipt or online receipt.

1.5 Responding to our invoice by paying the invoice or accepting the invoice in response to the email is considered acceptance of contract. It does not necessarily have to be signed between the parties involved as this copy of terms is always available in the website and a copy of the same can be accessed by the customer at all times. There is no limitation to downloading this content on this page and the customer must keep a copy of the same for their record and reference.

1.6 A customer has 14 days as “cooling period” to cancel the work after receiving the invoice from Western Heroz without having to provide any reason whatsoever to us. In such a manner, any deposits or payments made by the customer shall be refunded in full minus the expenses incurred by Western Heroz such as for printing, travel, fuel charges, communication charges, alike. Or a flat fee of **pre service charge of \$550** is charged to the customer for dishonoured promise or claims made for reimbursements by Western Heroz whichever is lower. A customer cannot claim for refunds beyond this period, except for provisions as laid out in clause 2.3 below.

1.7 If the customer has any issues or doubts on payment time frame, such as due date for payment, payment time frame, scope of work, unclear work details, or any issues concerning the task proposed, this must be talked over, discussed properly, sorted before the work is accepted and before the payment is made. Western Heroz will never coerce, or force you to make payment for a job neither will be promise for a task that we cannot perform. A customer cannot accept the work, pay the deposit, pay the progress payment and then in midway cancel the task without any reason, especially if the customer themselves chose to proceed with the task. Accepting the work and then cancelling without reason is considered breach of contract or breach of payment and this breach will be used against you.

1.8 We shall offer a reasonable timeframe to complete the task, which shall be provided in your invoice, via email, verbally or through a phone call. A reasonable time frame is a time period during which we expect to complete your task in order. However, a reasonable time frame is not always possible to achieve especially when the contractor has to depend on natural weather, products, labour and services from external sources. These external sources

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include council application time frame, sub-contractors hired for the task, product delay due to shipping, service delay due to key operating time (for instance during or pre-Christmas holidays, during public holidays, the Year 2020 in itself as an unprecedented year with delays in shipments, extended service delivery from our sub-contractors and suppliers, alike).

1.9 The customer must at all times ensure to let the contractor know about any changes, their true expectation of a job, and their intention on why they want the way they want it for the proposed work. Reason must be accompanied in their responses which must be in writing either via text message, or email. And the contractor will ensure to provide clear information, update the customer on the progress track and ensure that proper care and diligence is carried out in providing the information to the customer. Should any of these due diligence by both the parties not be followed on either of their part, it will be considered a breach of trust and breach of contract.

2.0 A customer cannot just decline during the course of the work due to change of mind. Change of mind is a full breach of trust and breach of contract especially during the course of the work in progress. A deposit may be collected, which the customer has every right to dispute, ask questions on the legality of its collection before paying and booking the job. Once the deposit is paid, we assume you are fully aware of these terms, your rights and obligations.

2.1 A change of mind necessarily would not guarantee return of deposit or any payments made for the work. However, jobs that are cancelled due to circumstances beyond the contractor and the customer's capacity must be mutually resolved and come to an agreement, if it concerns the affairs for cancelling the job and if refund of payment is involved.

2.2 Simply change of mind and cancelling the job, despite the progress of the task, the amount of work involved, we reserve the right to not refund the deposit

2.3 Refunds, if it is to be processed for cancelled jobs, will incur a cancellation fee of 45% of the remaining project cost, irrespective of the progress in work, and especially if the cooling period has passed. Projects intended to be cancelled by the customer within 2 weeks from the day and date of completion cannot be claimed for refunds. Any payments made for deposits, initial consultation fees, charges, or alike is not eligible for refund irrespective of it falls within cooling period, or mutual cancellation between the parties involved, among others and especially if the deposit, consultation fees, or charges is concerning a service that is necessary to start the works proposed. For instance, engineering planning for council application is an initial work progress, an important part of the work which the customer pays in full. This set up of 45% retention of the remaining project cost plus any payments made for deposits, initial consultation fees, charges will be considered amicable solution and no further dispute shall be made between the contractor and the customer. The customer must declare in writing that they have no intent to claim any further refunds or damages, once this fee is settled.

2.4 All payment terms must be complied in order to be eligible for warranty, which may be product warranty or workmanship confidence.

2.5 Non-payment of such dues will be considered breach of contract and warranty won't be applicable.

2.6 All payments must be made without fail and on time.

2.7 We reserve the right to store your credit card details or your bank details in order for us to process the payment.

2.8 By offering the credit card details, we reserve the right for direct debit.

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2.9 We do not offer cash out via our EFTPOS service.

3.0 We reserve the right to cancel the payment and discontinue to offer our product and service. Any refunds to be made will be less the bank fees, stripe fees, or pay pal fees or any surcharge applicable on that payment system.

### **B. Direct Debit**

When you are making direct debits, it is your responsibility to ensure the details you provide are correct.

1.1 Western Heroz collects payment for its product and services.

1.2 We collect direct debit by keeping your bank details or your credit card details. They will only be stored for payment purpose with Western Heroz and not for any other matters.

1.3 By providing the credit card and bank details, you authorise us to direct debit as per the direct debit contract.

1.4 Any change in your credit card or bank details must be informed to us by email.

1.5 You must ensure there are adequate funds available to process your direct debit.

1.6 We do not check your bank statement.

1.7 We do not process your direct debit but your bank does. We liaise with your bank to process the direct debit funds.

1.8 Direct debits requested after a business working day may be processed on the following bank business day.

1.9 We do not check that the details provided by you are correct.

2.0 You must ensure that the details in the payment instructions provided by you are correct or all or part of the debit may be unsuccessful or made to an unintended account.

2.1 Your direct debit is only processed for that particular amount.

2.2 Western Heroz won't charge any further costs other than what's agreed for direct debit.

2.3 If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting us during business hours. Email [sales@westernheroz.com.au](mailto:sales@westernheroz.com.au)

2.4 If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim:

- a. within 5 business days (for claims lodged within 12 months of the disputed drawing);  
or
- b. within 30 business days (for claims lodged more than 12 months after the disputed drawing);

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- c. You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing

2.5 If your drawing is returned or dishonoured by your financial institution, a dishonour fee of \$10.00 will be debited to your account held with Western Heroz.

2.6 We will attempt to process the direct debit on the next scheduled due date. Should two consecutive payments be returned or dishonoured by your financial institution we will cancel the direct debit agreement and pursue recovery action against you.

2.7 Your financial institution may also charge you a fee.

2.8 You agree to cover all costs for the recovery action made against you.

### **C. Stripe**

1.1 Western Heroz collects payment for its product and services.

1.2 Stripe offers online credit card payment facility.

1.3 Western Heroz offers online payment service via its third party Stripe.

1.4 We collect a credit card handling payment of 1.75% on stripe payments.

1.5 It is your responsibility to ensure you provide correct details.

1.6 We may ask you over email or payment may be taken via phone call for stripe credit card payment.

1.7 We do not store your credit card details except for the payment due by you to us.

1.8 You must ensure the credit card details are correct and up to date.

1.9 You must provide your credit card details for us to process the charges.

2.0 Your credit card details will be deleted once the payment is complete.

2.1 Payments from your nominated credit card will continue until the period the payments are due and not cleared.

2.2 Continuous dishonoured drawings, more than twice from your credit card has a dishonour fee of \$10.00 and will be debited from your account and held with Western Heroz.

### **D. Pay Pal**

1.1 Western Heroz collects payment for its product and services.

1.2 Western Heroz offers online payment facility via PayPal.

1.3 Western Heroz offers online payment service via its third party PayPal.

1.4 We collect a processing fee on PayPal payments to cover our administrative expenses. These processing fees are capped to a maximum of 1.75% of the total invoice.

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- 1.5 It is your responsibility to ensure you provide correct details.
- 1.6 We may ask you over email or payment may be taken via phone call for stripe credit card payment.
- 1.7 We do not store your credit card details except for the payment due by you to us.
- 1.8 You must ensure the credit card details are correct and up to date.
- 1.9 You must provide your credit card details for us to process the charges.
- 2.0 Your credit card details will be deleted once the payment is complete.
- 2.1 Payments from your nominated credit card will continue until the period the payments are due and not cleared.
- 2.2 Continuous dishonoured drawings, more than twice from your credit card has a dishonour fee of \$10.00 and will be debited from your account and held with Western Heroz.

### **E. EFTPOS**

- 1.1 Western Heroz collects payment for its product and services.
- 1.2 Western Heroz offers mobile payment facility via its EFTPOS facility.
- 1.3 EFTPOS facility accepts Google Pay, Apple Pay, Tap and Pay.
- 1.4 It is your responsibility to ensure you provide correct credit card.
- 1.5 You must ensure the credit card details are correct and up to date.
- 1.6 We will only use your credit card for EFTPOS for payment purpose for that particular invoice only.
- 1.7 Sufficient funds must be available in order to process EFTPOS facility.
- 1.8 We do not offer cash out service via our EFTPOS facility.
- 1.9 We do not store your credit card via our EFTPOS facility.