



Baée Services Pty Ltd

ABN 39 679 261 940

Jo Baée

Lyon & Healy Salvi Technicians Guild

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Harp Services – Terms & Conditions

1. Services

- a) The Customer consents for Jo Baée to perform the Services (repair, maintenance, string replacement, condition assessment and other services) on the Customer's Instrument.
- b) A Service Report is provided to the Customer as part of the Services.
- c) The Services will be performed by Jo Baée on the Service Date and at the Service Location and in return for the Service Fee to be specified by Jo Baée in writing.
- d) Jo Baée has the requisite training and qualifications to perform the Services, and agrees to exercise the standard of skill, care and diligence in the performance of the Services that would be expected of a professional with experience in performing such Services.
- e) Unless otherwise agreed by the parties in writing, the Customer is responsible for bringing the Instrument (as well as any other related equipment necessary for the performance of the Services, including the tuning key) to the Service Location on the Service Date.

2. Payment & Deposit

- a) In return for the performance of the Services, the Customer will pay to Jo Baée the Service Fees. The parties agree that the Services and Service Fees are specified in writing by Jo Baée.
- b) Unless otherwise stated, all amounts in these terms and conditions are **inclusive** of GST.
- c) If indicated on the Harp Services Customer Form, the Customer must pay the Deposit to Jo Baée prior to the Services being performed. The Deposit may be used by Jo Baée to:
 - i. Offset the Service Fee payable by the Customer; or
 - ii. Pay any other fees or amounts payable by the Customer arising under these terms and conditions, including any Cancellation Fees; andany unused portion of the Deposit shall be refunded to the Customer.
- d) Jo Baée will provide an invoice to the Customer setting out the Service Fee and any other fees or charges payable by the Customer under these terms and conditions. The Customer is required to pay to Jo Baée the amount shown on the invoice in full on the Service Date.

3. Cancellation

- a) The Customer acknowledges and agrees that:
 - i. Jo Baée incurs costs in the performance of the Services, including travelling time and costs, venue hire and opportunity costs (to provide services to other customers); and
 - ii. Jo Baée is entitled to recover those costs incurred as a result of the Customer cancelling the Services; and
 - iii. The Customer shall pay to Jo Baée a Cancellation Fee if the Customer cancels the Services other than in accordance with these terms and conditions; and
 - iv. The Cancellation Fee may be specified by Jo Baée and is a genuine pre-estimate of those costs incurred by Jo Baée.

- b) If the Customer intends to cancel the Services, the Customer must inform Jo Baée in writing as soon as possible, and no later than:
 - i. 2 weeks prior to the Service Date in the case of Services to be performed at Jo Baée 's premises; and
 - ii. 1 month prior to the Service Date in the case of Services to be performed other than at Jo Baée's premises.
- c) If the Customer does not comply with the cancellation obligations in 3(b), the Customer may be required to pay a Cancellation Fee.
- d) Jo Baée reserves the right to cancel the Services at any time, for any reason. Jo Baée shall use all reasonable endeavours to notify the Customer of any cancellation as soon as possible. Jo Baée may make alternative arrangements with the Customer for the Services to be performed.
- e) Cancellation or termination of the Services, or the forfeit by the Customer of any Deposit does not preclude Jo Baée from recovering any amounts payable by the Customer under these terms and conditions.

4. **Condition Assessments**

- a) A Condition Assessment is a Service which reports on the condition and technical aspects of the Instrument and is based on the knowledge and experience of Jo Baée.
- b) A Condition Assessment report is provided strictly for the personal use of the Customer and is not intended to be used as an official appraisal of the Instrument for any other purposes, such as insurance or sale.
- c) The Customer agrees that Jo Baée will not be liable for any claims, including third party claims, which relate to, or arise from, reliance on information contained in a Condition Assessment, and the Customer indemnifies Jo Baée from any and all such claims.

5. **Liability**

- a) The Customer remains responsible at all times for the risk of loss or damage to the Instrument, unless the loss or damage is a direct result of a negligent act or omission by Jo Baée.
- b) Jo Baée shall not be liable to the Customer for any damage to the Instrument which occurs during, or as a result of, the performance of the Service but which is caused, or contributed to, by any pre-existing fault or poor condition of the Instrument.
- c) Nothing in these terms and conditions is intended to affect or exclude any statutory warranties which apply to the performance of the Services.
- d) To the maximum extent permitted by law, the liability of Jo Baée in respect of any claim for loss or damage that the Customer may bring in respect of the Services is limited, at Jo Baée's election, to one or a combination of the following remedies:
 - i. Re-supply of the Services;
 - ii. Refund of any amounts paid (either in full or in part) by the Customer under these terms and conditions in respect of the Services.

6. **General**

- a) These terms and conditions may only be amended by written agreement of the parties. Jo Baée reserves the right to vary Service Fees, Cancellation Fees and other terms and conditions of any subsequent agreement with the Customer.