



Company Details

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ ABN/ACN: \_\_\_\_\_  
 \_\_\_\_\_

Primary Contact Person

\* Authorised Business Representative

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Position: \_\_\_\_\_ Mobile Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Service Area

Max Leads/ Week	Residential _____	Commercial _____	
Suburb or Postcode	Radius (km)	Suburb or Postcode	Radius (km)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Send to Email	_____	Send to Email	_____
Notes	_____		
_____	_____		

Payment Details

<input type="checkbox"/> Post Paid - Payment by Electronic Funds Transfer (Invoice sent fortnightly) To activate your account, please provide credit card details below. <b>Note:</b> credit card will only be debited if EFT payment has not been received as per agreement terms on page 2. Card Type: <input type="checkbox"/> Visa / Master Card <input type="checkbox"/> Amex Cardholder's Name: _____ Card Number: _____ / _____ / _____ / _____ Expiry Date: ____ / ____ CSV: _____ Signature: _____	<input type="checkbox"/> Pre Paid Prepay Amount: \$ _____  <div style="background-color: yellow; padding: 5px;"> <b>NOTE:</b> An invoice will be sent for this amount and leads will be sent on receipt of payment         </div>
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Acceptance of Terms and Conditions

By signing and returning this form I am a authorised representative and I have read and understand the supplier agreement outlined on page 2.

Authorised Person: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**NOTE:** Please sign and return both pages of this form.

# AIR CONDITIONING CONTRACTOR AGREEMENT

## Background

The Quote Company Pty Ltd connects customers looking for 3 quotes on Air Conditioning services with Air Conditioning companies looking for cost effective and convenient lead generation.

Customers visit the site [www.thequotecompany.com.au](http://www.thequotecompany.com.au) and specify which service they would like performed along with their contact information. This information is then sent to by email to 3 contractors who service the customer's location.

Contractors will then contact the customer and provide a quote; The Quote Company has no further interaction with the customer.

## Agreement

This agreement is made between you (the Contractor) and The Quote Company Pty Ltd (us or we). By completing and signing this agreement, you agree to the terms and conditions contained herein.

On signing up, contractors are required to specify:

1. The type of service they wish to receive leads for;
2. The geographic area where they would like to receive leads; and
3. The number of leads they would like to receive per week.

The Quote Company will not exceed the requested number of leads unless authorised by the contractor.

Contractors can amend these variables at any time by emailing [enquiries@thequotecompany.com.au](mailto:enquiries@thequotecompany.com.au) or by calling 1300 722 687.

The Quote Company will endeavour to supply the requested number of leads however, we cannot guarantee that this number will be achieved.

Contractors can amend these variables at any time by emailing [enquiries@thequotecompany.com.au](mailto:enquiries@thequotecompany.com.au) or by calling 1300 722 687.

The Quote Company will endeavour to supply the requested number of leads however, we cannot guarantee that this number will be achieved.

## Acceptance of Leads

The Quote Company charges for leads irrespective of whether or not a sale is concluded between the contractor and the potential customer. We do not charge a commission on sales that do go ahead.

Contractors have the option of rejecting leads for the following reasons:

1. The customer is non-contactable within 7 days, provided that you reject the lead after 5 days and before 7 business days after we provide you the lead;
2. The person is not likely to have the service completed within 6 months, provided you reject the lead within 7 business days after we provide you the lead;
3. The lead was received via your own marketing activities prior to receiving the lead from us, provided you reject the lead within 2 business days after we provide you the lead (day count excludes weekends); and
4. The lead is outside of the specified geographic area, provided you reject the lead within 2 business days after we provide you the lead.

Rejection of leads is only accepted by clicking on the link in the lead email within the time period specified above.

## Payment

You agree to pay us the following fees for each lead we refer you:

Residential Air Conditioning leads \$30 + GST  
Commercial Air Conditioning leads \$60 + GST

You agree to pay us the fee for each lead irrespective of whether a sale is made. Leads that have been rejected in accordance with clause 3 will be credited to the contractor's invoice.

Invoices are sent via email bi-monthly. Payment by EFT is required within 5 days of the invoice being issued. If no payment is received in this time, payment will be deducted from the contractor's nominated credit card. A 2.5% surcharge applies for Visa/ Mastercard and 3% for AMEX.

The Contractor's nominated credit card will be debited initially for \$1 to confirm it is active. This will be credited back immediately.

Interest at the rate of 15% per annum calculated daily is payable on any overdue amount under this agreement. Any fees, expenses or liabilities incurred in recovering any invoices including but not limited to any legal fees, court costs and disbursements (on a full indemnity basis) and debt collector fees are payable by the contractor.

## Cancellation of service

In order to cancel the service, contractors need to send an email to [enquiries@thequotecompany.com.au](mailto:enquiries@thequotecompany.com.au) or call 1300 722 687. We will cancel the service immediately after receiving notification from you.

The Quote Company Pty Ltd may cancel this agreement if you are in default of any obligation of this agreement, repudiate this agreement, are insolvent, or default on any payment obligation under this agreement.

Once this agreement is cancelled, an invoice will be generated and payment will be debited from the contractor's credit card within 3 days of notification unless other payment methods have been agreed upon. Cancellation of this agreement does not release you from the obligation to pay any outstanding fees or from any other obligation under this agreement.

## Privacy

Contractors agree not to use, distribute, or sell any of the information provided by The Quote Company about the customer other than for providing a quote for the service requested, unless express permission is granted by the customer.

## Reviews

You agree to allow us to collect reviews regarding you and the services that you provide, and to post those reviews on our website and otherwise distribute those reviews at our discretion.

To the maximum extent permitted by law, we do not accept any responsibility whatsoever for any injury, loss, or damage that you may suffer, directly or indirectly, as a result of the content of any review mentioned in this clause, irrespective of how that injury, loss, or damage is caused (including where it is caused by negligence, defamation, or falsehood).

## Liability

The Contractor is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by you. The Quote Company Pty Ltd is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond our control.

## Governing Law

This agreement is governed by the laws of Western Australia and by signing, you agree to submit to the non exclusive jurisdiction of the Courts of Western Australia.

## Declaration

By signing and returning this form I am a authorised representative and I have read and understand the supplier agreement outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Full Name: \_\_\_\_\_

