Terms of Service

Revision: 0

Control Page

This document has been prepared on behalf of and for the exclusive use of RPM Engineering Group.

It is expected that this document in its entirety, including any related/referenced material and documentation shall be treated in strict confidence by the Client.

REV.	DATE	SECTION	DESCRIPTION
0	16-07-2026	All	Issue for Use

	NAME	TITLE	SIGNATURE	DATE
APPROVED BY	Martin Thorpe	Managing Director		16-07-2026

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Terms of Service

For RPM Engineering Group Pty Ltd — website: www.rpmeng.com.au

1. Acceptance of these Terms

These Terms of Service govern your access to and use of the website operated by RPM Engineering Group Pty Ltd ABN 18 690 846 023 of 53 Sholl Street, Mandurah, WA and any information, forms, booking tools, quotation requests, project information or other content available through the website.

By accessing or using our website, submitting an enquiry, requesting a quote, booking a consultation or otherwise interacting with us through the website, you agree to these Terms. If you do not agree, you must not use the website.

2. About our website and services

Our website provides general information about our construction, maintenance, project management and related construction services. Website content is provided for general information only and does not constitute building, engineering, design, planning, legal, financial or professional advice.

Any services we agree to provide will be subject to a separate written quote, proposal, contract, scope of works, purchase order, service agreement or other project documentation. If there is an inconsistency between these Terms and a signed project agreement, the signed project agreement will prevail to the extent of the inconsistency.

3. Enquiries, quotes and project information

You are responsible for ensuring that information you provide to us is accurate, complete and up to date, including project details, site access requirements, plans, measurements, photographs, budgets, timeframes and any relevant approvals, restrictions or hazards.

Unless expressly stated otherwise, any estimate, guide price, online calculator result or preliminary quote provided through or in connection with the website is indicative only and is not a binding offer. Final pricing may depend on site inspection, design requirements, materials, labour availability, supplier costs, approvals, variations and other project-specific factors.

4. User obligations

You must use the website lawfully and responsibly. You must not misuse the website, interfere with its security or operation, upload malicious code, attempt unauthorised access, scrape or harvest content, impersonate another person, submit false or misleading information, or use the website for any unlawful, fraudulent, abusive or harmful purpose.

You must ensure that any information, files, photographs, plans, drawings or other material you submit do not infringe another person's rights and may lawfully be provided to us for the purpose of assessing or delivering services.

5. Payments, deposits and cancellations

Any fees, deposits, progress payments, cancellation fees, late payment charges or other payment obligations for construction services will be set out in the relevant quote, invoice, contract or project documentation. You must pay all amounts due in accordance with the applicable payment terms.

Where permitted by law and agreed in the relevant project documentation, we may suspend work, withhold delivery of materials or documentation, charge reasonable recovery costs, or take other steps if payments are overdue.

6. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any rights, guarantees, remedies or protections that cannot be excluded under the Australian Consumer Law or other applicable laws. Where goods or services are supplied to a consumer, consumer guarantees may apply, including guarantees relating to acceptable quality, fitness for purpose, due care and skill, and reasonable time for supply.

Subject to any non-excludable rights, our liability is limited to the maximum extent permitted by law. Any limitations in these Terms are intended to operate only to the extent allowed under applicable legislation.

7. Website content and availability

We aim to keep website information accurate and current, but we do not guarantee that the website or its content will always be complete, error-free, available, secure or suitable for your particular purpose. Construction methods, materials, prices, availability, regulations and service areas may change without notice.

We may update, suspend, restrict or discontinue any part of the website at any time without notice.

8. Intellectual property

Unless otherwise stated, we own or license all intellectual property rights in the website and its content, including text, graphics, images, photographs, logos, trade marks, designs, layouts, downloadable materials and other materials. You may view and use the website for personal or internal business purposes only.
You must not copy, reproduce, modify, publish, distribute, commercially exploit or create derivative works from our website content without our prior written consent, except as permitted by law.

9. Third-party links and tools

The website may contain links to third-party websites, embedded content, maps, booking tools, payment gateways, social media platforms or other external services. These are provided for convenience only. We do not control and are not responsible for third-party content, availability, security, terms or privacy practices.

10. Privacy

We handle personal information in accordance with our Privacy Policy. By using the website or submitting information to us, you acknowledge that we may collect, use and disclose personal information as described in that policy and as otherwise permitted by law.

11. Limitation of liability

To the maximum extent permitted by law, we are not liable for any loss, damage, cost or expense arising from your use of, or inability to use, the website, reliance on website content, website errors or interruptions, third-party links or tools, unauthorised access, data loss, or any delay or failure caused by events outside our reasonable control.
Nothing in this clause limits liability for fraud, wilful misconduct, personal injury, death, or any liability that cannot be excluded or limited by law.

12. Indemnity

You agree to indemnify us against any loss, damage, liability, claim, cost or expense arising from your misuse of the website, breach of these Terms, unlawful conduct, or submission of material that infringes another person's rights, except to the extent caused by our negligence, breach of law or misconduct.

13. Changes to these Terms

We may update these Terms from time to time by publishing the revised version on our website. The updated Terms will apply from the date they are posted, unless stated otherwise. Your continued use of the website after changes are published means you accept the updated Terms.

14. Governing law and disputes

These Terms are governed by the laws of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia and any courts entitled to hear appeals from those courts.
If a dispute arises in connection with the website or these Terms, you agree to contact us first and give us a reasonable opportunity to resolve the matter before commencing formal proceedings, except where urgent relief is required.

15. Contact us

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