

Preventative Electrical Services Pty Ltd (contractor) reserves all rights of the contract or services and reserves the right to modify these Terms and Conditions at any time. Please ensure these terms and conditions are reviewed regularly for any updates. The contractor will strive to highlight significant terms and conditions changes to the customer. By using or accepting the contractor's services or website the customer agrees to and is bound by these terms and conditions, and any other terms conditions supplied by the contractor as part of a contract.

DEFINITIONS

Contractor: Preventative Electrical Services Pty Ltd and all its branches, representatives and employees.

Customer: Means the individual or company or person signing on behalf of an individual or company who has requested Preventative Electrical Services Pty Ltd services. Any person's' who visits www.preventative-electrical.com

Contract: Agreed quotation or commencement of work between the customer and the contractor over an agreed period, or the duration of a project.

Services: Any job, task or service provided by Preventative Electrical Services Pty Ltd.

Warranty: Meaning the warranty period of goods supplied in accordance with the manufacturer's warranty period.

LIMITATIONS OF LIABILITY

Pre-conditions upon viewing www.preventative-electrical.com exist. The contractor's website is not legally responsible for the use of information provided on the website. The contractor is not legally responsible for any damage or subsequent loss from the information provided on this on or in the relation to this website. Each person viewing information from this website must take responsibility in ensuring the information, services and materials are suited to the individual's needs.

The contractor's liability is limited under this contract, in tort and including negligence, for breach of statutory duty or on any other basis. The contractor's liability is limited to \$1.00

GOVERNING LAW

All services provided shall be delivered in accordance with the Law of NSW, the Commonwealth of Australia and Australian Standards. Information and pricing supplied to the customer via mail, fax, email or any others forms of communication shall be treated confidential.

These conditions are governed by the Competition and Consumers Act 2010 as amended from time to time.

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www.preventative-electrical.com may at time provide advertising, website links or product information. The contractor's does not own any of the advertising, links or information from secondary parties.

The information provided on www.preventative-electrical.com is purely for information purpose, and take no responsibility for customers use of this information.

QUALITY MANAGEMENT

The contractor and customer must take all reasonable steps to minimize any delay of work, and provide quality assurance in accordance to the contractor quality management plan.

All work shall be conducted in accordance to Australian standards, regulations, acts and codes for the project entirety.

SAFETY MANAGEMENT & POLICIES

The Contractor shall prepare and complete Project related Safe Work Method Statements and Risk Assessments. Completed Safety Management documentation must be available on request or submitted to the Principal's site representative where applicable.

The Contractor shall provide WHS, Quality, Environmental and IR Management Plans. Policies are to be provided to the Principal upon request.

The Principal is required to provide their own Safety Management, ensuring a Safe and clean work site for the Contractor at all times, in accordance to rules and regulations.

SITE ACCESS

The customer must provide unrestricted access to the project site in order for the contractor to carry out the work.

Where access is restricted or compromised in any way, the contractor in its right may issue a variation or cost incurred to the customer. All stoppages or lost time will be made known to the customer during the project.

CUSTOMER RESPONSIBILITIES

All site hazards or significant project information that may harm personnel must be supplied to the contractor before the commencement of days work.

The customer must ensure that the construction, mining, commercial or domestic site safety and amenities is in accordance to the relevant site and national standards.

All information in regards to the site inductions, qualifications and requirements must be supplied to contractor prior to site arrival, with due notice.

DAMAGE TO PROPERTY

In any case where the customer's property is damaged by the contractor as a result of negligence by the contractor, the contractor must make good of the loss or damage.

The contractor is not required to make good of any loss or damage where the loss or damage is caused by the customer's negligence or where the customer has failed to take reasonable steps to minimize the risk or damage, or in providing clear access.

DAMAGE TO PROPERTY

Ownership of all materials and products will not pass on to the customer until the contractor has received payment in full. This includes service/project price, together with any other charges or additional fees the customer is required to pay.

In a situation where the project has commenced by the contractor and the contract has

been terminated, the material and products used thus far shall remain the property of the contractor.

If any materials for the project are stolen or lost whilst being stored in a location supplied by the customer, the cost of replacement will fall to the customer.

It is the customers' responsibility to take reasonable care of the products and materials until the contractor has retrieved the products and materials from the site in relation to the above. The contractor reserves the ownership of all of its intellectual property.

WARRANTY

The contractor ensures that the materials used are as provided by the manufacturer and carry warranty terms. The duration of warranty is dependent on the material. The contractor provides a lifetime labour warranty in relation to any defective work that has been carried out and invoiced. Warranty applies only once the invoice is paid in full. The contractor is not to be held liable for any incorrect use or malicious damage caused by the customer. Service and material warranty will become void if the material or service issue is not of fault of the contractor.

A warranty period is valid from the written date of the initial invoice in relation to the particulars outlined in that invoice. If the customer delays the payment of the project invoice, the duration of the delay is subtracted from the total warranty period.

A customer has a 1-year manufacturer's warranty on all products, excluding light globes and tubes, which carry a 3-month warrant period.

PRICING AND INVOICING

Quotes are to be provided by the contractor to the customer prior to task commencement, unless otherwise agreed upon. Quotations must provide information on the services and product to be supplied by the contractor.

Once the customer agrees to take on the contractor's services, they are bound by the price and payment terms of the quote/invoice.

If the contract price is more than \$20,000.00, the customer has cooling off rights. This means that the customer has the right to cancel the contract if they change their mind. If this is so, they must do this within 5 business days. Cooling off period may be waived if agreed upon by both parties in writing.

Once an agreed commencement date/time is organised between the contractor and customer, the date/time must not change unless agreed upon by both parties. If the customer cancels the job less than 4 hours before the agreed commencement date/time, then the customer will be issued a late cancellation fee of 10% of the quoted sum or a call out fee of \$60 where no quote has been provided.

Subject to any further changes of the service the customer has requested, the initial quote price will change making the old quote invalid and the most recent quote valid and binding.

Emergency services shall incur a one off call-out fee of \$60 and a minimum charge of 4 hours, invoiced in accordance to the relevant standard, loading or overtime rates. This is dependent on the time and day the emergency service is conducted.

Once work has commenced and the customer changes their mind, the work that has been carried out by the contractor thus far requires the customer to pay. The payment includes the materials and products used and the labour charges.

In the event where the customer does not pay, the contractor reserves the right to

retrieve all materials and products that have been used in association to the completed work.

All outstanding payments will incur a 2.5% late fee per every 30 days late. A new invoice, inclusive of the late fee, will be issued to the customer at the end of each 30 day period. The contractor will make every attempt to resolve outstanding payments in the best interest of the customer and contractor. If the payment is still not received after two further re-issues (90 days overdue), the contractor may commence legal action.

The customer agrees to pay additional amount to the price, which is the goods and services tax (GST) as required by the government.

A deposit can be requested from a contractor if the work is amounted to \$5,000 or more, where materials need to be purchased in order to carry out the work requested or for projects spanning over long periods. A deposit payment is required prior to the work commencing as per the invoice date. Part payments are specified as per the quote a submission documents.

DISPUTES

Where the contractor and a customer consider that a dispute has arisen in relation to the contract, both parties agree to negotiate in good faith. An effort to resolve the issue before any complaints are made to the Department of Fair Trading or any legal action is taken shall be priority.

TERMINATION OF CONTRACTS

In the event where a customer decides to terminate the contract, the customer is required to pay all work the contractor has provided thus far.

The customer is required to give notice to the contractor as early as possible of the termination of contract in writing.

In the event where the contractor fails to complete work within a reasonable time for an unacceptable reason or fails to remedy any defective work, the customer may issue a notice to the contractor to respond within 10 days in order to rectify the situation.

The contractor may terminate the contract at any given time if the customer has not complied with these Terms and Conditions, including the Payment Terms.

INSURANCES

The contractor supplies \$20,000,000 of insurance cover for public and product liability, covering third party deaths or personal injuries or damage to property. The contractor must have insurance cover for workers compensation insurance in accordance with Australian laws.

LICENCES AND CERTIFICATES

The contractor must carry a valid electrical license, unless the contractor's employees are considered to be an apprentice, trades assistant or work where not required in accordance to fair work NSW.

The contractor must supply all relevant certificates and licences promptly on request by the customer.

The contractor shall supply a service compliance certificate (CCEW) at the completion of a job or where payment delay is deemed possible, upon payment received.

CONFIDENTIALITY

When a customer enters into a project with the contractor, the contractor collects the personal information in order to carry out the project requested and collect payment. The contractor may share the personal information to third party contractors that assist in the work being carried out. The contractor ensures it acts accordingly to the Privacy Act 1988. The principal undertakes the duty not to disclose personal, project, submission, confidential and sensitive information of the contractor to any third party without the written consent of the contractor.

IDEMNITY

The customer indemnifies the contractor against any third party claim for indirect or consequential loss or damage, however caused, including through a negligent act or omission of the contractor. This can include; loss of data, loss of revenue, loss of profit or any other indirect costs.

The customer indemnifies the contractor against any liability to any person for loss or damage whether direct or indirect, caused or contributed to by the customer.

NOTE:

Project contracts and agreements include all the above terms and conditions. Where the terms clash or double up, these terms and conditions take precedence.

