



## *Terms and Conditions of Trading*

### **1. Definition**

‘**the client**’ means the person described as such on the face hereof.

‘**home building work**’ means work carried out by the Electrical Contractor where the Client is a home owner and the work is to be done on the client’s new home or in respect of renovation, addition or improvements to the Client’s home where the Price is between \$6,000 and \$200,000.

‘**the Contractor**’ means Quality Electrical & Design

‘**the Premises**’ means the place described as such on the face hereof.

‘**the Price**’ means the amount mentioned on the face hereof as the Price.

‘**Work Details**’ means the Work described on the face hereof.

### **2. Price**

The Price quoted for the Work at the Premises is quoted on the basis of existing costs of labour, fixtures and materials at the date of the quotation. This quotation is open for acceptance for a period of 30 days from the date on the front hereof. In the event that the Work is not commenced within 45 days of acceptance without failure on the part of the Contractor to comply with its obligations under this Contract, the Contractor may increase the Price for the Work. In the event that the Work is not Home Building Work then in the event that completion of the Work is delayed through no fault of the Contractor, any increases in costs of labour or materials or both may be charged by Quality Electrical & Design.

### **3. Variations**

All variations to the Work must be requested in writing by the Client and the charge for and the terms on which the variation will be carried out must be agreed in writing by the Client before Quality Electrical & Design is required to carry out the variation. A copy of the signed Variation Agreement must be given to each party.

### **4. Removal of Materials**

Any materials which form part of the Premises and which are removed from the Premises as a necessary consequence of carrying out the Work and which are not re-used in carrying out the Work become the property of Quality Electrical & Design at the completion of the Work unless otherwise agreed in writing between Quality Electrical & Design and the Client.

### **5. Defects in Existing Installations**

If during the course of the Work, Quality Electrical & Design discovers any defects in any part of the Premises or in any existing installation on the Premises or any connection to any existing installation on the Premises which in the reasonable opinion of Quality Electrical & Design must be repaired or replaced before the Work can commence or continue, Quality Electrical & Design may, if appropriate, suspend work on the job and must immediately notify the Client of the suspension and submit his price for such additional work to the Client. If the Client fails to sign an authority directing Quality Electrical & Design to carry out the extra work, this Contract will be at an end and Quality Electrical & Design will be entitled to payment for all work done and materials supplied at the date of suspension of the work.

### **6. Defective Foundations or Structures**

Quality Electrical & Design is not liable for any loss or damage caused to any person, structure or thing resulting from insufficient or defective foundations, walls or other structures on and around the Premises not erected by Quality Electrical & Design

### **7. Tree Roots and Made Up Ground**

The Price does not cover concreting or other special treatment of drains on account of proximity of trees, made-up ground or other causes. If concreting or the use of cast iron or other special treatment is ordered by any competent Authority, inspector or person authorised by such Authority, Quality Electrical & Design must within 14 days of such order give to the Client a written statement setting out the reason for and the cost calculated at the rate appearing on the face hereof of the extra work and a copy of any such order. In the case of tree roots, the Client may in writing direct Quality Electrical & Design to remove the tree. The cost of and the terms on which the tree will be removed must be agreed in writing between the Client and Quality Electrical & Design prior to any work commencing. A copy of the written agreement must be given to each party.

### **8. Rock and Reef**

The price does not include the removal by mechanical means or blasting of rock or reef which may be encountered in the course of excavation. Should the removal of rock or reef be required such removal is a Variation to the contract and the provision of paragraph three apply. The cost must be calculated at the rate appearing on the face hereof will be made. The quantity of rock or reef removed will be measured by Quality Electrical & Design and agreed in writing with the Client or his representative prior to the backfilling of the excavation. The cost of removal of surplus rock from the site is included in the Price only if requested by the Client.



#### 9. Existing Services

The Client warrants that existing services are in good order and condition. The reinstatement of services cut or damaged during the course of the Work is included in the Price. If in the reasonable opinion of Quality Electrical & Design the existing services are not in good order or condition Quality Electrical & Design will provide in writing an estimate of the work and materials necessary to affect the repair or renewal to them and the terms on which Quality Electrical & Design will carry out the repair or renewal and the price and terms for such repair or renewal must be agreed in writing by the Client Quality Electrical & Design prior to any work starting. A copy of the written agreement must be given to each party.

#### 10. Removal of Soil

The removal of surplus excavated soil from site is included in the Price only if required by the Client. Surplus excavated soil will be stacked neatly in heaps in positions convenient for topping up trenches after subsidence. If the Client requires surplus excavated soil to be removed from site, that will be a Variation to the contract and the provisions of paragraph three will apply. In the event that Quality Electrical & Design and the Client cannot agree on price or terms, Quality Electrical & Design will not be obliged to remove the surplus excavated soil from site. Client's Materials If the Client supplies any fixtures, fittings or materials for use in the Work, the fixtures, fittings and materials so supplied will be stored, handled and installed by Quality Electrical & Design at the risk of the Client.

#### 11. Suspension by Reason of Default of Payment

Without prejudice to any of the rights of Quality Electrical & Design, if the Client fails to make any payments due on the dates determined for such, Quality Electrical & Design is entitled to suspend works, until payment is made. If default in payment continues for a period of seven days beyond the due date for payment Quality Electrical & Design may determine the Contract and in addition to any other rights which may be conferred upon him at law or at equity the Client must pay Quality Electrical & Design for work and labour done and material supplied by Quality Electrical & Design to the date of suspension.

#### 12. Completion and Delays

Quality Electrical & Design will complete the work in good and workmanlike manner as soon as is reasonably practicable. Quality Electrical & Design is not liable for any delay in completion or damages occasioned directly or indirectly by any cause beyond the reasonable control of Quality Electrical & Design including (without limiting the foregoing) [design and quote application form](#) submission & subsequent delays, weather conditions, labour disputes, accidents, fire, act of God, civil disturbances, shortages of material, difficulty of securing labour.

#### 13. Defects in Workmanship

In the event the Client is dissatisfied with the performance of the Work or discovers any breakages, the Client must advise Quality Electrical & Design in writing of the Work of breakages within 7 days of discovery.

#### 14. Settlement of Disputes

Any dispute arising under this Contract may be referred in writing to arbitration by either the Client or Quality Electrical & Design. The arbitration must be conducted by a person agreed on by the parties or, in the absence of agreement, nominated to be arbitrator by the Chairman for the time being of the Institute of Arbitrators Australia (Inc) WA Chapter.

#### 15. Breach of Payment Terms

If the set payment terms are breached by more than one calendar month Quality Electrical & Design reserve the right to charge 1.5% per month on the outstanding overdue balance until debt is settled.

#### 16. No Allowances for,

'Unless otherwise specifically stated.'

- Asbestos removal
- Acoustic requirements
- Water Corporation – Plumbing Licensing Board
- Network Operator, Electrical Licensing (including DQA's) and government fees and charges Unless Specified
- It is assumed that all existing services are sound and installed in accordance with the AG601, AS3500 and Electrical standards AS/NZS3000
- For damage to existing services not clearly marked
- To remove redundant materials
- For out of normal working hours
- Excessive Travel