

TERMS AND CONDITION REVISED 2024

1. Definitions

1.1. “Company” Shall refer to GMT ELECTRICAL CONTRACTORS or any person acting on behalf of and with authority of GMT ELECTRICAL CONTRACTORS.

1.2. “Customer” shall refer to the person engaging in the services of the company.

1.3. “works” shall refer to all works (including the supply of materials) undertaken by the company as described in this contract and includes any advice or recommendations.

1.4. “Materials” shall refer to any items required to complete the works.

1.5. “Prime Cost Item” shall refer to an item that either has not been selected, or whose price is not known at the time this contract was entered into and for the cost of supply and delivery of which the company must make a reasonable allowance in the contract.

1.6. “Provisional Sum” shall refer to an estimate of the cost of carrying out particular works under this contract for which the company, after making reasonable inquiries, cannot give a definite price at the time this contract was entered into.

1.7. “Price” shall mean the price of the works as agreed by the company and the customer.

2. Quotation

2.1. The company may issue a quotation either in writing or verbally upon inspection or assessment of works.

2.2. Quotations are valid for thirty (30) calendar days from the date stated on the quotation. Should acceptance extend beyond this date, the company reserves the right to vary the price.

2.3. The company reserves the right to revise or withdraw the quotation at any time prior to the quotation being formally accepted.

3. Acceptance

3.1. Any instructions received by the company from the customer for the supply of works and/or the customers' acceptance of works shall constitute acceptance of the terms and conditions contained herein.

3.2. Where more than one customer has entered into this agreement, the customers shall be jointly and severally liable for any and all payments of the price.

3.3. Upon acceptance of these terms and conditions by the customer, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the company.

3.4. None of the company's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the company in writing nor is the company bound by any such unauthorised statements.

4. Scope and delivery of works

4.1. Scope of works shall be outlined and agreed upon either verbally or as per written quotation prior to commencement of works. Anything outside of this scope will be treated as a variation and will be subject to section 5 of this document.

4.2. It is the company's responsibility to ensure that the works start as soon as it is reasonably possible.

4.3. Works shall be deemed to be complete when the work carried out under this contract have been completed in accordance with the plans and specifications set out in this contract; and

4.4. The failure of the company to deliver shall not entitle either party to treat this contract as repudiated.

4.5. The company shall not be liable for any loss or damage whatsoever due to the failure by the company to deliver the works (or any of them) promptly or at all.

5. Variations

5.1. Should the scope of works vary or increase from that specified on the quotation the company will charge accordingly for variations.

5.2. Variations may be agreed upon verbally or in writing within the duration of the project.

5.3. The price for variations will be calculated based upon the sum of materials used plus labour to complete/undertake the works.

5.4. In the event of unforeseeable problems with the site which are only revealed when undertaking the works, the company will notify the customer and will charge accordingly.

5.5. Mandatory work required for installation to comply with Australian standards, not previously quoted will be treated as a variation and charged accordingly.

6. Price and Payment

6.1. At the company's sole discretion, the price shall be either;

6.1.1. As indicated on invoices provided by the company to the customer in respect of works and/or materials supplied; or

6.1.2. The company's quoted price (subject to clause 6.2) which was agreed upon prior to commencement of works.

6.2. At the company's sole discretion, a deposit may be required.

6.3. Payment of the company's tax invoice must be made in any of the following manner; credit card, cash, bank transfer. Payment can be made by cheque at the company's discretion.

6.4. Payment of company's tax invoice must be made on or before the due date as outlined on the tax invoice. If no date is specified on the invoice payment must be made strictly seven (7) days from the date of invoice.

6.5. Where the customer fails to pay any tax invoice on or before the due date the customer agrees that the company will reserve the right to add late fees to the total outstanding amount. The customer will be liable to pay any fees/charges in addition to the original invoice.

6.5.1. Standard incursion for late payment is charged at an interest rate of 2.5% per thirty (30) days until the date of payment.

6.5.2. If any account remains overdue for forty-five (45) days then an amount of the greater of \$20 or 10% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which shall become immediately due and payable.

6.6. In the event the customer defaults in payment of an invoice, the customer shall indemnify the company from any costs incurred by the company in recovering the outstanding amount, including but not limited to solicitor's fees, and credit collection.

6.7. Any materials supplied by the company will remain property of the company until full payment is made.

6.8. The customer is not entitled to deduct any invoiced amount from any amounts owing to the customer by the company.

6.9. The company reserves the right to suspend any future works until full payment of prior invoices has been made. Under these circumstances the company will not be liable for any losses or damages incurred by the customer.

6.10. Where progress payments are applicable to the project these terms will be outlined and agreed upon either prior to commencement of works or throughout the project.

7. Customer's responsibility

7.1. It is the intention of the company and agreed by the customer that;

7.1.1. Any building/construction sites will comply with all Victorian and Australian occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation; and

7.1.2. The company is not responsible for the removal of rubbish from or clean-up of the building/construction site/s. This is the responsibility of the customer or the customer's agent.

7.1.3. The company is to have adequate and unrestricted access to all areas relating to works being undertaken.

7.2. In the event the above requirements are not met, the company reserves the right to apply an additional charge for lost labour while this is rectified.

8. Materials

8.1. Unless otherwise stated in this contract;

8.1.1. Only new suitable materials will be used.

8.1.2. Demolished materials will remain the customer's property.

8.1.3. Materials which the company brings to site which are surplus remain the property of the company.

8.2. The company reserves the right to apply an additional charge for any materials supplied by the customer.

8.3. The company maintains no legal liability for materials supplied by the customer. In these instances, the goods will be tested and deemed fit for purpose at the point of installation and any faults or failures associated with these products at this point or in the future, remain the responsibility of the manufacturer (and its associated warranty).

9. Cancellation

9.1. Cancellation of projects can be made at no penalty where notice of more than three (3) days is made by the customer from the date of the project booking.

9.2. Cancellation of less than three (3) days may incur a lost booking surcharge, at discretion of the company. The customer may also be charged for any incidentals purchased by the company for the purpose of that booking.

9.3. No charges will be applied for customers looking to reschedule their booking.

10. Compliance

10.1. All works completed by the company are compliant with Australian Standards AS/NZS 3000. And any other relevant standards applicable to the work being carried out.

10.2. The customer shall provide and maintain the site in a manner which is compliant with all relevant occupational health and safety laws.

10.2.1. Should the site not comply, the company reserves the right to suspend services until such time as the site has been deemed to be

complaint. The company will not be liable for any losses or damages incurred by the customer while these safety breaches are rectified or resolved.

11. Defects

11.1. The customer shall inspect the works on delivery and shall within thirty (30) days of delivery notify the company of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quote. The customer shall afford the company an opportunity to inspect the works within a reasonable time frame from the delivery of works if the customer believes the works are defective in any way. If the customer shall fail to comply with these provisions the works will be presumed to be free from any defect or damage.

11.2. The company will not be held liable for any defects caused by either the customer or another party following the delivery of works.

12. Warranty

12.1. The company warrants any work carried out for twelve (12) months following the delivery of works. Within this period, it is the responsibility of the company to remedy any faults or issues that may arise (subject to clause 12.2 & 12.3).

12.2. The warranty shall not cover any defect or damage which may be caused, partly caused by or arise through;

12.2.1. Failure on the part of the customer to properly maintain any works or materials.

12.2.2. Failure on the part of the customer to follow any instructions or guidelines provided by the company or product user manual.

12.2.3. The continued use of any works after any defect becomes apparent or would have become apparent to a reasonable prudent operator or user.

12.3. The company will not be liable for any faults caused by either the customer or another party following the delivery of works. Including but not limited to; tampering with the product, alteration of any material, misuse of material, or use of any material outside its intended purpose

12.4. For material not manufactured by the company the warranty shall be the current warranty provided by the manufacturer of the material.

12.5. The warranty shall cease and the company shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the company's consent.

13. Asbestos

13.1. All pricing is based on our work being performed in an asbestos free environment. The customer shall accept full responsibility for the resolution of any problems and for delays and additional costs (if any) to the Company and its Subcontractors which may result from the presence of asbestos or asbestos contaminated materials in or about the site on which the works or any part thereof are to be performed.

14. Other

14.1. the company will not be liable for any theft, damage, or tampering of any materials throughout the duration of the project. Should these circumstances occur the company reserves the right to invoice for any works required to be carried out to replace or rectify any issues. It is the customers responsibility to seek compensation through their insurance.

14.2. Any fees or charges incurred from another party mandatory for completion of works, such as a supply authority, are to be paid by the customer.

14.3. Where the company has designed, drawn or written plans or a schedule of works for the customer, then the copyright in those plans, schedules, designs and drawings shall remain vested in the company, and shall only be used by the customer at the company's discretion.

15. General

15.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable; the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.

15.3. The company shall be under no liability whatsoever to the customer for any indirect loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by either party of these terms and conditions.

15.4. The company may sub-contract or licence all or any part of its rights or obligations without the customer's consent.

15.5. The company reserves the right to review these terms and conditions at any time. If following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the company notifies the customer of such.

15.6. The company may make mention and/or use images of any project for marketing and public relations purposes.

15.7. Neither the company nor the customer shall be held liable for any breach of these terms and conditions where the breach arises from any act of god, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.