

Standard Conditions of Service

1. Terms

Terms used in this contract have the same meaning as used in the Quotation, specifically the works or services as described in the Quotation (Works).

2. Implied terms

- 2.1 Subject to clause 2.2, to the extent permitted by law, all implied warranty, terms and conditions are excluded.
- 2.2 Nothing in clause 2.1 or this contract is intended to exclude any guarantees under the Australian Consumer Law. If you are a consumer as defined in the Australian Consumer Law then:
 - (a) the Works and Materials come with guarantees and protections that cannot be excluded under the Australian Consumer Law; and
 - (b) to the extent to which any provision of this contract is inconsistent with those guarantees and protections, then to the extent of any inconsistency, those provisions of this contract do not apply.

3. Standard of Work

- 3.1 We will carry out the Works in a proper and workmanlike manner and in accordance with the plans and specifications (if any), all relevant Australian Standards and laws.
- 3.2 We will supply the Materials which will be of suitable standard for the purpose for which they are intended. Unless otherwise specified, all Materials will be new.

4. Completion and Extension of Time

- 4.1 We will complete the Works with due care and skill on or around the completion date, or if no time is specified, within a reasonable time for works of a similar nature to the Works.
- 4.2 We will be entitled to an extension of time to complete the Works if an event occurs which is outside of our control which causes a delay to the completion of the Works. We will notify you of the revised estimated completion date, if necessary.

5. Site Conditions

- 5.1 If we encounter conditions or issues in relation to the site which we were not aware of at the time of the Quotation, we will suspend the performance of the Works until:
 - (a) the Works are varied or the Quotation Total is varied under clause 11 to include any additional costs and expenses incurred by us to address the conditions or issues; or
 - (b) You have adequately addressed the conditions or issues.
- 5.2 Site conditions include any underground cables, conduits or any other objects, conditions, and ease of access within the site including the roof space, not reasonably foreseen or disclosed to us by you.
- 5.3 If you have informed us prior to the commencement of the Works of the presence and actual location of underground services on the site, then we will make good at our cost any damage caused by us to the underground services.
- 5.4 If you have not informed us under clause 5.3, then we will have no liability for any damage caused by us to any underground services and you must indemnify us for any additional costs and expenses incurred by us in relation to any damage to the underground services.
- 5.5 If asbestos, contamination or any other toxic substance which are a risk to health and safety are present on the site, then we may elect to:
 - (a) address the presence of asbestos, contamination or toxic substance under clause 5.1; or
 - (b) terminate this contract under clause 14.2.

6. Excavations

- 6.1 Any excavation required for the Works will be done by us by machinery, subject to clause 6.2.
- 6.2 If we cannot have access to use machinery or if you request us to excavate by hand, then we will suspend the performance of the Works until the Works are varied or the Quotation Total is varied under clause 11 to include any additional costs and expenses incurred by us.

7. Access and Safety

- 7.1 You must provide us access to carry out the Works during working hours.
- 7.2 You must remove any items on the site including furniture and personal goods to ensure there is clear and safe access for us to perform the Works and to protect your property from damage. Failure to remove any item pursuant to this clause will result in you incurring additional charges at our standard hourly rate.
- 7.3 You must ensure that at all times during the performance of the Works, the site complies with all legislation, including the *Occupational Safety and Health Act 1984 (WA)*. You must indemnify us for any additional costs and expenses incurred by us if we need to take any action to ensure that the site complies with all legislation required during the performance of the Works.

8. Charges

You must pay, or reimburse us, for any costs or charges due to any statutory authority or other relevant service provider incurred in relation to the Works.

9. Unsafe Wiring or Equipment

- 9.1 You acknowledge that pursuant to legislative requirements, if we encounter unsafe wiring or equipment (**Incident**) we must not permit the unsafe wiring or equipment to be connected or to remain connected to an electrical installation or supply of electricity and we are legally required to repair or isolate the Incident and report the Incident.
- 9.2 If we encounter an Incident, then we may elect to:
 - (a) isolate the affected circuit; or
 - (b) perform such additional works necessary to ensure compliance with all legislative requirements,and in either case, you must indemnify us for any additional costs and expenses incurred by us in relation to the Incident.
- 9.3 You acknowledge that depending on the risks posed by the Incident, we will use our reasonable endeavours to consult you prior to making an election under clause 9.2.

10. Making good damage to Property

- 10.1 The Works do not include making good any damage caused by us to your property, including any damage to finished surfaces, ceiling, tiles, panels, face brickwork, walls and rendered surfaces. You are responsible for making good any damage to your property.
- 10.2 Clause 10.1 does not apply where:
 - (a) You are a consumer under the Australian Consumer Law; and
 - (b) We have failed to use due care and skill.

11. Variations

- 11.1 You may seek a quote for a variation to the Works or the Materials by a request to us in writing.
- 11.2 If there is a request for variation under clause 11.1 or a variation arises under this contract, we will provide you with a revised Quotation setting out the adjustments to the cost of the Works or the Materials and change to the time for completing the Works.
- 11.3 If you are a consumer under the Australian Consumer Law, you may reject the quote for variation and we may sever those portions of the Works subject to the quote for variation. If we elect not to sever the Works, then this contract is terminated and you must pay us all costs and expenses incurred up to the date of termination. If you are not a consumer, then other than for a request for variation under clause 11.1, you are deemed to agree to variations arising under this contract.
- 11.4 If you accept the quote for variation the Quote Total, the completion date and the Works and the Materials will be varied, in accordance with the quote for variation.

12. Cleaning Up

- 12.1 On completion, we will remove from the site all plant and equipment and rubbish relating to the Works. All demolished and surplus Materials are our property unless otherwise agreed with you.
- 12.2 You must reimburse us for any third party costs incurred by us in connection with rubbish removal or disposal.

13. Defects

- 13.1 You must notify us in writing of any major or material omissions or defects in the Works or Materials (**Defects**) which become apparent within 13 weeks from the date the Works are completed. Defects exclude any damage caused by you or any third party.
- 13.2 We must make good at our cost any Defects notified by you under clause 13.1.
- 13.3 We have no liability for Defects which arise after 13 weeks from the date the Works are completed or which you have failed to notified us within the 13 week period from the date the Works are completed.
- 13.4 If you are a consumer under the Australian Consumer Law, then:
 - (a) Your rights under this clause are in addition to other rights and remedies available to you under laws in relation to the Works;
 - (b) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

14. Termination

- 14.1 You may terminate this contract by written notice to us if:
 - (a) We are placed under administration, go into liquidation or are declared bankrupt; or
 - (b) We breach a term of this contract and we do not remedy the breach within 10 working days of being notified by you to do so;
- 14.2 We may terminate this contract by written notice to you if:
 - (a) You are placed under administration, go into liquidation or are declared bankrupt; or
 - (b) You breach a term of this contract and you do not remedy the breach within 10 working days of being asked by us to do so; or
 - (c) asbestos, contamination or other toxic substances which pose a risk to health and safety are present at the site.

15. Insurance

- 15.1 We confirm we have current insurance cover for:
 - (a) public liability and products liability insurance to cover liability to third parties for death or personal injury or damage to property;
 - (b) workers' compensation insurance to cover our employees; and
 - (c) accident policy insurance for self employed contractors.
- 15.2 We will provide you with proof of currency of our insurances on your request.

16. Breach

- 16.1 You must pay to us all costs incurred by us, including legal fees, on a full indemnity basis in consequence of or in connection with any default by you under this contract and in the enforcement or attempted enforcement by us of any of our rights or remedies in relation to any default.

17. Limitation of Liability

- 17.1 We will not be liable to you in contract or in tort or otherwise for any special or indirect damages or loss of profit resulting from, or arising in connection with, this contract or the performance of the Works, including any breach of contract or any negligent act or omission by us, our agents or our employees.
- 17.2 Our liability to you for any loss, costs, expenses or damage arising from, or in connection with, this contract or the performance of the Works, including any breach of contract or any negligent act or omission by us, our agent, or our employees, is limited to the amount equal to the Quotation Total.
- 17.3 If you are a consumer under the Australian Consumer Law, nothing in this clause 17 is intended to limit or affect your remedies under the Australian Consumer Law.