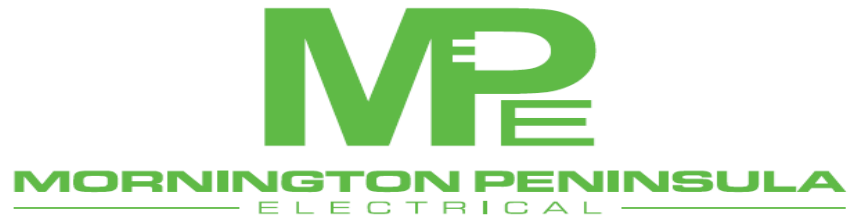


TERMS & CONDITIONS



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ABN 35 296 875 485 --- REC 18106

Mornington Peninsula Electrical ABN 35 296 875 485

STANDARD TERMS AND CONDITIONS

These are the Contractor (“we” or “our”) standard Terms and Conditions which will apply to every contract when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply product/s.

The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

ENGAGEMENT

1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
2. The Contractor holds all necessary licences and permits required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor. The Contractor and all the Contractor’s employees and permitted sub-contractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the service to the required standards and codes.
3. Where any manuals are required in order for the Customer to enjoy or use the services, the Contractor will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.
4. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service.
5. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
6. If the Customer requires a variation to the service, the Contractor will provide a quotation for performing the service as varied which additional sum will be added to the price if

accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation.

7. The Contractor may use sub-contractors to provide any of the service. In such circumstances, the Contractor will ensure that:
 - (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
 - (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of these terms;
 - (c) the sub-contractors so engaged have current or necessary insurances.
8. Mornington Peninsula Electrical is not liable for the performance of work carried out by subcontractors and this is only offered as 3rd party provider
9. If the work involves trenching, the customer is recommended to undertake service location services for an additional charge, as we are not responsible for any damages if this service is not used. We are not liable to complete the works if there are immovable objects in the ground eg boulders etc.
10. For any changeover appliance work the job is for changeover only, it covers removing and reconnecting new appliance and sundry items, it does not cover: gas regulators in the way of new oven, modifications of non standard cabinet sizing, flueing of new rangehood, upgrade of cable or switchboard
11. Any requests of work are subject to the Doctrine of Privity of Contract, any work order must be paid by company or persons that requested the work, and under that Doctrine cannot impose obligations of payment to a 3rd party. We are not responsible for failure of payment regardless of who is deemed responsible, we will pursue the matter until the debt is recovered

ACCEPTANCE OF THESE TERMS

12. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions, including verbal agreements. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.
13. In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.
14. Should the Customer cancel the engagement of the Contractor after it has been accepted, the Customer agrees they may be held liable for any costs incurred by the Contractor in

relation to the provision of the services and/or provision of products up to the point of cancellation.

QUOTES, INVOICES AND PAYMENT

15. The Customer will pay the Contractor's fee within 14 days of completion. The price includes GST and is the full amount which the Customer will pay for the service.
16. The Contractor will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. The tax invoice will also separately identify any GST payable. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price at the discretion of the Contractor
17. Payment of the Contractor's tax invoice should be made in the following manner: Credit card, cheque, electronic transfer to the Contractor's bank account or Cash.
18. Where the Customer fails to pay any tax invoice on or before the due date, the Customer will be sent a reminder invoice and final letter of demand
19. In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitors fees.
20. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.
21. In the event of previous work found not to standard that may or may not affect the works being done, we are obligated to advise you of any fault and with your permission rectify the fault immediately, failure to do so we are required to disconnect any dangerous wiring and notify Energy Safe Victoria in writing

Occupational Health and Safety/Workplace Health and Safety

22. The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorised to occupy those premises and obtain the service.
23. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.
24. The Customer will ensure that the Contractor will have unencumbered and unobstructed access to the area/s of the premises requiring the service.
25. The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment,

materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.

- 26.** The Contractor will at all times have current Workers Compensation insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

LIMITATION ON WARRANTY

- 27.** The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).
- 28.** All statutory warranties that can be lawfully excluded are hereby expressly excluded. The contractor is not responsible for costs involved returning the item back to supplier and if done is gesture of goodwill.
- 29.** To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.
- 30.** Warranties are as per manufacturer, it is the customer responsibility to contact the manufacturer if they have a claim, we can assist in this matter if required to give evidence of purchase or installation or certificate
- 31.** No warranty for light globes as these are consumable item
- 32.** Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the *Competition and Consumer Act* 2010 (Cth) to, at the discretion of the Contractor:
- (a) the supplying of the service again; or
 - (b) the payment of the cost/s of having the service supplied again.

JURISDICTION

- 33.** It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Victoria and each Party covenants that it submits to the jurisdiction of the Courts of Victoria for the resolution of any dispute under the Agreement.

FORCE MAJEURE

- 34.** Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.