

Terms and Conditions for provisions of services and goods (“terms”)

Interpretation

In these terms and conditions:

“Agreement” means an agreement between the Company and Customer for the provision of Services. An Agreement will come into existence on the date the Customer signs the Authorisation in writing in accordance with these Terms;

“Authorisation” means a quotation as set out in the written Authorisation to Carry Out Electrical Work provided by the Company to the Customer in response to a Request for Services which sets out the Quotation Price and the details of the Services to which these Terms are annexed (if applicable);

“Company” means McPaul Electrical Pty Ltd; [ACN 120 597 131] as named in the Authorisation;

“Customer” means the Customer of Services to be supplied by the Company as detailed in the Authorisation;

“Deposit” means the deposit amount set out in the Authorisation;

“Goods” means the goods required to be purchased and supplied by the Customer to complete the Services;

“Payment Dates” means the payment dates as specified on the Authorisation or as otherwise agreed in writing by the parties;

“PPSA” means the Personal Property Securities Act 2009 (Cth);

“Price” means the Quotation Price as adjusted by the Company in accordance with these Terms as necessary;

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Company **“Quotation Price”** means the total amount payable for the Services as detailed in the Authorisation or as provided for in accordance with the rates set out in the Authorisation, including applicable GST, and any cost of delivery to the Customer;

“Request for Services” means a request for services submitted by the Customer to the Company which details the Services requested by the Customer;

“Services” means the services and Goods to be supplied by the Company to the Customer as detailed in the Authorisation and includes any parts thereof; and

“Website” means the Company’s website.

General

1. These Terms will apply to the supply of the Services despite any conflicting terms proposed by the Customer, unless waived in writing by the Company.

2. These Terms together with the Authorisation constitute the entire Agreement.

3. The Customer must provide the Company with all necessary information in relation to the Services within a sufficient time to enable the Company to perform its obligations under these Terms.

Formation of Agreement

4. An Agreement will be formed between the Customer and Company in the following way:

4.1 to order the Services, the Customer must provide a Request for Services to the Company;

4.2 the Company will then provide the Customer with a Authorisation; and

4.3 an Agreement will be binding on the Customer and Company and will come into existence on the date the Customer accepts the Authorisation in writing in accordance with these Terms.



Authorisation

5. The Customer must provide sufficient information when submitting a Request for Services to enable the Company to provide an accurate Authorisation and Quotation Price.
6. Any deficiency in the Services caused by inadequate or inaccurate information provided in a Request for Services will be the Customer's responsibility.
7. The Company will not be liable for any loss or damage caused as a result of the Customer's inadequate or inaccurate information, subject to the Company's negligence or breach of these Terms.

Changes to Request for Services or Authorisation

8. In the event that the Customer requests a variation to a Request for Services or any details set out in an Authorisation, the Company will provide the Customer a written variation document detailing the amended Services, the amended Quotation Price, and the likely delay, if any, in providing the Services ("Variation Terms").
9. The Customer must provide its written acceptance of the Variation Terms before the Company will provide the amended Services.

Price

10. The quotation set out in an Authorisation is automatically revoked 30 days after it is issued.
11. The Company reserves the right at any time before the delivery of the Services, by giving prior written notice to the Customer, to increase the Quotation Price to reflect any increase in the cost to the Company due to any factor beyond its control, (including without limitation changes in taxation laws, significant increase in the costs of labour, materials, or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services requested by the Customer, or any delay caused by the Customer's failure to give the Company adequate information or instructions. If the Customer does not accept the change in Quotation Price, the Customer may terminate these Terms immediately by providing written notice to the Company.

Completion

12. The completion time specified in the Authorisation is based on conditions existing at the date of the Authorisation and is provided as an estimated date of completion only.

13. Subject to clauses 30 and 34, the Company will not be liable for loss or damage (including consequential damage) arising out of the lateness of completion or non-completion of the Services.

Payments

14. Unless otherwise agreed by the Company in writing, the Customer must pay:

14.1 the Deposit to the Company upon accepting the Authorisation; and

14.2 the total Price without deduction in accordance with these Terms and the payment terms set out in the Authorisation.

15. If the Customer selects on the Authorisation to pay the Price by way of credit card payments, the Customer authorises the Company to debit the Price instalments as set out in the Authorisation from the Customer's credit card on the Payment Dates unless otherwise advised in writing by the Customer to the Company. If the credit card payment is declined, the Company will issue a notice to the Customer at the details provided in the Authorisation ("Final Notice"). If the Final Notice is not paid within seven days of the date of the Final Notice, the Company will render a further invoice to the Customer for the total amount outstanding.

16. Allowance to the Customer of additional time to pay the Price will not constitute a waiver by the Company of any of these Terms.

17. In the event of non-payment of the Price in accordance with these Terms or the Authorisation, the Customer will pay all reasonable collection expenses, legal costs and any other reasonable expenses incurred by the Company in connection with the non-payment.

18. If the Customer fails to pay the Price to the Company in accordance with these Terms, the Company will issue a default notice in relation to any amount due and not paid and give the Customer not less than 14 days' notice within which to remedy the



non-payment. If the non-payment is not remedied within the period stipulated within such notice, then the Company may in its absolute discretion acting reasonably;

18.1 charge the Customer monthly interest on the portion of the Customer's account overdue from time to time at the annual percentage rate of 5% per annum from the date on which the default arose; and/or

18.2 charge an administrative fee equal to an amount up to or equivalent to 5% of the amount of credit provided by the Company to the Customer.

Customer's Responsibility

19. The Customer will ensure that the Company has uninterrupted access to the site at which the Services will be performed for the duration of the Services.

20. The Customer acknowledges and agrees that:

20.1 any building or construction sites on which the Services are performed will comply with all applicable occupational health and safety laws relating to building and construction sites and any other relevant safety standards or legislation; and

20.2 the Company is only responsible for the removal of rubbish from or clean up of the site at which the Services are performed to the extent that it is created in carrying out the works undertaken.

20.3 the Company will only remove packing materials from items provided by the Company unless agreed otherwise.

21. If the Customer is to provide goods or other services for which the Services are required, then the Customer must have the site ready and goods available at least 24 hours before the time at which the Company requires to perform the relevant Services in respect of such other goods or services.

Title and Risk

22. In relation to Goods supplied as part of the Services:

22.1 title in those Goods will not pass to the Customer until the Price is paid in full;



22.2 risk in those Goods will pass to the Customer immediately upon delivery to or collection of those goods;

22.3 until the Company receives full payment of the Price, the provisions of clauses 24 to 29 inclusive apply and the Company has the right (without prejudice to any other rights and remedies it may have) to recover, remove and/or resell those Goods free from any claims by the Customer in accordance with this clause 22; and

22.4 the Customer will indemnify the Company against any costs, claims, damages or losses suffered by the Company or a third party as a result of the Customer's inability to pay the Price for the Goods.

23. In relation to those Goods supplied as part of the Services, if the Customer has not paid the Price but sells or otherwise disposes of those Goods or any part of them, the monies received in respect of the disposal of those Goods will be held on trust by the Customer for the Company and will be payable immediately to the Company.

PPSA

24. Where the Company has supplied Goods as part of the Services to the Customer but where title in those Goods has not yet passed to the Customer and the Goods have not yet become affixed to land, the Customer acknowledges and agrees that:

24.1 the Goods constitute Personal Property for the purposes of the PPSA;

24.2 these Terms constitute a Security Agreement for the purposes of the PPSA;

24.3 the Customer will grant the Company a purchase money security interest ("PMSI") under the PPSA in the Goods and their proceeds to secure all amounts owed to the Company by the Customer;

24.4 the Company may register the PMSI on the Personal Property Securities Register ("PPSR");

24.5 it will undertake to do all things necessary and provide the Company on request all information the Company requires to register a financing statement or financing change statement on the PPSR;



24.6 it undertakes not to change its name in any form or other details on the PPSR without first notifying the Company; and

24.7 it will, if required by the Company, pay to the Company the cost of registering and maintaining registration of the Customer's PMSI on the PPSR, within 14 days of the request.

25. The Company need not give any notice under the PPSA (including a verification statement or a financing change statement) unless the notice is required by the PPSA and cannot be excluded.

26. No party may disclose information of the kind referred to in section 275(1) of the PPSA (except where the parties may do so and where required due to the operation of section 275(7) of the PPSA) and the Customer must not authorise the disclosure of such information.

27. The Customer appoints the Company as its attorney to sign in the Customer's name all documents which the Company considers necessary to enforce and to protect its rights under these Terms.

28. The Customer agrees that, to the maximum extent permitted by law, it waives any rights it may have pursuant to, and the parties contract out of, sections 95, 118, 123, 125, 128, 129, 130, 132(1), 132(4), 135, 142 and 143 of the PPSA.

29. The Customer acknowledges that unless otherwise defined in these Terms, the terms and expressions used in clauses 24 to 29 inclusive have the meanings given to them, or by virtue of, the PPSA.

Warranty & Liability

30. The Company does not exclude or limit the application of any provision of any statute (including the *Competition and Consumer Act 2010*(Cth)) where to do so would contravene that statute or cause any part of these Terms to be void.

31. The Company warrants that any Goods forming part of the Services will be:

31.1 of merchantable quality using proper materials; and



31.2 reasonably fit for their purpose as designed.

32. The Company excludes from the Agreement all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause these Terms to be void (“Non-Excludable Condition”).

33. To the maximum extent permitted by law, the sole liability of the Company to the Customer in respect of any defective Goods or Services (at the election of the Company) is limited to:

33.1 the re-supply of the defective Goods or Services to the Customer;

33.2 a refund of the price paid by the Customer for the defective Goods or Services.

34. If the Customer is a consumer, as defined under the *Competition and Consumer Act 2010* (Cth), the Company does not exclude liability to the Customer for breach of any Non-Excludable Condition in respect of the Services obtained for personal, domestic or household use and consumption. However, otherwise to the maximum extent permitted by law, neither party will be liable to the other for any indirect or consequential loss or damage.

35. The Customer warrants that it has not relied on any representation made by the Company which has not been stated expressly in the Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by the Company.

36. To the maximum extent permitted by law, the Customer will indemnify and will continue to indemnify the Company, its officers, employees and contractors (“Company Indemnified Parties”) against any liability, loss, damage, claim, action, demand, costs, or expenses incurred or suffered by the Company Indemnified Parties, including, but not limited to:

36.1 any breach of these Terms;

36.2 any breach of any laws by the Customer;

36.3 any act or omission (negligent or otherwise) by the Customer; or



36.4 any action or trespass resulting from the Company entering the location in accordance with clause 22.3, except to the extent that the claim results from the negligence, fault or willful misconduct of the Company Indemnified Parties.

37. To the maximum extent permitted by law, the Company indemnifies and keeps indemnified the Customer against any and all claims suffered or incurred by the Customer arising out of:

37.1 any negligent act or omission of the Company;

37.2 any breach by the Company of these Terms or any applicable law, except to the extent that the claim results from the negligence, fault or willful misconduct of the Customer.

38. The limitations and indemnities contained in clauses 30 to 37 continue after the expiration or termination of these Terms.

Defects

39. Subject to any statutory provisions to the contrary, if after completion of the Services the Customer considers that the Services are not in accordance with the Authorisation or defective in any way, the Customer must give the Company written notice together with reasons within seven days of completion of the Services, and unless such notice is given, the Services shall be deemed to comply with the Authorisation in all respects.

40. Upon receipt of a notice in accordance with clause 39 and subject to the Company being satisfied (acting reasonably) that the Services do not comply with the Authorisation or are defective, the Company in its absolute discretion may elect to either:

40.1 re-supply the non-conforming or defective Services or;

40.2 provides the Customer with a refund or credit in respect of the non-conforming or defective Services.

Termination

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41. Either party may terminate these Terms upon 48 hours' notice in writing to the other party.

42. Either party may terminate these Terms immediately by written notice to the other if:

42.1 the other party commits a material breach of these Terms and that breach is not rectified within seven days of being notified; or

42.2 the other party becomes or is presumed insolvent or bankrupt.

43. In addition to giving notice to terminate the Agreement the Company may:

43.1 retain any moneys paid by the Customer for Services already rendered;

43.2 be regarded as discharged from any further obligations under these Terms;
and

43.3 pursue any additional or alternative remedies provided by law.

GST

44. If GST is imposed on any supply made under or in accordance with these Terms, the Customer must pay the Company an amount equal to the GST payable on or for the taxable supply, subject to the Customer receiving (if required by law) a valid tax invoice in respect of the supply. Payment of this amount must be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms.

Privacy

45. The privacy of the Customer's personal information is important to the Company. The Company is committed to respecting the Customer's right to privacy and protecting the personal information and credit related information ("personal information") of the Customer. The Company is bound by the Australian Privacy Principles in the *Privacy Act 1988*(Cth).



46. The Customer acknowledges that any personal information collected by the Company is subject to the Company's Privacy Policy, available on the Company's Website.

47 The Company's Privacy Policy sets out:

47.1 the purposes for which the Customer's personal information is collected;

47.2 the consequences if the Customer's personal information is not provided to the Company;

47.3 the third parties to which the Company discloses the Customer's personal information;

47.4 how the Customer may seek access or correction of its personal information;

47.5 whether the Customer's personal information is likely to be disclosed to overseas entities and in which countries; and

47.6 how the Customer can complain about a breach of the Company's obligations in respect of the Customer's personal information and how such a complaint will be dealt with.

Intellectual Property

48. All information provided by the Company and its authorised representatives is confidential.

49. Any plans, drawings specifications and estimates given by the Company must not be disclosed to any third party without the written consent of the Company or used by the Customer other than for the purposes of these Terms. Copyright in all plans, drawings, designs and Services and any reproductions remain with the Company.

50. All plans, drawings and designs remain the property of the Company and must be returned to the Company immediately upon demand.



Variation

51. The Company may add or vary these Terms from time to time by uploading the varied Terms to the Website and notifying the Customer that the Terms have been varied.

Sub-contract

52. The Company may subcontract any or all of its rights and obligations under these Terms without the Customer's consent.

Governing law

53. These Terms are to be governed and interpreted in accordance with the laws of the State of Queensland. The parties agree to submit themselves to the non-exclusive jurisdiction of the courts of Queensland and any competent appellate courts.

Notices

54. Any notice to be given by one party to the other must be signed by the party giving the notice or by one of its duly authorised officers. The notice may be emailed to the intended recipient's email address. Communication by text is also acceptable.

Force Majeure

55. No party is liable for any failure to perform and delay in performing its obligations under these Terms if failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds 60 days the other party may terminate these Terms with immediate effect by giving notice to either party. This clause does not apply to any obligation to pay money.



Our Workmanship Guarantee

56. Our workmanship guarantee only includes work carried out by our technicians and does not include products or parts supplied. Product warranties apply as per information provided by the manufacturer/supplier.

57. If a client has a claim of any kind, they will need to contact the company as soon as they become aware of it to organise an inspection with a technician.

58. The workmanship warranty will be honoured upon presentation of the tax invoice/receipt or any other reasonable proof of purchase or supply by us.

59. Our workmanship guarantee does not include faults beyond our control, including but not limited to faults caused by client misuse or negligence or pre-existing conditions or work not included/completed in original services done/invoiced by the company.

Making a Booking

We will advise you that by making a booking and inviting a technician to attend your premises you understand that:

1. We will first conduct a visual assessment of the work you are requesting to have undertaken, including advising of any issues or concerns for repair or replacement we identify as part of this;
2. For each potential solution, we will provide a fixed price quote: this may include the recommendation of new parts or replacements;
3. If you accept our quoted price, we will then be able to carry out and complete the quoted work.

If you don't agree to these terms please advise us at the time of your booking.