

General Trading Terms and Conditions

1. General Trading Terms and Conditions

By accepting a quotation or delivery of any works from AS Electrical Services, you are entering into a legally binding contract in accordance with our General Trading Terms and Conditions.

2. Acceptance and Deposit

2.1. The Client is deemed to have exclusively accepted and is immediately bound by these terms and conditions upon placing an order for or accepting delivery of any works.

2.2. A minimum call-out fee applies for any works performed by the Contractor after hours. This fee is equivalent to four (4) hours of labour at the Contractor's quoted hourly labour rate, plus travel costs and parts, depending on the time and day (weekday, weekend, or public holiday).

2.3. The Client shall pay the required deposit upon agreeing to the provided quotation. Deposits are required based on project value (including GST):

Less than \$2,000: 50% deposit upon booking.

\$2,001 - \$8,000: 40% deposit upon booking.

\$8,001 - \$14,000: 35% deposit upon booking.

\$14,001 - \$20,000: 30% deposit upon booking.

Over \$20,001: 25% deposit upon booking.

The remaining balance is due upon completion of the work. Note: Card payments incur a 2.2% surcharge.

3. Quotations, Pricing, and Works

3.1. Where a quote has been provided:

The quoted price, exclusive of GST, includes the fixed price component, allowances for Prime Cost Items, and Provisional Sums.

Quotes are valid for 30 days from the issue date and are based on information provided by the client or a preliminary onsite assessment. If onsite conditions differ (e.g., structural or environmental impediments), the client will be promptly notified, and any necessary price adjustments will be discussed.

3.2. Where no quote has been provided, the contract price is based on the hourly rate, Prime Cost Items, and GST.

3.3. Quotations are based on information reasonably available at the time of preparation.

3.4. If actual costs for Prime Cost Items or Provisional Sums exceed those in the quotation, the contract price will increase accordingly, including an allowance for the Contractor's margin.

3.5. Contract prices may also increase due to Abnormal Site Conditions, Variations, or absence of a formal quote.

3.6. Quotations are valid for 30 days unless otherwise specified. The Client must sign and return the quotation within 10 days to form a contract.

3.7. The Contractor will not supply or undertake works not specifically listed in the quotation unless agreed via a valid Variation.

3.8. Agreement to a quotation or payment of the deposit constitutes acceptance of these terms.

3.9. All prices and amounts payable are calculated on a GST-exclusive basis unless stated otherwise, and GST will be added.

3.10. Fixed-price works reflect administrative costs, business expenses, and average completion times based on historical data.

3.11. Delivery of materials is the Client's responsibility. Redelivery and storage fees may apply if the Client cannot accept delivery as arranged.

3.12. Changes to circuits not protected by RCDs will necessitate safety upgrades in compliance with Australian Standards, incurring additional costs.

3.13. The quote does not cover rectifying faults discovered during testing of the existing installation.

3.14. Only materials certified to meet Australian Standards will be used. If the client requests specific materials, this may result in additional costs.

4. Statutory Warranties

4.1. The Contractor warrants that:

Works will be completed with reasonable care, skill, and diligence.

All materials supplied will be of good quality, suitable for their intended use, and new unless otherwise specified.

Works will comply with all laws, plans, and specifications.

Provisional Sum or Prime Cost Item estimates are calculated with reasonable care based on available information.

4.2. Faulty materials are subject to the manufacturer's warranty. Claims must be directed to the manufacturer; the Contractor is not responsible for repair or replacement.

5. Plans, Specifications, and Approvals

5.1. Plans and specifications are included in the quotation unless otherwise stated.

5.2. Amendments to plans and specifications may only be made:

By mutual agreement.

To resolve buildability issues.

To ensure compliance with laws.

5.3. The party providing plans warrants they are prepared with reasonable care and do not infringe third-party rights.

5.4. Plans prepared by the Contractor remain the Contractor's property until full payment is made.

5.5. Changes to plans may result in Variations.

5.6. The Client is responsible for obtaining all required permissions, permits, and approvals unless otherwise specified.

5.7. Costs associated with special equipment, asbestos removal, and similar exclusions are the Client's responsibility.

5.8. If approvals require additional work, the Contractor may issue a Variation.

5.9. If approvals are delayed beyond 90 days, the Contractor may suspend or terminate the works.

6. Access to Site

6.1. The Client must provide reasonable access for the Contractor to evaluate and prepare the site.

6.2. Delays caused by the Client or external factors may result in suspension of works and additional costs.

6.3. Any resulting delays will incur additional charges for losses, overheads, and profit margins.

7. Abnormal Site Conditions

7.1. Abnormal Site Conditions are not included in the quoted price.

7.2. Additional charges may apply for unforeseen site conditions, along with adjustments to timelines.

8. Existing Services and Electrical Installations

8.1. The Client warrants that existing services comply with current legal standards.

8.2. If upgrades are required, additional costs will apply, including a 20% profit margin.

8.3. The Contractor will not perform work outside their licence or assume liability for such work.

9. Client-Supplied Materials

9.1. Client-supplied materials are handled at the Client's risk. The Contractor is not liable for defects in these materials.

9.2. Warranty claims for Client-supplied materials must be directed to the supplier.

10. Payment Obligations

10.1. Deposits are due upon acceptance of the quotation.

10.2. Deposits are required based on project value (including GST):

Less than \$2,000: 50% deposit upon booking.

\$2,001 - \$8,000: 40% deposit upon booking.

\$8,001 - \$14,000: 35% deposit upon booking.

\$14,001 - \$20,000: 30% deposit upon booking.

Over \$20,001: 25% deposit upon booking.

10.3. Progress claims must be paid within one (7) days of receipt.

10.4. Final payment is due within seven (7) days of project completion unless otherwise agreed in writing.

10.5. Late payments incur interest at 0.23% per week and a \$20 weekly administration fee. Weekly overdue notices will include the updated total, inclusive of penalties.

10.6. Persistent non-payment may result in suspension or legal action, with all associated recovery costs payable by the Client.

11. Cancellations

11.1. Booking fees are non-refundable (\$110 inclusive of GST).

11.2. Cancellations within two (2) business days of scheduled work incur a 10% cancellation fee.

11.3. Restocking fees of 15% apply for non-special-order materials. Special-order materials are non-refundable.

12. Variations

- 12.1. Variations to the scope of works require written confirmation and may impact costs and timelines.
- 12.2. Client-authorised representatives may approve variations unless explicitly limited in writing.
- 12.3. The Contractor may claim payment for unforeseen variations, including latent conditions or regulatory requirements.

13. Time

- 13.1. Works will commence and complete as per the agreed schedule, subject to delays outlined in these terms.
- 13.2. The Contractor is not liable for liquidated damages due to delays caused by qualifying factors such as weather, approvals, or variations.

14. Insurance

- 14.1. The Contractor will maintain appropriate insurances, including public liability and workers' compensation.

15. Title to Materials and Equipment

- 15.1. Title to materials remains with the Contractor until full payment is received.
- 15.2. The Contractor reserves the right to repossess materials if payments are not made in full.

16. Dispute Resolution

- 16.1. Disputes must be notified in writing and resolved through negotiation within 10 business days.
- 16.2. Legal proceedings may follow unresolved disputes.

17. Notices

- 17.1. Notices must be sent in writing via hand delivery, post, or email.
- 17.2. Termination notices cannot be sent via email.

18. Default and Termination

- 18.1. Failure to rectify breaches within five (5) business days may result in termination or suspension of works.
- 18.2. Persistent or serious breaches by the Client allow the Contractor to terminate immediately.

19. General Provisions

19.1. These terms are governed by Queensland law.

19.2. Clients cannot assign their rights under this agreement.

19.3. Variations to these terms must be agreed upon in writing.

19.4. The Contractor's liability is limited to 5% of the contract sum and excludes consequential losses.

20. Invoice Disputes

20.1. The Client has two (2) business days to dispute invoices in writing. After this period, invoices are deemed accepted.

21. Amendments to Terms and Conditions

AS Electrical Services reserves the right to modify these Terms and Conditions at any time without prior notice. Changes take immediate effect upon posting. Continued engagement with AS Electrical Services constitutes acceptance of the updated terms. Clients are encouraged to review these terms regularly.

22. Additional Services

22.1. Any additional services requested by the client will incur charges as specified by AS Electrical Services.

23. Warranty and Liability

23.1. AS Electrical Services warrants that all services will be carried out with reasonable care and skill.

23.2. Defects reported within a reasonable time post-completion, not caused by misuse or negligence, will be rectified free of charge.

23.3. AS Electrical Services is not liable for damages resulting from:

The client's failure to provide clear access to the work area.

Pre-existing defects in the work area not identified prior to or during the project.

24. Indemnity

24.1. The client agrees to indemnify AS Electrical Services against claims, damages, or liabilities arising from misuse or neglect of the services provided.