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## STANDARD TERMS & CONDITIONS

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Paton's Electrical Services

Lic: 85726

ARC Lic: AU52796

ABN 16 983 778 480

**The Trustee for BK Family Trust trading as Paton's Electrical Services  
(The Supplier)  
STANDARD TERMS AND CONDITIONS**

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## **1. DEFINITIONS & INTERPRETATION**

- **Supplier:** Refers to The Trustee for BK Family Trust T/A Paton's Electrical Services, its successors, and authorised personnel or sub-contractors.
- **Customer:** Refers to the person, entity, or partners requesting Services. All Customers are jointly and severally liable.
- **Services:** All electrical work, goods, and materials supplied to the Customer at their request.
- **Acceptance:** Any act by the Customer requesting the Supplier to begin work constitutes irrevocable acceptance of these Terms.

## **2. PRICING & PAYMENT TERMS**

- **Quotations:** Valid for thirty (30) days from issue. If the period expires, a quote revision is required.
- **Deposit:** A **50% deposit** of the quoted price is required upon acceptance, with the balance due immediately upon completion of works.
- **Variations:** The Supplier may adjust the Price due to hidden difficulties, including site access, weather, or prerequisite work by third parties not being completed.
- **Default Interest:** Overdue accounts accrue interest at **2% per calendar month**, compounded monthly.
- **Recovery Costs:** The Customer is liable for all costs and disbursements incurred in debt recovery, including legal fees on a solicitor and own-client basis.

## **3. SITE CONDITIONS & SAFETY (WHS)**

- **Access:** The Customer must ensure clear, free, and safe access to the work site at all times.
- **Hazardous Materials:** If the Supplier discovers asbestos or other hazardous materials, work will cease immediately. The Customer is responsible for all professional remediation and disposal costs.
- **Site Damage:** The Supplier is not liable for damage to pathways, driveways, or grassed areas unless caused by gross negligence.
- **Safe Environment:** The Customer must ensure the property is a safe working environment and provide access to potable water.

#### 4. COMPLIANCE & PERFORMANCE

- **Standards:** All works will be performed in a competent manner in accordance with the **Electrical Safety Act (QLD)** and **AS/NZS 3000 (The Wiring Rules)**.
- **Existing Defects:** If pre-existing non-compliant wiring is found, the Supplier may suspend services until the site is upgraded to current safety standards at the Customer's expense.
- **Live Works:** Services near live conductors follow "Safe working on Low Voltage Electrical Installations" standards; mandatory disconnection may apply for safety.

#### 5. TITLE & RISK (PPSA)

- **Ownership:** Legal ownership of Goods does not pass to the Customer until the Supplier is paid in full.
- **Security Interest:** These terms constitute a security agreement for the purposes of the **Personal Property Securities Act 2009**.
- **Risk:** All risk for the works and materials passes to the Customer immediately upon delivery to the site or completion of the installation.

#### 6. WARRANTIES & LIABILITY

- **Fitness for Purpose:** The Supplier warrants that services and products will be fit for their intended purpose.
- **Limit of Liability:** Liability for any breach is limited to re-supplying the service or paying the cost of having it supplied again.
- **Force Majeure:** Neither party is liable for breaches caused by acts of God, natural disasters, or events beyond control, including unforeseeable supply chain disruptions.

#### 7. JURISDICTION

- This Contract is governed by the laws of **Queensland**, and parties submit to the jurisdiction of the Courts of Queensland.