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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**

**ABN: 16 983 778 480 | Electrical Lic: 85726 | ARC Lic: AU52796**

## **1. DEFINITIONS & INTERPRETATION**

- Supplier means The Trustee for BK Family Trust T/A Paton's Electrical Services, including its employees, contractors, subcontractors and authorised representatives.
- Customer means the person, company, entity or parties requesting the Supplier's Services. Where more than one Customer exists, liability is joint and several.
- Services means all electrical works, labour, goods, materials, equipment and associated services supplied by the Supplier.
- Acceptance of these Terms occurs upon the Customer:
  - accepting a quotation;
  - providing verbal or written approval to proceed;
  - requesting the Supplier attend site;
  - instructing works to commence; or
  - permitting works to continue.

Acceptance constitutes irrevocable agreement to these Terms & Conditions.

## **2. QUOTATIONS, PRICING & PAYMENT**

- Quotations are valid for thirty (30) days from the date issued unless otherwise stated.
- Unless otherwise agreed in writing, a deposit of 50% of the quoted amount may be required prior to commencement of works.
- The balance of all invoices is due immediately upon completion of works and is payable in accordance with the payment terms stated on the invoice.
- The Supplier reserves the right to issue progress claims for works completed and materials supplied.
- Variations to works requested by the Customer, or additional costs arising from latent conditions, site access issues, delays, hidden services, compliance requirements, weather, or third-party delays may result in additional charges.
- Variations may be charged whether or not a formal variation document has been signed where additional works are requested verbally, by conduct, or become reasonably necessary to complete the Services safely or compliantly.

- Any invoice not paid by the due date shall constitute a default under these Terms and the full outstanding balance owing to the Supplier shall become immediately due and payable.
- Overdue accounts may incur interest at the rate of 1.5% per calendar month, calculated daily and compounded monthly.
- The Customer shall be liable for all costs incurred by the Supplier in recovering overdue amounts, including reasonable legal and recovery costs.
- The Supplier may suspend or refuse further works or services where any account remains overdue.
- The Supplier shall not be liable for any loss, delay or damages arising from suspension of works due to overdue accounts.

### **3. SITE CONDITIONS & SAFETY**

- The Customer must provide clear, safe and uninterrupted access to the work site.
- The Customer warrants the site is safe and compliant with workplace health and safety obligations.
- If asbestos or hazardous materials are identified, works may immediately cease until appropriate remediation has been completed at the Customer's expense.
- The Supplier shall not be liable for damage to concealed or undocumented services, utilities or infrastructure unless caused by proven negligence.
- The Customer must provide access to power, water and amenities reasonably required to complete the Services.
- The Supplier may take photographs, videos and other site records of works, installations, defects and site conditions for operational, compliance, safety, warranty, training and evidentiary purposes.
- The Customer is responsible for obtaining all necessary approvals, permissions, site access and third-party consents required for the Services unless otherwise agreed in writing.
- Estimated completion dates are estimates only and the Supplier shall not be liable for delays caused by weather, supplier shortages, access restrictions, third-party delays or events beyond reasonable control.

### **4. COMPLIANCE & PERFORMANCE**

- All electrical works shall be completed in accordance with applicable Queensland legislation, the Electrical Safety Act (QLD), AS/NZS 3000 Wiring Rules and relevant Australian Standards.
- Where existing electrical installations are found to be unsafe or non-compliant, the Supplier may suspend works until rectification works are authorised.

- Where works are conducted near live electrical installations, the Supplier reserves the right to isolate or disconnect power where required for safety compliance.

## **5. TITLE, RISK & PPSA**

- Ownership of all goods and materials supplied remains with the Supplier until full payment has been received.
- Risk in goods and materials passes to the Customer immediately upon delivery to site or installation.
- These Terms constitute a security agreement pursuant to the Personal Property Securities Act 2009 (Cth) and the Supplier may register its security interest where applicable.

## **6. WARRANTIES & LIABILITY**

- The Supplier warrants that Services will be carried out with due care and skill and in accordance with applicable Australian Consumer Law obligations.
- To the extent permitted by law, the Supplier's liability for any claim relating to the supply of goods or services is limited to:
  - re-supplying the Services;
  - repairing or replacing the goods; or
  - paying the reasonable cost of doing so.
- The Supplier shall not be liable for indirect, consequential or economic loss including loss of production, loss of profits or business interruption.
- Neither party shall be liable for delays or failures caused by events beyond reasonable control, including weather events, supply shortages, industrial disputes or force majeure events.

## **7. JURISDICTION**

- These Terms & Conditions are governed by the laws of Queensland.
- The parties submit to the non-exclusive jurisdiction of the Courts and Tribunals of Queensland.