

Terms and Conditions

1. General

- 1.1 These terms and conditions apply to all services provided by Fractal Electrical Pty Ltd T/As Cool and Secure ("the Company").
- 1.2 By engaging the Company, the Client agrees to these terms and conditions.
- 1.3 The Company reserves the right to amend these terms and conditions at any time, with updated terms available upon request or via the Company's website.
- 1.4 If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2. Quotations and Pricing

- 2.1 All quotations provided by the Company are valid for 30 days unless otherwise stated.
- 2.2 Prices are based on the information provided by the Client. Any changes to the scope of work may result in a revised quotation.
- 2.3 Additional charges may apply for work required outside of standard business hours.
- 2.4 The Company reserves the right to correct any errors in quotations or invoices.

3. Payment Terms

- 3.1 Payment is due within 7 days of invoice unless otherwise agreed in writing.
- 3.2 The Company reserves the right to request a deposit prior to commencing work.
- 3.3 Progress payments may be required for larger projects, with payment milestones outlined in the quotation.
- 3.4 Late payments will incur interest at a rate of 10% per annum, calculated daily.
- 3.5 The Client is not entitled to withhold payment due to minor defects, provided these do not affect the overall functionality of the completed work.
- 3.6 In the event of a dispute over an invoice, the Client must notify the Company in writing within 5 business days of receipt, outlining the basis of the dispute.

4. Debt Collection

- 4.1 If payment is not received within 30 days, the Company may engage a debt collection agency or pursue legal action.
- 4.2 All costs incurred by the Company in recovering overdue payments, including legal fees, administrative fees, and debt collection agency fees, will be payable by the Client.
- 4.3 The Company reserves the right to suspend or cease work until outstanding payments are settled.
- 4.4 Any dishonoured payments may incur an additional fee to cover bank charges and administration costs.

5. Warranty

- 5.1 The Company provides a 24-month workmanship warranty on all air conditioning and electrical work from the date of completion.
- 5.2 Manufacturer warranties for supplied equipment or materials will be passed on to the Client.
- 5.3 The warranty does not cover faults caused by misuse, neglect, fair wear and tear, or unauthorised work performed by others.
- 5.4 Warranty claims must be made in writing and include proof of purchase and details of the defect.
- 5.5 The Company is not responsible for any loss of income, profits, or data resulting from a fault or defect.

6. Defects

- 6.1 The Client must inspect all work completed by the Company upon completion.
- 6.2 Any defects must be reported in writing within 7 days of completion. Failure to notify within this timeframe will be deemed acceptance of the work.
- 6.3 The Company will rectify any valid defects within a reasonable time frame.
- 6.4 The Company is not liable for defects caused by third-party interference or failure to follow operating instructions.

7. Risk and Title

- 7.1 Risk in all materials and equipment supplied by the Company passes to the Client upon delivery to the site.
- 7.2 Ownership of materials and equipment remains with the Company until full payment is received.
- 7.3 If payment is not received, the Company reserves the right to enter the Client's premises to reclaim any unpaid goods.
- 7.4 The Client is responsible for the security and safekeeping of materials delivered to the site and indemnifies the Company against any loss or damage.

8. Cancellations and Variations

- 8.1 Any cancellations or requests to vary the scope of work must be provided in writing.
- 8.2 The Client may be liable for any costs incurred up to the time of cancellation, including restocking fees for ordered materials.
- 8.3 Variations to the original scope of work may result in additional charges, and a revised quotation will be provided.
- 8.4 The Company reserves the right to cancel any booking due to unforeseen circumstances, with a full refund provided to the Client.
- 8.5 The Company is not liable for any loss incurred by the Client due to a cancellation beyond the Company's control.

9. Access and Site Conditions

- 9.1 The Client must provide safe and reasonable access to the site for the Company to carry out the work.
- 9.2 The Client is responsible for ensuring all necessary permissions, permits, and clearances are obtained prior to work commencing.
- 9.3 The Company is not liable for any delay caused by unforeseen site conditions, including hidden wiring, asbestos, or other hazardous materials.
- 9.4 The Client must disclose any hazards or risks on-site prior to work commencing.

10. Intellectual Property

- 10.1 All designs, plans, drawings, and documentation produced by the Company remain the intellectual property of the Company.
- 10.2 The Client is granted a non-exclusive license to use such materials for the purpose for which they were provided.
- 10.3 The Client must not use or distribute the Company's intellectual property without prior written consent.
- 10.4 Unauthorised use of the Company's intellectual property may result in legal action.

11. Liability

11.1 The Company holds relevant licenses and insurances as required by Queensland law.

11.2 To the extent permitted by law, the Company is not liable for any indirect or consequential losses arising from the work performed.

11.3 The Company's liability is limited to the value of the contract or the cost of re-supplying the services.

11.4 The Client agrees to indemnify the Company against any claims, damages, or losses arising from the Client's negligence or breach of contract.

11.5 The Company is not responsible for any damage to property caused by pre-existing faults or conditions.

12. Governing Law

12.1 These terms and conditions are governed by the laws of Queensland, Australia.

12.2 Any disputes arising under these terms will be subject to the jurisdiction of the Queensland courts.

12.3 The Client agrees to participate in mediation before any legal proceedings are initiated.

13. Client Information, Privacy, and Marketing Communications

13.1 The Company collects and stores personal information including, but not limited to, names, phone numbers, email addresses, and physical addresses for the purposes of:

- Providing quotations;
- Delivering services;
- Issuing invoices;
- Communicating service updates;
- Offering relevant promotions or marketing information.

13.2 By submitting a quote request, booking a job, or otherwise engaging with the Company, the Client consents to receiving marketing communications via **email and/or SMS**, including promotions, special offers, reminders, and service-related updates.

13.3 All marketing communications will comply with the *Spam Act 2003 (Cth)*. Every marketing message will include a clear and functional option to **unsubscribe (email)** or **opt out (SMS)** at any time. Once opted out, the Client will no longer receive marketing content through that channel.

13.4 The Company does **not** sell, share, or distribute Client personal information to third parties for marketing purposes. Personal information will only be shared where required by law or with the Client's express written consent.

13.5 All personal information is stored securely and only accessible by authorised personnel. The Company takes reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification, or disclosure.

13.6 Clients may request access to, or correction of, their personal information held by the Company at any time by contacting the Company directly.

14. Acceptance

14.1 By accepting a quote, making a booking, or instructing the Company to commence work, the Client acknowledges they have read, understood, and agreed to these terms and conditions.

14.2 These terms and conditions form a legally binding agreement between the Client and the Company.