



Terms & Conditions

1. Plans and Specifications

All plans and specifications for work to be done under this contract, including any variations to those plans and specifications are taken to form part of this contract.

2. Contract Price and Payments

The contract price (subject to any agreed variations) is as identified on the first page of this contract. If no contract price is known, the contract price shall be determined on the basis of the labour rates, materials supplied and contractor's margin for profit, overheads, supervision as set out on the first page of this contract. The Customer must pay the contract price within 10 business days of receiving a written request for payment or as agreed. Retention does not apply to any payments unless agreed upon by both parties.

3. Variations

Either party may seek to vary the work to be done under this contract. Any agreement to vary this contract, or the plans and specifications attached to this contract, must be in writing and signed by or on behalf of each party to this contract. Other than for urgent work, before commencement of work on any variation the Contractor must provide a notice to the Customer containing a description of the work, a price for the work (including a margin for profit, supervision and overheads of 20%) and any resultant changes to the Completion Date. The Variation must be agreed to and signed by both parties before commencement of work. The price of the agreed variation will adjust the contract price.

4. Time for Completion and Extensions of Time

The Contractor must complete the work by the Completion Date. The Contractor will be entitled to a reasonable extension of time in the event of delays to the work where the cause of the delay, including but not limited to inclement weather, industrial disputes or contract variations, is beyond the Contractor's control. Both the Contractor and the Customer must take all reasonable steps to minimise the delay. Any claim by the Contractor for an extension of time must be given to the Customer in writing within 10 business days of the event occurring.

5. Site Conditions and Underground Services

In the event that the Contractor encounters any latent conditions brought about by the physical conditions on, under or adjacent to the Site including underground cables, pipes or conduits or other artificial objects not reasonably foreseen or not disclosed at quotation stage which may require the Contractor to carry out additional work, then such additional work shall be treated as a variation to the contract price. All excavations will be undertaken by machine unless otherwise stated or stipulated.

6. Access for Contractor, Employees and Agents

The Customer must provide unrestricted access for the Contractor and any employee, subcontractor or agent of the Contractor as required during working hours allowed by the relevant statutory authorities. The Customer must, before any work is commenced, remove any personal property likely to impede the work.

7. Insurance of Work and Personal Injury

Before commencement of any work under this contract and throughout the duration of this contract the Contractor will provide ongoing insurance cover for:

- 8.1 Public liability to cover liabilities to third parties for death or personal injury or damage to property for an amount not less than \$5 million; and
- 8.2 Employer's liability and worker's compensation insurance to cover any employees.



8. Contractor's Indemnity in Favour of Customer

The Contractor indemnifies the Customer against all claims, liabilities, charges and expenses arising out of any negligent act or omission on the part of the Contractor, its employees or agents relating to the execution of the work EXCEPT to the extent that the Customer, the Customer's representative or any person under the control or direction of the Customer contributed to the liability.

9. Damage to Property

The Contractor will make good any loss or damage to the work or property of the Customer caused by any negligent act or omission of the Contractor or the Contractor's employees, agents or subcontractors. The Customer must, prior to the Commencement date remove any furniture or personal goods from the vicinity of the work to minimise the risk of damage.

10. Defects

The Customer must notify the Contractor in writing of any omissions or defective work or materials that become apparent within the defect's liability period expiring 13 weeks from the date the work is completed. The Contractor will promptly (but no later than 10 business days) from the date of receiving the written list of defects from the Customer make good the defective work or materials that are the Contractor's responsibility at the Contractor's own expense.

11. Cleaning Up

On completion, the Contractor will remove from the Site all plant, equipment, rubbish and surplus material relating to the work. All demolished and surplus material will become the property of the Contractor unless otherwise specified in the description of the work.

12. Disputes

If the Customer or Contractor considers a dispute has arisen in relation to any matter covered by this contract, that party must give the other party written notice of the items of dispute. The parties may confer with a mutually agreed third party to assist to resolve the dispute by mediation. If the dispute relates to workmanship and cannot be resolved either party may refer the matter to Consumer Affairs Victoria.

13. Termination of Contract by Customer

If the Contractor is placed under administration, goes into liquidation, declared bankrupt or fails to complete the work within an agreed time, or if no time is given, within a reasonable time, fails to remedy defective work or replace faulty or unsuitable materials, then the Customer may, where such default can be remedied, issue a written notice requiring the Contractor to remedy the default within 10 business days of receipt of the notice by the Contractor or within such other reasonable period as may be agreed. If the default is not remedied within 10 business days or some other reasonable period as agreed, or not capable of being remedied, the Customer may terminate this contract immediately by written notice to the Contractor.

14. Termination of Contract by Contractor

If the Customer is placed under administration, goes into liquidation, declared bankrupt or fails to make payment due under this contract or fails to give adequate instructions or directions or denies the Contractor access to the Site or specific work areas that prevents the Contractor from proceeding, the Contractor may issue a written notice requiring the Customer to remedy the default within 10 business days of receipt of the notice by the Customer. If the default is not remedied, the Contractor may suspend or terminate this contract immediately by written notice to the Customer.



15. Provisional Cost Items

A Provisional Cost (PC) is used when the cost of a specific item is yet to be determined. A PC is then allowed in the contract price for the purchase of the item/s. If the actual cost of the item/s is greater than the sum allowed in this contract, the excess amount together with the Contractor's margin shall be added to the contract price. If the actual cost is less than the sum allowed in this contract, the difference shall be deducted from the contract price. The Contractor's margin for profit, overheads and supervision shall be 20% unless otherwise agreed.

16. Testing of existing wiring

Any existing wiring or equipment is subject to testing. Existing faults found will incur additional costs to rectify and will be treated as a variation.

17. Earthing inspection

All light fixture installations are subject to an earthing inspection on commencement of the work. Any necessary earthing to light fixtures will incur additional charges and will be treated as a variation.

18. Safe workplace

The Customer must provide the Contractor with a safe, clean workplace free of hazards such as toxic materials or unsafe working conditions. The Contractor reserves the right to suspend the work without penalty until such time as such hazards are removed.

19. Working "live"

Due to the requirement to work "de-energised", power may from time to time during the course of the work be disconnected. Any disconnection of power will be in consultation with the Customer.

20. Interest on late payment

If the Customer fails to pay the contract price or any part thereof by the due date the Contractor is entitled to charge interest at the rate of 10% per annum on all monies due but not paid by the Customer such interest to be calculated on a daily basis from the due date to the date of payment