



Leolec PTY LTD

TERMS & CONDITIONS OF TRADE

Version 2 – Aug 1, 2020

Leolec Pty Ltd t/as Electrical Services ABN: 99 622 685 787

Electrical Contractors Lic: 85949 | ARC Lic: AU50306 | Security Lic: 4282039

1. IN CONSIDERATION of LEOLEC PTY LTD t/as Leolec Electrical Services (hereinafter referred the “Supplier”) supplying products/goods and/or services to and at the direction of the applicant and for the Trading Entity (hereinafter the “Customer”). The Customer shall pay the price/value specified in the quote/invoice and the following Terms and Conditions shall bind the parties.

2. Issue – This issue replaces all previous issues is valid for all new estimates, quotes, invoices and contracts until replaced with a new issue/version.

3. Regulation – It is against the law for any electrical work to be conducted/performed by anyone other than a licenced electrical contractor and tested and commissioned by a licensed tradesman. It is against the law for any Telephone, Coaxial, Structured Cabling and Fibre Optics work to be conducted by anyone other than a licenced Open Cabler with Endorsements for each category. It is against the law for any Security Installation work to be conducted by anyone other than a Licenced Security Installer with the correct licensing and Police Checks in order, prior to works undertaken. Copy of Licences can be issued if required by the Customer.

4. General – Unless agreed otherwise in writing the following applies to all orders placed on and accepted by us whether written or verbal; no other terms, in part or whole, other than statute, form part of a contract with us and in the case where a customer attempts to enter other terms during the normal administrative “paper chase” process such attempts are not to be read as “contra offers” leaving our terms as issued with our quote/order confirmation as the agreed terms of contract upon which our pricing was formed and as such if a Court subsequently decides another term or set of terms apply we reserve the right to then adjust our selling price in the contract to reflect any changed terms and/or conditions.

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5. Quotes – Quotes are valid for 30 Working Days or the nominated Expiry date on the written Quote presented to the Customer. If a package quote is presented, the quoted price is based on Leolec Electrical Services undertaking the complete job, not parts thereof. We reserve the right to adjust quotes broken into smaller packages after issue, and to reasonably correct pricing at any time for:

- a) any errors (clerical, mathematical, typographical, omission etc.) or;
- b) changes in equipment (types, rating, brand etc.) supplied;
- c) changes in material (types, quantities, finishes etc.) used or;
- d) changes in wholesalers' prices to us including after order confirmation

6. Replacement parts/fittings/equipment – Quotes for replacement parts/fittings or equipment will not include the cost of prior work done which will be charged for separately: where only a part of an installation is replaced warranty will only be limited to the replacement part.

7. Stock Availability – From time to time some items may not be in stock at time of placing order. One of our employees will contact the purchaser within 48 hours of knowledge of delay of stock to confirm expected delivery time and stock availability. Waiting times for goods is usually 1-2 days but can take up to 6 – 8 weeks.

8. Orders & Acceptance – Customers are encouraged to confirm *all* orders in writing via the Quote Acceptance Form and note that this forms part of the legally binding contract between both parties, which is in agreement with these Terms and Conditions. In cases of Service, Emergency or Same Day Call Outs this agreement takes place when the customer accepts a Date and/or Time for Leolec Electrical Services to attend their nominated premises. We understand that time is precious to our Customers therefore acceptances will include online, via email, returned signed acceptance, verbal, text or other means received by the customer.

9. Cancellation – By the customer *MUST* be made in writing to Leolec Electrical Services. Cancellation will be subject to a minimum charge of \$150.00 *or* 15% of the value of pro-rata work completed to date or quoted/invoiced contract price plus GST, whichever is greater.

10. Variations – All goods and services will be supplied and installed as per the Quote or Work Order. Accordingly, we reserve the right to reasonably alter the contract price for any variation howsoever occurred. This includes any change in the scope of works, no matter how small, whether they are to be charged or not, must be confirmed in writing by both parties before the work is undertaken.

11. Unforeseen Work – Due to the nature of our work it is not always possible to fully predict all work associated with the scope of works quoted and, in some circumstances, we reserve the right to make reasonable additional charges for such extra work should this occur.

12. Working Hours – All work is quoted for during normal working hours (Monday to Friday 07:30 – 16:00) unless otherwise noted on quote/contract. If for whatever reason work is to be conducted outside of these hours extra charges may apply.

13. Access – Access must be unhindered and uninterrupted for/on the agreed scheduled work date, time and duration. If access is not granted Leolec reserve the right to charge a callout fee of \$137.50 (GST inc).

14. Time is not of the essence – As the Supplier, we will endeavour to meet all reasonable deadlines, however “time will not be of the essence” in our contracts.

15. Payment Method – Payment method will be cash, direct deposit, credit card (MasterCard/Visa) unless otherwise agreed prior to works undertaken. A $\geq 2.5\%$ surcharge applies to all credit card/EFTPOS transactions.

In some instances, prior to the undertaking of works, 50% deposit and/or progress payments may be required.

16. Payment by Customer – Payment is upon demand of the issue of an invoice to the customer as per the Due Date issued on the invoice. Queensland Title Laws states payment for equipment may be required prior to delivery. Payment may not be withheld for any reason.

Late payments will incur both an Administration (Late) Fee and Daily interest on the original debt value until settlement is received in full. Late Fees and Interest are calculated and charged as per the following table:

ADMIN / LATE FEE	INVOICE VALUE	INTEREST RATE	INVOICE VALUE
\$ 50.00	$\leq \$999.00$	15% PA	$> \$0.01$
\$100.00	\$1,000.0 - \$1,999.99		
\$150.00	$\geq \$2,000.00$		

In the event where an overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs.

17. Background Checks – Leolec Electrical Services reserves the right to obtain information on individuals/businesses prior to undertaking works through third parties such as Creditor Watch. We also reserve the right to report a default on companies on failure to pay outstanding invoices.

18. Title & Risk – Title passes upon payment in full with cleared funds however risk passes upon arrival of Goods at the Customers Site. We reserve the right to remove any materials/company property from site installed or not yet installed where title has not passed in situations of non-payment or refusal to pay issued invoice/s.

19. Construction Sites – For new buildings or full renovations, all cabling will be installed during the construction period; if these are damaged or building configurations change resulting in additional work by Leolec Services, the cost of the extra work will be charged to the customer. Customers or their nominated agent (eg. Builder) are required to give us reasonable written notice for timely access for us to undertake works at the appropriate stage of construction. We cannot accept responsibility for delays or re-work where reasonable notice was not given. Customers alleging damage in any form by us must inform The Director – Leolec Electrical Services immediately in writing and give us reasonable management access and time to view the allegation – no liability will be taken without inspection of the fault.

20. Completion – On Completion of all electrical work conducted it is a requirement of Australian Law to conduct an Electrical Compliance Test to ensure the installation meets Australian Standards. The installation will be tested and recorded to be compliant on the date of energisation by a Licenced Tradesmen and the Invoice related to the installation/electrical works is issued as the “Certificate of Compliance” for said installation/electrical works.

21. Warranty – Starts from the date of our final invoice – for a period of 12 months against faulty workmanship and for a period as per supplier or manufacture’s terms of warranty (which can be obtained on request). Sometimes manufactures warranty does not cover all costs for warranty repair and when this occurs, we will charge the labour aspect of the charge to the customer. Processing of warranty claims of materials or equipment supplied and installed by us to suppliers and manufactures is free of charge from us. If “no fault found” attendances, “no one there”, late appointment cancellation, installation done by others or maintenance conducted by others charges will be charged to the customer as per our callout fees. All warranty work is conducted during normal business hours. We reserve the right to determine qualification for what is deemed “warranty work” and any work done if it is found not to be warranty is fully chargeable.

22. Unauthorised Work – Any work undertaken by any other person/persons on any fixtures, fittings, cabling or signs of tampering with the installation will void ALL warranty.

23. Comments made by Employees or Sub Contractors – Comments made by anyone employed by Leolec Electrical Services do not necessarily reflect opinions or obligations of the Managing Staff and therefore must not be relied upon. Only written documentation signed by the Director of the company must be taken as authoritative.

24. Complaints – Must be made in writing addressed to The Director – Leolec Electrical Services within 5 working days of the cause of complaint arising (reference consumer law: a dispute on an invoice must be made within 14 days from the Date of Invoice)

25. Workplace Health & Safety – We are responsible for ensuring our Employees and Sub Contractors work safely and within all regulations however there are obligations on Customers including, but not limited to, advising us in advance of any potential risks. Unless specified in the quote our quote excludes, if directed by safety personal, cost of equipment for lifting, access, barricades, additional trades or any other safety apparatus or devices.

26. Trenching/Earthworks – We accept no responsibility for preparing trenches for underground works unless clearly specified and or arranged with the Customer in writing prior to commencement of works. Where a trench is required, the trench is expected to be fully excavated by the customer or third party, to a minimum depth of 600mm and a minimum width of 200mm for its entirety, prior to our arrival onsite and ready for us to carry out related works. If for any reason, when Leolec Electrical Services or its Employees and or Sub Contractors arrive onsite to complete works associated with a trench and the trench is not excavated for its entirety, to a minimum depth of 600mm we reserve the right to incur additional on-charges to the client.

27. Terms & Conditions – Amendments and updates to these terms and conditions are at the discretion of Leolec Pty Ltd.