

Terms of Business

For Commercial work and Residential work, applicable to QBCC

1. Key words and phrases

1.1 Definitions

In this Contract, the following terms which are capitalised words and expressions have the following meaning:

Client means the person specified "To" in a Work Authorisation.

Contract means:

- (a) this document (including the Definitions) and any document it references; to the client and
- (b) any Work Authorisation
- (c) **Contractor** means Jaric Air Conditioning & Electrical Pty Ltd

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Cooling-off Period means the period of time the Client has to withdraw from the contract, pursuant to section 35 of Schedule 1B.

Date for Practical Completion means the date stated in a Work Authorisation.

Deposit means the payment identified as such in a Work Authorisation.

Goods means any major items of equipment specified in the Work, but excludes Materials.

Materials means any consumables, cabling, refrigerant gas, conduit, insulation or other sundry items required to complete the Work.

Parties means the Client and the Contractor.

Practical Completion has the same meaning as in Schedule 1B.

Schedule 1B means Schedule 1B to the *Queensland Building and Construction Commission Act 1991* (Qld).

Site means the location where the Work is to be carried out.

Variation means any variation of the Contract which complies with Schedule 1B.

Work means the work specified in a Work Authorisation.

- (d) **Work Authorisation** means a document, Quotation, Estimate, Correspondence or Invoice between the Client and the Contractor. Signed by or on behalf of the Client, in which the Client requests the Contractor to perform the Work specified in that document.

2. Main provisions

2.1 Commencement, completion and access

- (a) A Work Authorisation is an offer by the Client to engage the Contractor to perform the Work. The Contractor is not obliged to accept a Work Authorisation.
- (b) If accepted, the Contractor will use reasonable endeavours to start the Work on the date specified in the Work Authorisation or if no date is specified, a date to be agreed by the Parties.
- (c) The Contractor will use reasonable endeavours to achieve practical completion of the Work by the Date for Practical Completion specified in the Work Authorisation or if no date is specified, within a reasonable time.
- (d) The Client will provide the Contractor (and its employees, agents and subcontractors) with reasonable access to the Site so that the Contractor can carry-out the Work.
- (e) The Contractor may subcontract some or all of the Work without the consent of the Client.
- (f) The Contractor will use reasonable endeavours to start the Work on the date specified in the Details or if no date is specified, a date to be agreed by the Parties after the Cooling-off Period.

2.2 Delay

The Contractor may claim an extension of the Date for Practical Completion if the Works are delayed by the action or inaction of the Client or any other person as allowed by section 42 of Schedule 1B.

2.3 Materials and ownership

Unless otherwise agreed in writing:

- (a) the Contractor will supply all Materials and equipment to complete the Work; and
- (b) the Contractor will retain ownership in all surplus Materials when the Work is complete.

3. Payments

3.1 Cash on delivery

Unless the Contractor agrees otherwise, the Work is performed on a cash-on-delivery basis and the Client must make full payment on completion of the Work.

3.2 Basis of price

Unless the Work Authorisation specifies a fixed price for the Work, the Contractor will charge the Client, and the Client must pay:

- (a) the Contractor's usual hourly rates for labour; and
- (b) the Contractor's usual list prices for Goods and Materials.

3.3 Deposit

The Client must pay the Deposit on or before the date specified for it to be paid or if no date is specified, before the date the Work is to start. The Contractor is entitled to refuse to begin the Work if the Deposit has not been paid.

3.4 Balance

The Client must pay the balance of the Fixed Price or Estimated Price on the terms of payment as stated in Work Authorisation

3.5 Interest payable on unpaid amounts

If the Client does not make any payment under this Contract when due, the Contractor is entitled to charge and recover interest on a per annum basis at a rate six (6) percent above the cash rate last published by the Reserve Bank of Australia before the payment became due.

3.6 Consequences of non-payment

If the Client does not make any payment under this Contract when due:

- (a) The Contractor may immediately suspend the Work and claim an extension of the Date for Practical Completion; and
- (b) The Contractor may terminate this Contract by written notice to the Client if any payment is more than 14 days overdue.

3.7 Contract Price

If the Contractor is registered for GST, all prices in this Contract are inclusive of GST, and the amount of GST will be shown on a separate tax invoice issued by the Contractor. If the Contractor is not registered for GST, all prices in this Contract do not include GST.

3.8 Risk and title

Risk of loss or damage to all Goods and Materials passes to the Client upon installation or delivery. Title to Goods and Materials does not pass to the Client until full payment has been made, and the Client must not part with possession of or encumber the same until full payment is made.

4. General provisions

4.1 Entire agreement

This Contract, and any documents to which it refers (including references to any plans) constitute the entire agreement between the Client and the Contractor.

4.2 Governing Law

This Contract is governed by the laws of Queensland. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

4.3 Insurance

The Contractor warrants that it has in place all insurances required by law, including public liability insurance and workers' compensation insurance.

4.4 Notices

Any notice required to be given by one Party to the other Party under this Contract may be given by hand, or by pre-paid post or by email, to the postal or email address:

- (a) in the case of the Client, specified in the Work Authorisation; and
- (b) in the case of the Contractor, as set out in the Definitions section above.

4.5 Quality

The Work and any Goods or Materials may be subject to consumer guarantees under the Australian Consumer Law. Nothing in this Contract limits or excludes those consumer guarantees if they cannot lawfully be limited or excluded.

4.6 Warranties

To the extent permitted by law, the Contractor does not give any express warranties or warranties against defects in relation to the Goods or the Materials. Where the manufacturer of the Goods offers a warranty against defects, the Client is responsible for complying with the requirements of any such warranty at its own cost.

4.7 Liability cap

To the extent permitted by law, the Contractor:

- (a) is not liable to the Client for any indirect or consequential losses, including loss of profits; and
- (b) limits its liability to the Client to a refund of all amounts paid by the Client.

4.8 Relationship with quotations

Where the Contractor has previously supplied the Client with a verbal quote for the Work:

- (a) the quote does not form part of this Contract unless it is expressly referred to in the Details; and
- (b) if there is any inconsistency between the quote and this document (including the Details), the contents of this document prevail.

4.9 Variations

This Contract may only be varied if in writing and signed by the Parties or in accordance with section 41 of Schedule 1B.

4.10 Waiver

The non-exercise of or delay in exercising a right of a Party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by notice, signed by the Party, or its authorised representative, to be bound by the waiver.