



Contact #: 0409005823
Elec Contractors Lic #: 76620
ABN: 30395458937
Address: Taigum, QLD 4018
Email: CHRIS@MEANDC.COM.AU
Website: WWW.MEANDC.COM.AU

ME&C TERMS AND CONDITIONS OF TRADING WITH CUSTOMERS/CLIENTS

1. The trading names "Milton Electrical & Communications" and "ME&C" are both registered representatives of the same legal entity & are used interchangeably throughout business dealings & marketing. Where this document references ME&C it shall also mean Milton Electrical and Communications.
2. The supplier/seller shall mean ME&C and any person/persons assigned to act on behalf of and with authority of ME&C.
3. The customer/client shall mean any person/persons whom are legally able to sign contractual documents and/or legally act on behalf of and with the authority of the customer/client detailed in quotation documents.
4. The guarantor/guarantors shall mean those persons or entities who agree to be liable for all debts owed to ME&C by the customer/client if the customer/client is unable to pay these debts in the prescribed contractual terms and conditions of trade and terms and conditions of credit.
5. All customers/clients who sign the contractual documents provided by ME&C for all work to be done shall be jointly and severally liable for all payments due to ME&C in accordance with the prescribed contractual terms and conditions of trade and terms and conditions of credit.
6. The customers/clients agree to provide in writing (and within 10 working days) to ME&C all changes to the customers/clients name and other relevant details.
7. If the customers/clients have not obtained an approved trading credit account with ME&C then all payments outlined on the contractual documents including written variations shall be made in cash or other mutually negotiated methods of payment. Credit card payments and the like may incur an additional charge or percentage of the total amount owing.
8. The total amount listed on the contractual documents will include GST when and where applicable.
9. The customer/client shall take the delivery of the goods on a mutually agreed date at a nominated address unless unforeseen circumstances prevent this from occurring. (Weather conditions, illness, shortage of the goods, and the like.).
10. All risks for the goods pass to the customer/client on delivery of these goods even if ME&C retains the ownership of these goods.
11. If any of the goods are damaged or destroyed while under the customers/clients care prior to ownership transfer from to ME&C to the customers/clients, the customers/clients must insure these goods in their care. All insurance payments due for the damage to goods shall be payable for the full price as listed on the contractual documents.
12. All goods as outlined in contractual documents that are supplied by the customer/client and others are the sole responsibility of the supplier. ME&C will not insure them, nor will ME&C be responsible for any defects of any kind.
13. All additional costs incurred by ME&C in relation to goods supplied by customer/client and others shall be added to the ME&C contractual documents price.
14. Where others are to supply specific goods and services, these suppliers are to indemnify ME&C against defects due to faulty workmanship, and/or faulty goods. This indemnity is to include materials, labour, goods and associated services.
15. All materials, accessories, apparatus, goods and equipment that ME&C are to supply in the contractual documents and/or specifications; ME&C's responsibilities for maintenance replacement, repair and return is limited to the nominated manufacturer's guarantee.
16. Where ME&C have nominated specific suppliers and/or brands of material, services, goods, apparatus, luminaries and accessories, ME&C reserves the right to substitute any supplier and brand provided the customer/client has no objection.
17. If any company, person, customer/client, supplier, wholesaler and/or agent are unable to deliver the specific materials on a particular date as agreed between ME&C and the supplier of these materials, ME&C shall not incur penalties or restraints for this type of delay.
18. That all goods supplied to the client are to be installed in the customers/clients building in accordance with the contractual documents.
19. Until these particular goods become the property of customer/client the relationship between ME&C and customer/client shall be fiduciary this means that customer/client shall hold the particular goods to be installed in building as a trustee for ME&C. In addition, the customer/client shall store these particular goods in "as delivered" condition and separate from all other goods. That these specialised goods remain the property of ME&C until paid for in full by the customer/client whereby the ownership passes to the customer/client. The customer/client shall not dispose of these particular goods whether installed or not installed in customers/clients building without written permission from ME&C until ownership has passed to the customer/client. In the circumstance that written permission is given to customer/client by ME&C, the monies collected from the sale of the particular goods shall be placed in a trust account until ME&C has been paid in full for the particular goods.
20. If ME&C is not paid in full for ME&C supplied goods by customer/client by the due date and ME&C has reasonable grounds to believe that the full amount of the total tender price or any part thereof will not be paid for any reason, then ME&C holds the right to enter the site where the particular goods are stored by the customer/client and remove those particular goods which is equal to the amount of outstanding monies owed to ME&C.
21. The quotation being offered by ME&C referred to in this document is offered under the following Terms and Conditions. Unless amendments are negotiated and confirmed in writing, it is a condition of this quotation that the following terms and conditions shall apply, regardless of whether acceptance is verbal or in writing.
22. This quotation is valid for a period of 30 days. Once accepted within the valid period, the price remains firm for a further 60 days. After which ME&C reserves the right to make reasonable extra charges. If no acceptance has been received within the valid period then the quotation price is no longer valid. In this circumstance a new quotation must be issued and the previous quotation is void.
23. ME&C has based the quotation on the following:
 - a) All mandatory State and/or Commonwealth taxes have been included in ME&C tender price.
 - b) Any additional State and/or Commonwealth taxes that increase or decrease, ME&C quotation price will need to be adjusted accordingly.
 - c) ME&C quotation price is a fixed price for a period of 30 days.
 - d) When the quotation works are complete or partially complete an invoice will be issued to reflect the completed works, the due date for payment of such invoice is seven (7) days after the invoice issue date.
 - e) ME&C have not included in their tender price; the cost of excavation of rock, reef, tree root and the like. Where these situations are encountered the cost of performing these tasks will be added to quotation original price.
 - f) Where detailed drawings are provided illustrating underground services such as drains, septic, sewerage pipes, water pipes, telephone cables, gas pipes, electrical power supply cables and the like; if these drawings are inaccurate ME&C will not be held responsible for the cost of repair or other economic costs. These costs will be the responsibility of the customer/client who supplied the drawings.
 - g) ME&C have **not** included in the quotation the cost of Supply Authority charges and/or fees these charges are to be paid by the customer/client.
 - h) ME&C have not included in the quotation the costs for any particular enterprise bargaining agreement (EBA) that may become law during the duration of the job. Any EBA increased costs will be added to the quotations original price.

- i) ME&C has not included site allowance which may become law during the duration of the job. Any site allowance costs will be added to quotations original price.
 - j) ME&C have priced the quotation based on access to and working on the site between the hours 6.00am to 6.00pm **Monday to Saturday** Any additional costs incurred by ME&C for overtime rates will be added to quotation original price. These additional costs will not be added if ME&C is at fault and the overtime is caused by this fault.
 - k) All defects in ME&C work will be rectified within 30 days of written notification. Unless they are of a serious nature then ME&C will rectify them within seven (7) days.
 - l) The quotation price has been submitted on the understanding that the customer/client will provide at no cost to ME&C two sets of plans and two sets of copies of the specifications on the date of acceptance of the quotation.
 - m) All modified drawings, variations, alterations and additional details are to be provided to ME&C during the defects liability period.
 - n) ME&C will remove all rubbish and excess materials, apparatus, equipment and accessories that ME&C is responsible for.
 - o) All costs for ME&C to repair, replace, alter, clean, disconnect, reconnect and the like any existing electrical installation work and/or existing electrical equipment will be added to ME&C quotation price. These activities and tasks will be treated as variations to the original contracted price.
 - p) Where other trades cause damage to any part of the quotation works at any stage of the project then these costs for ME&C to repair, replace, alter, clean, disconnect, reconnect and the like will be added to quotation price. It will be the customers/clients responsibility to recover these costs from the trades that are responsible for the damage. These activities and tasks will be treated as variations to the original contracted price.
 - q) ME&C will install the quotation works and/or electrical installation in accordance with the current AS/NZS 3000 Wiring Rules, AS/NZS 3008 Cable Selection, Electrical Safety Act, Electrical Safety Regulation and other relevant Australian Standards and relevant legislation at time of tendering.
 - r) Any variations to the current Standards and Legislation which occurs during the time span of the job that incur additional costs, ME&C will add these costs to the ME&C quotation and original contracted price.
24. ME&C and customer/client agree that any contract formed between both parties will be in accordance with Queensland Laws and all legal proceedings are to be conducted in the appropriate Courts in Brisbane, Queensland.
25. The following services shall be supplied at no cost to ME&C by customer/client if needed:
- a) Electricity at 230volts/400volts.
 - b) Scaffolding this includes cost of hire, supply erection, adjustments and removal when applicable.
 - c) Hoisting facilities and equipment. This includes the cost of operators, hire, erection, adjustments, labour, materials related to this type of equipment.
 - d) Other specialised plant and equipment that may be needed to carry out the quotation works due to specific requirements of customer/client.
26. The delay in access to the job site will be considered a major breach of any contract formed between customer/client and ME&C.
27. All disputes between customer/client and ME&C shall be settled in the following manner and sequence:
- a) Between customers/clients and ME&C on mutual agreement.
 - b) If negotiations are unsuccessful between customers/clients and ME&C all disputes shall be heard before a registered arbitrator.
 - c) The last report for dispute resolution between customer/client and ME&C shall be bound to use the appropriate courts in Brisbane, Queensland to settle disputes for quotation works.
28. The scope of work and materials applying to this quotation is as outlined in the quotation schedule, and does not include any other work and material not referred to in the schedule.
29. The price referred to in the quotation shall be paid in full, or as invoiced in stages, within 7 days of invoice date. Should any account become overdue, then it is subject to interest at the rate of **20%** per annum compounded daily, plus the cost of any legal expenses incurred in the recovery of the overdue account.
30. In addition to the price referred to in the quotation schedule, ME&C is entitled to **extra charges for:**
- a) Attendance to the site for any stage of work at the customers/clients (or customers/clients agent's) request, when the job was not ready to proceed.
 - b) Work required to be done outside normal working hours.
 - c) Increases in the cost of labour and materials, if for reasons beyond the control of ME&C, work cannot be completed within 60 days of acceptance.
 - d) Variations to the work quoted, such variations being authorized by the customers/clients, customers/clients agent, engineer or architect in writing.
 - e) Repair or replacement of materials damaged or stolen on site by any cause beyond the control of ME&C.
31. ME&C will ensure that all of its employees are covered under the Worker Compensation Act, and that a Public Liability Insurance cover is maintained to a value not less than five million dollars (\$5,000,000.00).
32. ME&C warrants further to undertake all work in a workmanlike manner, and that the rectification of any defective work performed by ME&C and notified in writing to ME&C within 12 months, will be at ME&C own cost and expense.
33. ME&C further warrants that if defects occur in any materials or equipment manufactured by others and installed as part of this quotation, then ME&C will pass on to the customer/client, the benefit of any warranty received from the manufacturer of such materials or equipment.
34. The liability of ME&C is limited to the above warranty and does not include any other costs, claims or damages in relation to any of the defects or matters consequence upon such repairs.
35. Notwithstanding anything herein contained, ME&C shall not be held responsible for any loss, damage or delay caused by war, strikes, lockouts, shortage, hindrance, delay of, or inability to obtain materials or labour, fire, flood or drought, or by any other cause beyond the control of ME&C.
36. If the customer/client requests cancellation or defaults in payment of monies, or in the compliance with the terms of this quotation, or commits an act of bankruptcy, executes a deed of assignment, deed of arrangement or other arrangement with creditors, or being a company, enters into liquidation, ME&C may remove all equipment and materials from site, and the customer/client may not hinder such removal. Furthermore, the customer/client will pay to ME&C the sum invoiced for work completed to that date, plus a sum equal to 10% of the quotation value as and for liquidated damages.
37. Without prejudice to any other remedies that ME&C may have, if at any time the customer/client is in breach of any obligation (including those related to payment), ME&C may suspend or terminate the supply of goods and services to the customer/client and any of the other obligations under the terms and conditions of the contract. Under this situation ME&C will not be liable to the customer/client for any loss or damages the customer/client suffers because ME&C exercised their rights under this Clause.
38. If in the circumstances the customer/client default on payment of the total contracted price and ME&C are required to take legal action to recover the outstanding monies, then the customer/client must indemnify ME&C from and against costs and disbursements incurred by ME&C. Including legal costs of solicitors and the customer/client costs to defend the legal action.

ME&C TERMS OF PAYMENT:

1. Progress claims will be generated every two (2) weeks or on completion of quotation works by ME&C.
2. These claims are to be paid within seven (7) days of the date appearing on the claim/invoice.
3. If these claims are not paid within the seven (7) days then interest on the outstanding amounts owing will accrue at the rate of 20 percent per annum compounded daily.
4. All variations to the job specification and other items are to be agreed to in writing.
5. All alterations, additions, deletions and any other variations are subject to the terms and conditions of ME&C's original quotation terms and conditions.
6. The completion date must be agreed to in writing between ME&C and is **xx/xx/xx** provided ME&C has access to the site on or before **yy/yy/yy**.
7. ME&C and customer/client agree that the completion date shall be when the electrical installation is installed, visually inspected, tested, verified, operational and a test certificate is issued to the customers/clients by ME&C.
8. All ME&C direct costs for administration, overheads, site costs, project equipment costs have been included in ME&C quotation price for the time span nominated on the ME&C quotation document. If ME&C are not solely responsible for any delays in the completion time span then ME&C hold the right to adjust the quotation price in accordance with the length of the delay.
9. ME&C are not responsible for liquidated damages unless:
 - a) ME&C is absolutely and solely responsible for causing the completion date to be extended.
 - b) ME&C under the condition in (a) above will only pay liquidated damages if the amount is factual and the actual cost of the length of delay.
 - c) ME&C will only pay a maximum total of one (1) percent of ME&C quotation price for liquidated damages if they are applicable to ME&C.

ME&C CREDIT POLICY:

1. Customer/clients agrees to the following when a credit account is granted by ME&C.
2. That the terms of payment are seven (7) days from the date which appears on ME&C invoice.
3. That each business transaction which results in monies payable to ME&C is subject to ME&C Terms and Conditions of Trade, ME&C Terms of Payment & ME&C Credit Policy.
4. That each business transaction between customer/client and ME&C is deemed to be made under Queensland law and at Brisbane in the State of Queensland.
5. That all information entered on this credit application form is true and correct this includes all Directors details of the applicants.
6. That all changes to any information entered on this credit application relating to the applicants, the applicants shall provide to ME&C, in writing, accurate details of these changes within ten (10) working days of the changes occurring. Until these changes are known by ME&C the original applicants on this credit application have total responsibility for any outstanding debts owed to ME&C.
7. That all overdue monies owed to ME&C, ME&C holds the right to impose an interest rate of 20 percent per annum compounded daily on all the monies outstanding. This amount is payable in full by the applicants listed on this credit application form.
8. That all expenses incurred by ME&C for debt collection and court costs for the recovery of any outstanding monies owing to ME&C by the applicants on this credit application are payable by the applicants in addition to the outstanding amount in debt to ME&C.
9. That ME&C reserves the right to withdraw credit facilities at ME&C discretion without prior notice.
10. That the applicants business is not legally structured on a trusteeship involving discretionary, unit, or family trusts.
11. That any notices from ME&C to the applicants listed on this credit application is deemed to be sufficiently given if sent by pre-paid post, facsimile and/or email.
12. That each person who signs this application for credit acknowledges signing as guarantor and agrees:
 - a) To guarantee the indebtedness and liabilities of the applicants with ME&C.
 - b) To indemnify ME&C against any liability or loss as a result of any default of the applicants in complying with the applicants agreement here under.
 - c) To pay and be personally liable for the amount owing to ME&C by the applicants under this credit agreement.
 - d) That each person who sign this credit application acknowledge and agree that they do so for and on behalf of the applicants on the credit application.
 - e) They have the authority of the applicants to enter into an agreement with ME&C for credit terms
 - f) That without limiting the fore-going conditions and agreements on this credit application this application includes and constitutes a guarantee and indemnity by the persons who sign this "application for credit" of the debts and liabilities of the applicants with ME&C.
 - g) Agrees that the business references provided on this credit application may be approached in order to assist in the processing of this application for credit.

Signature: