

TERMS AND CONDITIONS

1. Definition -

‘**The client**’ means the person who the attached Quotation and Contract is titled to.

‘**Work**’ means work carried out by the Plumbing Gas & Electrical Contractor where the Client is the Owner of the Property, or the Client is the Authorised Agent, Person or Company contracted by the Owner of the property, and the work is to be done on the Client’s property.

‘**The Plumbing Gas & Electrical Contractor**’ means Ballantyne Commercial Property Services t/as Ballantyne Plumbing, Gas & Electrical, System Maintenance, Peel Septics and Ballantyne Fire (ABN 69 626 674 860).

‘**The Premises**’ means the place described as such on the attached Quotation and Contract.

‘**The Price**’ means the amount mentioned on the attached Quotation and Contract as the Price.

‘**Work Details**’ means the Work described on the attached Quotation and Contract.

2. Price -

The Price quoted for the Work at the Premises is quoted on the basis of existing costs of labour, fixtures and materials at the date of the quotation. This quotation is open for acceptance for a period of 30 days from the date on the front hereof. The Plumbing Gas & Electrical Contractor reserves the right to review the quoted price or prices after this 30-day period. In the event that the Work is not commenced within 45 days of written acceptance without failure on the part of The Plumbing Gas & Electrical Contractor to comply with its obligations under this Contract, the Plumbing Gas & Electrical Contractor may increase the Price for the Work. In the event that the Work is delayed for more than 3 months through no fault of the Plumbing Gas & Electrical Contractor, any increases in costs of labour or materials or both may be charged by The Plumbing Gas & Electrical Contractor to the Client.

3. Variations -

It may be necessary for work to be carried out beyond the initially agreed scope due to unforeseen circumstances. In order for the Plumbing & Gas Electrical contractor to deliver the expected outcome to the Client, additional works of up to \$300 (ex GST) may be incurred without the prior consent of the Client. If you disagree to this term please notify the Plumbing & gas Electrical contractor prior to approving the commencement of the work.

All variations above the \$300 threshold mentioned above, must be requested in writing by the Client and the charge for and the terms on which the variation will be carried out must be agreed in writing by the Client before The Plumbing Gas & Electrical Contractor is required to carry out the variation. A copy of the signed Variation Agreement must be given to each party.

4. Removal of Materials -

Any materials which form part of the Premises and which are removed from the Premises as a necessary consequence of carrying out the Work and which are not re-used in carrying out the Work become the property of The Plumbing Gas & Electrical Contractor at the completion of the Work unless otherwise agreed in writing between The Plumbing Gas & Electrical Contractor and the Client.

5. Defects or non-compliance in Existing Installations -

If during the course of the Work, The Plumbing Gas & Electrical Contractor discovers any defects or non-compliance in any part of the Premises or in any existing installation on the Premises or any connection to any existing installation on the Premises which in the reasonable opinion of The Plumbing Gas & Electrical Contractor must be repaired or replaced before the Work can commence or continue, The Plumbing Gas & Electrical Contractor may, if appropriate, suspend work on the job and must immediately notify the Client of the suspension and submit his price for such additional work to the Client. If the Client fails to sign an authority directing The Plumbing Gas & Electrical Contractor to carry out the extra work, this Contract will be at an end and The Plumbing Gas & Electrical Contractor will be entitled to payment for all work done and materials supplied at the date of suspension of the work.

6. Defective Foundations or Structures -

The Plumbing Gas & Electrical Contractor is not liable for any loss or damage caused to any person, structure or thing resulting from insufficient or defective foundations, walls or other structures on and around the Premises not erected by The Plumbing Gas & Electrical Contractor.

7. Tree Roots and Made Up Ground -

The Price does not cover concreting or other special treatment of drains on account of proximity of trees, made-up ground or other causes. If concreting or the use of cast iron or other special treatment is ordered by any competent Authority, inspector or person authorised by such Authority, The Plumbing Gas & Electrical Contractor must within 14 days of such order give to the Client a written statement setting out the reason for and the cost calculated at the rate appearing on the face hereof of the extra work and a copy of any such order.

In the case of tree roots, the Client may in writing direct The Plumbing Gas & Electrical Contractor to remove the tree. The cost of and the terms on which the tree will be removed must be agreed in writing between the Client and The Plumbing Gas & Electrical Contractor prior to any work commencing. A copy of the written agreement must be given to each party.

8. Rock and Reef, and Clay -

The price does not include excavations or blasting of rock or reef, or excavations of clay soils which may be encountered in the course of excavation. Should the excavation of rock or reef or clay be required such rock/reef/clay excavation is a Variation to the contract and the provision of paragraph three apply. With regard to rock and reef only, in the event that the Client and The Plumbing Gas & Electrical Contractor have agreed upon a specific “rock/reef” cubic metre rate, the quantity of rock or reef removed will be measured by The Plumbing Gas & Electrical Contractor and agreed in writing with the Client or his representative prior to the backfilling of the excavation. This rock/reef Rate does not include the removal of surplus rock off site. If requested by Client, removal of surplus rock, reef or clay is charged on a Do & Charge basis.

9. Existing Services -

The client must indicate at the time of quotation and make The Plumbing Gas & Electrical Contractor aware of the accurate location of all the existing services which may be affected during these works. If existing services are damaged during the Work, The Plumbing Gas & Electrical Contractor will only be responsible for reinstatement of existing services that The Plumbing Gas & Electrical Contractor has been

made aware of (at time of quotation).

The Client warrants that existing services are in good order and condition. If in the reasonable opinion of The Plumbing Gas & Electrical Contractor the existing services are not in good order or condition The Plumbing Gas & Electrical Contractor will provide in writing an estimate of the work and materials necessary to effect the repair or renewal to them and the terms on which The Plumbing Gas & Electrical Contractor will carry out the repair or renewal and the price and terms for such repair or renewal must be agreed in writing by the Client and The Plumbing Gas & Electrical Contractor prior to any work starting. A copy of the written agreement must be given to each party.

10. Removal of Soil -

Unless specified the removal of surplus excavated soil from site is not included in the Price. Surplus excavated soil will be stacked neatly in heaps in positions convenient for topping up trenches after subsidence. If the Client requires surplus excavated soil to be removed from site, that will be a Variation to the contract and the provisions of paragraph three will apply. In the event that The Plumbing Gas & Electrical Contractor and the Client cannot agree on price or terms, The Plumbing Gas & Electrical Contractor will not be obliged to remove the surplus excavated soil from site.

11. Client's Materials -

If the Client supplies any fixtures, fittings or materials for use in the Work, the fixtures, fittings and materials so supplied will be stored, handled and installed by The Plumbing Gas & Electrical Contractor at the risk of the Client.

12. Suspension by Reason of Default of Payment -

Without prejudice to any of the rights of The Plumbing Gas & Electrical Contractor, if the Client fails to make any payments due on the dates determined for such, The Plumbing Gas & Electrical Contractor is entitled to suspend works, until payment is made. If default in payment continues for a period of seven days beyond the due date for payment The Plumbing Gas & Electrical Contractor may determine the Contract and in addition to any other rights which may be conferred upon him at law or at equity the Client must pay The Plumbing Gas & Electrical Contractor for work and labour done and material supplied by The Plumbing Gas & Electrical Contractor to the date of suspension.

13. Completion and Delays -

The Plumbing Gas & Electrical Contractor will complete the work in good and workmanlike manner as soon as is reasonably practicable. The Plumbing Gas & Electrical Contractor is not liable for any delay in completion or damages occasioned directly or indirectly by any cause beyond the reasonable control of The Plumbing Gas & Electrical Contractor including (without limiting the foregoing) weather conditions, labour disputes, accidents, fire, act of God, civil disturbances, shortages of material, difficulty of securing labour.

14. Defects in Workmanship -

In the event the Client is dissatisfied with the performance of the Work or discovers any breakages, the Client must advise The Plumbing Gas & Electrical Contractor in writing of the Work or breakages within 14 days of date of final invoice. It is further agreed that Either Party are not liable for any delay in completion or damages occasioned directly or indirectly by any cause beyond the reasonable control of either party (without limiting the foregoing) weather conditions, labour disputes, accidents, pandemic, epidemic, government restrictions, quarantine, fire, act of God, civil disturbances, shortages of material, difficulty of securing labour. If the delay continues beyond 60 days the Client shall be entitled to terminate the agreement and receive a refund of fees paid for services unperformed.

15. Service Standards –

(a) In performing the Services, The Plumbing Gas & Electrical Contractor will: comply with all relevant Laws and any generally accepted industry standards; and (ii) indemnify the Client for any costs or expenses incurred as a result of any unlawful conduct by the Service Provider in providing the Services. (b) The Plumbing Gas & Electrical Contractor accepts responsibility for the acts or omissions of its employees, subcontractors and agents, whether or not the participation of any such person or organisation in the provision of the service has been notified to the Client.

16. Settlement of Disputes –

Regardless of any application to the contrary, the operations of The Plumbing Gas & Electrical Contractor are governed by the Laws of Western Australia, and any action instituted by The Plumbing Gas & Electrical Contractor against the Client, and / or any action instituted by the Client against The Plumbing Gas & Electrical Contractor, will take place under the Laws of Western Australia, and in the courts, (regardless of the amount) which are located in the City of Perth.

17. Dewatering –

The removal of water from excavations (Dewatering) is not included in the Price. Should dewatering be required, such dewatering is a Variation to the contract and the provision of paragraph three apply.

18. Workplace Health and Safety –

All parties to this agreement shall fully cooperate in achieving a high standard of workplace health and safety. The Plumbing Gas & Electrical Contractor will take all reasonable and practicable action to ensure that all workers comply with the work health and safety legislation and will inform staff working on the Client's premises of the Client's policy as notified and developed by the Client in accordance with legislation.

19. Insurance –

The Plumbing Gas & Electrical Contractor will at its own cost maintain, and on request provide evidence of public and product liability insurance or protection with a minimum coverage of \$20 million. Upon request, The Plumbing Gas & Electrical Contractor will provide the Client with a copy of the applicable certificates of insurance.

20. Cancellation –

The Client may, in its sole and absolute discretion and at any time by written notice to the Plumbing Gas & Electrical Contractor, terminate this Agreement or reduce the scope of services immediately. Where there has been a termination under this clause the client will only be liable for payment under these terms for services rendered or material costs incurred before the effective date of termination.

21. Modern Slavery and Whistleblowing –

- 1) The Plumbing Gas & Electrical Contractor acknowledges that the Client is committed to respecting and supporting human rights nationally and internationally and is subject to the Modern Slavery Act 2018 (Cth) and other similar legislation.
- 2) The Plumbing Gas & Electrical Contractor warrants it will:
 - a) comply with all applicable laws, statutes and regulations in force from time-to-time supporting human rights, including without limitation the Modern Slavery Act 2018 (Cth); and
 - b) take all reasonable steps to ensure that no breach of human rights occurs in the provision of services, either directly by the Plumbing Gas & Electrical Contractor or by any person used by the Plumbing Gas & Electrical Contractor in connection with the services.
- 3) The Plumbing Gas & Electrical Contractor agrees to provide reasonable assistance to the Client in support of the Client's compliance with the Modern Slavery Act 2018 (Cth) and other similar legislation including without limitation by:
 - a) promptly providing the Client with such information as the Client may reasonably request to demonstrate the Plumbing Gas & Electrical Contractor meeting of the warranties in clause 2 above; and
 - b) promptly notifying the Client of any breach or suspected breach of human rights connected to either the Plumbing Gas & Electrical Contractor's provision of or the Client's receipt of services.
- 4) Clause 3 survives termination or expiry of this agreement and shall continue for 18 months after termination or expiry of this agreement.
- 5) The Client's Whistleblower Policy encourages the Plumbing Gas & Electrical Contractor to report breaches or instances of alleged misconduct by or connected to the Client. Reports can be made anonymously.