

**1. DEFINITIONS**

In these Terms and Conditions:

‘Client’ means the client to whom the Services are or will be provided to;

‘Deposit’ means the amount payable pursuant to condition **Error! Reference source not found.** of these Terms and Conditions;

‘Fee’ means the fee payable by the Client for the Services;

‘Materials’ means any electrical materials (or ‘goods’ where the context requires) provided by the Supplier to the Client in the course of provision of the Services;

‘Premises’ means the premises where the Services and Goods are supplied;

‘Quote’ (and ‘Quotes’, as the context requires) means any quotation in relation to the proposed provision of Services by the Supplier for the Client;

‘Services’ means the supply of electrical services and Materials by the Supplier;

‘Supplier’ means Coastside Electrical Services Pty Ltd (ACN 610 453 168) trading as Coastside Electrical Services (ABN 33 610 453 168); and

‘Terms and Conditions’ means these terms and conditions, together with the Supplier’s Quote which are to be read together as one document.

**2. APPLICATION AND INTERPRETATION**

- (a) These Terms and Conditions apply to all Quotes for Services unless expressly waived or varied by the Supplier in writing.
- (b) These Terms and Conditions override any terms of the Client and any terms contained in a request for the provision of Services.
- (c) Any Quote accepted by the Client constitutes full acceptance of these Terms and Conditions, including if the Client fails to sign and return to the Supplier any Quote.
- (d) Each:
  - (i) Quote for Services; or
  - (ii) payment made by the Client,
 represents the Client’s unequivocal and irrevocable acceptance that these Terms and Conditions apply as a binding agreement between the Supplier and the Client authorising the Supplier to proceed with provision of the Services.
- (e) The Client agrees that he, she or it has had prior opportunity to read these Terms and Conditions before engaging the Supplier to provide the Services.

**3. QUOTES AND ALTERATIONS**

- (a) Quotes remain valid for a period of 30 days from the issue date and are strictly limited to items only stated on the Quote.
- (b) Quotes made by the Supplier will be considered accepted when the Client signs, dates and returns the Quote to the Supplier. Such acceptance can be made by the Client to the Supplier via email or returning a physical copy of the Quote to the Supplier.
- (c) The Client must provide the Supplier with a signed and dated Quote before any Services are provided.
- (d) The Client acknowledges and agrees that all Quotes are based on estimates of costs for Services and Goods by the Supplier. The Supplier reserves the right to vary any Quote due to unforeseeable circumstances or due to variations requested by the Client.
- (e) The Client agrees to engage in discussions with the Supplier before any variations are made and a new Quote is sent for acceptance by the Client.
- (f) The Client is permitted to request alterations (as determined by the Supplier) to any Quote. Any alteration requested by the Client may incur additional fees, at the sole discretion of the Supplier, payable before any Services or Materials are provided relating to the alteration.

**4. PRICE, PAYMENT AND INTEREST**

- (a) The Fee may be varied by the Supplier in its absolute discretion if the costs to the Supplier of providing the Services vary between the date of provision of the Quote and the date the Services are provided.

- (b) Upon acceptance of the Quote, the Client must pay the first required payment of the Fee, being the amount indicated on the Quote.
- (c) The Client must pay all subsequent Fee payments as specified on the Quote unless other payment terms are agreed in writing by the Supplier.
- (d) All payments of the Fee under these Terms and Conditions must be made as when they fall due without the need for formal demand or invoicing by the Supplier.
- (e) The Client has no right to set-off or deduction of Fee payments due to the Supplier.
- (f) Payment may be made by cash, cheque or direct deposit in the Supplier’s nominated bank account. The Client warrants that he, she or it is fully able to make such payment as and when they fall due by payment of clear and unencumbered funds.
- (g) In addition to the Fee, the Client must also pay to the Supplier:
  - (i) interest for failure to pay the Fee within seven (7) days from due date at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) from time to time plus an additional 2% per annum. Interest is to be calculated daily from the due date, continues until the overdue money is paid in full and is capitalised monthly; and
  - (ii) costs incurred by the Supplier in recovering outstanding amounts including legal costs on an indemnity basis, and any amounts arising from a default by the Client under these Terms and Conditions.

**5. GOODS AND SERVICES TAX**

- (a) ‘GST’ means the goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (‘GST Act’) and terms used this clause 5 have their meanings derived from the GST Act.
- (b) The Fee is exclusive of any GST.
- (c) The Client must pay to the Supplier, in addition to the Fee, the amount payable by the Supplier of GST on the taxable supply made by the Supplier in relation to the Services.
- (d) The Supplier shall deliver to the Client a tax invoice for the supply in a form which complies with the GST Act and any ancillary regulations.

**6. PROVISION OF SERVICES**

- (a) The Supplier will provide the Services including the Materials to the Client in accordance with these Terms and Conditions.
- (b) The Supplier has the right to:
  - (i) decline requests in relation to any Quote; and
  - (ii) cancel or postpone an accepted Quote for any Services, at the sole discretion of the Supplier.
- (c) The Supplier may agree to provide, upon request from the Client, additional Services and/or Materials not included or specifically excluded under the Quote or after provision of the Services at the request of the Client. In this event, the Supplier is entitled to charge the Client fees in addition to the Fee.

**7. SECURITY CAMERAS**

- (a) This clause 7 applies if the Materials includes security camera(s) (‘Cameras’).
- (b) The client acknowledges and agrees that:
  - (i) any recommended Cameras by the Supplier are only recommended on the basis of information supplied by the Client;
  - (ii) the Supplier shall not be liable for any Cameras failing once installed at the Premises;
  - (iii) the Supplier is not required to provide any maintenance for Cameras, including but not limited to trimming of trees that may block viewing or updating software of Cameras;
  - (iv) the Supplier will not have access to Cameras post-installation and will not provide any monitoring services;
  - (v) if technical support or services are required after installation of Cameras, the Client must contact the relevant third party manufacturer directly;
  - (vi) the Supplier cannot guarantee Cameras will prevent criminal activity at or surrounding the Premises;

- (vii) the Supplier is not liable for the accuracy, clarity or quality of picture produced by the Cameras; and
- (viii) any alterations to Cameras by the Client after installation by the Supplier shall be the sole cost and responsibility of the Client.

**8. TITLE TO MATERIALS**

- (a) All Materials remain the sole property of the Supplier until all monies owed by the Client to the Supplier under these Terms and Conditions are paid in full.
- (b) The Client is solely responsible for securing the Materials (including in accordance with directions of the Supplier) while situated on the Premises.
- (c) All risk in the Materials once brought onto the Premises shall vest in the Client.
- (d) The parties acknowledge that the *Personal Property Securities Act 2009* (Cth) ('PPSA') applies to these Terms and Conditions and terms used under clauses 8(d) to 8(k) (inclusive) that are defined in the PPSA have the same meaning as in the PPSA.
- (e) These Terms and Conditions are a security agreement for the purposes of the PPSA and the Supplier has a Purchase Money Security Interest in all present and future goods supplied by the Supplier to the Client (including, but not limited to, the Materials) and the proceeds of such goods.
- (f) The security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Client at any particular time.
- (g) The Client must do whatever is necessary in order to give a valid security interest over the goods and their proceeds which is able to be registered by Supplier on the Personal Property Securities Register.
- (h) The security interest arising under this clause 8 attaches to the goods when the goods are collected or dispatched from the Supplier's premises and not at any later time.
- (i) Where permitted by the PPSA, the Client waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA and the Supplier and the Client agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms and Conditions.
- (j) To the extent permitted by the PPSA, the Client agrees that the provisions of Chapter 4 of the PPSA which are for the benefit of the Client or which place obligations on the Supplier will apply only to the extent that they are mandatory or the Supplier agrees to their application in writing; and where the Supplier has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- (k) The Supplier may allocate amounts received from the Client in any manner the Supplier determines, including to preserve any Purchase Money Security Interest it has in goods supplied by the Supplier.

**9. ENTRY RIGHTS OF THE SUPPLIER**

- (a) To the extent permitted by law, the Client consents to the Supplier accessing the Premises to recover any Materials if the Client:
  - (i) is in breach of these Terms and Conditions, including but not limited to the Client failing to make any payment to the Supplier when due; and
  - (ii) if the Supplier gives the Client two (2) days prior notice of its intention to access the Premises and recover Materials.
- (b) Upon the Supplier exercising its rights under clause 9(a) the Client agrees that the Client shall have no right to any claim of trespass or any damages resulting from access by the Supplier.
- (c) The Client acknowledges that the rights afforded to the Supplier under this clause 9 are a reasonable measure to protect the Supplier if the Client breaches these Terms and Conditions.

**10. RISK AND LIABILITY (INCLUDING RELEASE AND INDEMNITY)**

- (a) The Client agrees to use the Materials at their own risk and the Supplier takes no responsibility and shall not be liable for any claims, losses, damages or costs arising from the Services.
- (b) The Supplier takes no responsibility for representation made in relation to the Services or any delay in the provision of the Services.

- (c) The Client is solely responsible for ensuring that the Supplier is made aware of any special requirements or material information in relation to the Services requested and the Supplier relies upon any such representations made by the Client.
- (d) The Client acknowledges that the Supplier shall not be liable for and the Client releases and indemnifies the Supplier from and against:
  - (i) physical injury or financial loss, damage or for consequential loss or damage of any kind arising out the provision of the Services or the Clients use of the Materials;
  - (ii) any loss incurred as a result of delay, or failure to provide the Services or to observe any of these conditions due to an event of Force Majeure under clause 18; and
  - (iii) any loss or damage to the Materials.
- (e) The Client acknowledges and agrees that the Materials are at the Client's sole risk and responsibility, including in relation to the risk of theft, damage or deterioration of the Materials for any reason including but not limited to flood, fire, leakage or overflow of water, mildew, heat, spillage of material from an adjacent Premises, removal or delivery of the Materials, pests or vermin.
- (f) The Supplier makes no guarantee as to the security of the Materials and any Materials or other items stored at the Premises are stored solely at the risk of the Client.
- (g) The Client must not interfere with the Materials or the Supplier providing the Services.

**11. SUPPLIER'S RIGHTS GENERALLY**

The Supplier may take any action it deems reasonably necessary if it has reason to believe that the Client is in breach of any provision of these Terms and Conditions, including but not limited to accessing and inspecting the Premises without notice and/or terminating the Quote and/or the Services.

**12. CANCELLATION AND TERMINATION**

- (a) The Client may cancel any Quote or Services upon giving at least fourteen (14) days prior written notice to the Supplier.
- (b) The Supplier may cancel any Quote or Services at any time without reason but upon giving prior notice to the Client.
- (c) Upon giving such notice the Supplier shall repay to the Client any sums paid in relation to Services and/or Materials not performed as at the date of cancellation.
- (d) The Supplier is entitled to withhold and apply any such amounts paid in advance by the Client to satisfy any other amounts owing by the Client under these Terms and Conditions.
- (e) The Supplier may terminate a Quote and/or the provision of Services immediately and without notice by entering the Premises by force or otherwise in the event that any Fee or other amounts owing under these Terms and Conditions are in arrears for a period of fourteen (14) days, or there is any other substantial breach of these Terms and Conditions by the Client, including a default event under clause 13.
- (f) The Client's liability for any outstanding monies, property, damage, personal injury, environmental damage and any other obligation under these Terms and Conditions survives termination of any Quote and/or Services provided by the Supplier.

**13. DEFAULT**

- (a) A default event will occur if:
  - (i) the Supplier considers (and notifies the Client in writing) there is a risk that the Client is, or will be, unable to pay any amounts owing to the Supplier or perform its obligations under these Terms and Conditions;
  - (ii) the Client defaults in paying any amount(s) due to the Supplier;
  - (iii) the Client is an individual and becomes insolvent, bankrupt, commits any act of bankruptcy, compounds with or enters into any compromise or arrangement with its creditors;
  - (iv) the Client is a company and has a provisional liquidator, liquidator, receiver, receiver and manager or official manager, trustee for creditors or in bankruptcy, voluntary administrator or analogous person appointed to it or its property;

- (v) the Client has judgment entered against it in any court and the Supplier considers (and notifies the Client in writing) it to be a default event; or
  - (vi) a secured creditor seizes or takes possession of any collateral in the possession of the Client and the Supplier considers (and notifies the Client in writing) it to be a default event.
- (b) If a default event occurs,
- (i) all moneys owing by the Client to the Supplier shall become immediately due and payable;
  - (ii) the Client shall not sell or otherwise deal with any Materials; and
  - (iii) the Supplier may cease performance of any and all of its obligations under these Terms and Conditions.
- (c) Upon a default event occurring under this clause 13, the Supplier shall be entitled to enforce its rights under clause 9.

**14. CONSUMER RIGHTS AND GUARANTEES**

- (a) Where the Client is a Consumer for the purposes of the *Australian Consumer Law*, Services and Materials are supplied with consumer guarantees prescribed by the *Competition and Consumer Act 2010* (Cth) ('CCA') and this clause 14 shall apply.
- (b) Terms used under this clause 14 and clause 15 that are defined in the CCA have the same meaning as in the CCA.
- (c) Where goods are not acquired predominantly for personal, domestic or household use, the Supplier's liability is limited to either re-supplying the goods, or refunding the price paid by the Client and the Client shall not be entitled to any consequential loss as a result of a failure by the Supplier to meet the prescribed Consumer Guarantees.
- (d) A refund or re-supply will not be made by the Supplier if the fault or damage to the goods which has rendered them of unacceptable quality has been caused by an accident, neglect or abnormal use by the Client or a third party or if the Client failed to take reasonable steps to prevent the goods from becoming of unacceptable quality.

**15. LIMITATION OF LIABILITY**

- (a) Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the CCA, as well as any other implied warranties which are precluded from exclusion or modification and this clause 15 is only intended to limit the Supplier's liability where the law permits.
- (b) To the maximum extent permitted by law, the Supplier (including its related entities, respective officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the goods and without limiting the generality of the foregoing, the Supplier is not subject to, and the Client releases the Supplier from, any liability (including but not limited to consequential loss or damage) because of, inter alia:
  - (i) any delay in delivery or fault or defect in the goods;
  - (ii) fair wear and tear;
  - (iii) negligent act or omission; or
  - (iv) improper use, operation, storage or handling of the goods by the Client other than in accordance with any instructions supplied with the goods.

**16. DIRECTORS' GUARANTEE AND INDEMNITY**

- (a) Where the Client is a company, directors of the Client are deemed to also sign the Quote and these Terms and Conditions in their personal capacity as guarantors and shall be bound by this clause 16 ('Guarantor'). This guarantee is binding on the Guarantor whether or not it is executed any party.
- (b) In consideration of the Supplier agreeing, at the request of the Guarantor, to provide or continue to provide the Services for the Client, the Guarantor unconditionally and irrevocably guarantees to the Supplier the due and punctual payment of all monies due and payable or from time to time or to become due and payable to the Supplier under

or in connection with the provision of the Services ('Guaranteed Monies').

- (c) If the Client defaults in the due and punctual payment of the Guaranteed Monies or in any part of them the Guarantor shall pay those moneys on demand to or as directed by the Supplier in addition to any legal costs in connection with the enforcement of this guarantee.
- (d) The Guarantee is a continuing security for the whole of the Guaranteed Monies and all other money payable under the Guarantee notwithstanding any settlement of account, intervening payment or anything else, until the Guaranteed Monies and all other moneys payable under the Guarantee have been paid in full.
- (e) The Guarantor's obligations are principal obligations and not ancillary or collateral to any other obligation; and may be enforced against the Guarantor without the Supplier being required to exhaust any remedy it may have against the Client or to enforce any security it may hold with respect to the Guaranteed Monies.
- (f) The liability of the Guarantor is absolute and unconditional and is not affected by anything which, but for this provision might operate to exonerate it from any of its obligations including, without limitation, the grant to the Client/Guarantor of any waiver or other concession, the whole or partial discharge or release of the Client, the Guarantor or any other person; the bankruptcy, winding up, liquidation, or otherwise of the Client, Guarantor or any other person; or any mistakes or omissions on the part of the Supplier.
- (g) For the consideration mentioned in clause 16(b), the Guarantor unconditionally indemnifies the Supplier against any loss which the Supplier may suffer because of the Guaranteed Monies, in whole or in part, are not recoverable from the Client.
- (h) If two or more persons are the Guarantor, this Guarantee binds them jointly and severally and the fact that one person is released from its promise does not mean that any other person is also released.

**17. DEALINGS**

- (a) The Client must not, or attempt to, make any dealings or encumber any Materials without the prior written consent of the Supplier.
- (b) The Quote and these Terms and Conditions creates no interest in the Materials by right of possession or otherwise in favour of the Client at any time with the exception of risk in the Materials pursuant to clause 8(c).

**18. FORCE MAJEURE**

The Supplier shall not be in default or be liable for failure to observe or perform in accordance with these Terms and Conditions for any reason or cause which is outside of the reasonable control of the Supplier, including without limitation, war, insurrection, riot, civil commotion, strikes, lockouts, industrial disputes, acts of God, act of government, flood, storm, tempest, power shortages or power failure, or an inability to obtain sufficient labour to provide the Services or any additional services requested and paid for by the Client.

**19. PRIVACY**

Any personal information collected by the Supplier in relation to these Terms and Conditions shall be kept confidential and in accordance with any and all applicable privacy laws.

**20. MISCELLANEOUS**

- (a) Time is of the essence under these Terms and Conditions.
- (b) These Terms are governed by the laws of the State of Victoria and constitute the entire agreement between the parties.
- (c) If any of these Terms are determined invalid, unlawful or unenforceable in whole or in part, such term shall be severed and the remaining terms shall continue to operate to the fullest extent permitted by law.
- (d) The Supplier may vary these Terms and Conditions from time to time in its sole discretion by notice in writing to the Client, or placing a notice and updated terms and conditions that supersede these Terms and Conditions on the Supplier's public website.