

Terms & Conditions

QUOTATION

1. SA Unique Electrical Pty Ltd shall specify the Goods and Services required to carry out the Customer's instructions and outline an estimate of the charge for the performance of such Services and the cost of the Goods.
2. SA Unique Electrical Pty Ltd need not supply or provide the Goods and/or Services until the Customer accepts the Quotation and this Agreement
3. Quotation prices will remain current for thirty (30) days from the date of the Quotation
4. Unless otherwise stated, the price for the Goods and Services is GST exclusive.
5. Any exclusions, being costs that are to be borne by the Customer, are listed in the Quotation.

ACCEPTANCE

1. The following shall be deemed acceptance by the Customer of the Quotation:
 - 1.1. the Customer returning the Quotation acceptance to SA Unique Electrical Pty Ltd with the Customers signature;
 - 1.2. a written acceptance, whether by post, email correspondence, fax or other means which state that the Customer accepts the Quotation; and
 - 1.3. payment of the deposit as specified in the Quotation to SA Unique Electrical Pty Ltd;
 - 1.4. the Customer instructing SA Unique Electrical Pty Ltd to commence work at the Site.

DEPOSITS

1. SA Unique Electrical Pty Ltd may, in its sole discretion, require a deposit to be paid before commencing the Works. A minimum deposit, if required, will be specified in the Quotation and is payable by the Customer within two (2) Business Days of the Customer accepting the Quotation. This deposit is non-refundable unless otherwise specified.

CANCELLATION

1. SA Unique Electrical Pty Ltd:
 - 1.1. May cancel its obligations to supply the Goods and/or Services by giving written or verbal notice to the Customer, at any time before the deposit is paid by the Customer or
 - 1.2. May, if the Customer has breached this agreement and SA Unique Electrical Pty Ltd has given the Customer written or verbal notice of the breach providing them seven (7) days to remedy the breach and the Customer has failed to remedy the breach within this timeframe, cancel its obligation to supply the Goods and/or Services remaining by giving written notice to the Customer; and
 - 1.3. May immediately cancel this agreement if the Customer:
 - 1.3.1. is declared bankrupt; or
 - 1.3.2. has a receiver, agent or manager appointed for all or substantially all of the property of the Customer; or
 - 1.3.3. enters into an arrangement or composition with its creditors; or
 - 1.3.4. becomes insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth).
 - 1.4. Shall not be liable for any loss or damage from the cancellation of this agreement under this clause.
2. The Customer:
 - 2.1. May cancel its obligations under this agreement by giving written notice to SA Unique Electrical Pty Ltd, at any time before the deposit is paid by the Customer; and
 - 2.2. May immediately cancel this agreement if SA Unique Electrical Pty Ltd:
 - 2.2.1. is declared bankrupt; or
 - 2.2.2. has a receiver, agent or manager appointed for all or substantially all of the property of SA Unique Electrical Pty Ltd.; or
 - 2.2.3. enters into an arrangement or composition with its creditors; or
 - 2.2.4. becomes insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth).
 - 2.3. If the Customer cancels this agreement herein then the Customer must reimburse SA Unique Electrical Pty Ltd for any costs, expenses or losses incurred by SA Unique Electrical Pty Ltd as a result of the Customers cancellation. The Customer must make payment for such cancellation costs incurred within seven (7) days from receipt of an invoice from SA Unique Electrical Pty Ltd detailing such costs.

EXTENSION OF TIME

1. SA Unique Electrical Pty Ltd shall be entitled to an extension of time to complete the Works if the supply of Goods or the provision of the Services is delayed through no fault of SA Unique Electrical Pty Ltd.

SITE ACCESS AND CONDITION

1. The Customer will ensure that SA Unique Electrical Pty Ltd has clear and uninterrupted access to the Site until any and all Works have been completed.
2. The Customer shall indemnify SA Unique Electrical Pty Ltd for any additional costs if completion of the Work is delayed because of interrupted Site access.
3. Any additional work required to clear and make the site safe for access, will be chargeable to the Customer.

INSTRUCTIONS AND COMMUNICATIONS

1. SA Unique Electrical Pty Ltd shall only receive instructions from the Customer. If the Customer authorises any other employee or agent to give SA Unique Electrical Pty Ltd instructions in lieu of or in addition to them the Customer must inform SA Unique Electrical Pty Ltd of that persons details.
2. SA Unique Electrical Pty Ltd shall not be liable in any way for any losses incurred by the Customer in accepting instructions from the persons contemplated by this clause. SA Unique Electrical Pty Ltd may elect to communicate by electronic mail or such other form as is convenient, and does not warrant that any such communication will be free from defect, virus or shall otherwise be secure. The Customer hereby acknowledges and agrees to accept such communications and releases SA Unique Electrical Pty Ltd from all liability in respect of any losses that may be incurred by the Customer from such communications.

GUARANTEE

1. The Customer hereby guarantees the payment of all monies that become due and payable under this Agreement. This Guarantee will continue following the termination of this Agreement until all monies owing to SA Unique Electrical Pty Ltd are paid in full.

ASSIGNMENT

1. SA Unique Electrical Pty Ltd can assign their interest to any third party whatsoever without consent of the Customer and agrees to advise the Customer as soon as is practicable after any such assignment is made.
2. This Agreement shall not be assigned by the Customer without prior written consent of SA Unique Electrical Pty Ltd with such consent not to be unreasonably withheld.
3. Any consent that may be given by SA Unique Electrical Pty Ltd may be granted or withheld in SA Unique Electrical Pty Ltd's absolute discretion and shall not at any time constitute a waiver of SA Unique Electrical Pty Ltd's rights and interests under this Agreement.

PAYMENT

1. Payment for Goods and/or Services must be made in full by the Customer to SA Unique Electrical Pty Ltd per the payment terms stated on the Invoice.
2. The provisions of the Building and Construction Industry Security of Payment Act 2009 (SA) may apply, at SA Unique Electrical Pty Ltd's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services.
3. If the Customer fails to make any payment for the Goods and/or Services when payment falls due, then the Customer may, without prejudice to any other right or remedy of SA Unique Electrical Pty Ltd:
 - 3.1. Be charged interest at a rate of 2% per month cumulative which is to be calculated on a day to day basis on any monies owed to SA Unique Electrical Pty Ltd. The parties agree that such amounts are not a penalty but a true measure of the damages incurred by SA Unique Electrical Pty Ltd. Part payments received from the Customer will be credited first against any account keeping fees and interest, and all such fees shall be payable by the Customer on demand from SA Unique Electrical Pty Ltd;
 - 3.2. Be charged an administrative fee of \$25.00 AUD for each time SA Unique Electrical Pty Ltd has to follow up with the Customer for late payment; and
 - 3.3. Pay SA Unique Electrical Pty Ltd for any costs, expenses or losses incurred by SA Unique Electrical Pty Ltd as a result of the Customer's failure to pay SA Unique Electrical Pty Ltd all sums outstanding as owed by the Customer to SA Unique Electrical Pty Ltd including but not limited to debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

GST AND OTHER TAXES

1. The Customer must pay to SA Unique Electrical Pty Ltd Goods and Services Tax on the Goods and/or Services as is required by the Australian Taxation Office as well as any other taxes, duties, fees and levies for the Goods and/or Services supplied that may be applicable. The amount the Customer owes SA Unique Electrical Pty Ltd will be stated in the Invoice to the Customer.

VARIATIONS

1. Any oral and/or written variations sought by the Customer relating to Works in progress and/or to be undertaken by SA Unique Electrical Pty Ltd are subject to approval by SA Unique Electrical Pty Ltd.
2. SA Unique Electrical Pty Ltd will be entitled to vary any Quotation provided to the Customer if: (con't...)

- 2.1. the Customer requires a variation, orally or in writing, which is accepted by SA Unique Electrical Pty Ltd; or
- 2.2. the Customer provides incomplete or inaccurate information to SA Unique Electrical Pty Ltd in order for it to complete the Works.

DEFECTS

1. The Customer must inspect all Goods provided on delivery to Site or at completion of the Works, and within fourteen (14) days of delivery to Site or completion of the Works notify SA Unique Electrical Pty Ltd in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or the Quotation. The Customer must provide SA Unique Electrical Pty Ltd with a reasonable opportunity to modify any defect or damage.

GOODS AND SERVICE GUARANTEE, REPAIRS AND WARRANTY

1. Any guarantees under the Australian Consumer Law which cannot be excluded by that statute or by any other law are not intended to be excluded by this Agreement.
2. The Customer agrees that SA Unique Electrical Pty Ltd's liability to the Customer for any breach of any implied terms may, subject to the Australian Consumer Law be limited to the replacement, or repair or payment of the cost of replacement or repair of the relevant Goods and/or Services.
3. The Customer acknowledges that:
 - 3.1. the Goods repaired may be replaced by refurbished goods of the same type rather than being repaired;
 - 3.2. refurbished parts may be used to repair goods.
4. All Goods and/or Services supplied by SA Unique Electrical Pty Ltd shall have the benefit of any warranty given by the goods' respective manufacturer
5. Subject to the Customers rights in relation to Goods and Services, under the Australian Consumer Law and to the fullest extent permitted by law, the Customer agrees that SA Unique Electrical Pty Ltd will not be liable to the Customer for:
 - 5.1. loss of profit or other economic loss;
 - 5.2. direct or indirect or consequential, special, general or other damages; or
 - 5.3. other expenses or costs arising out of a breach of contract or any common law duty (including negligence) by SA Unique Electrical Pty Ltd, its agents or employees. Arising from but not limited to those caused by:
 - 5.4. external causes including natural disaster, fire, water, lightning, power surge or spike, accident, neglect, misuse, vandalism;
 - 5.5. the use of the Goods and/or Services for other than their intended purpose;
 - 5.6. the use with or connection of the Goods and/or Services to item/s not approved by SA Unique Electrical Pty Ltd;
 - 5.7. the performance of maintenance or attempted repair by person/s other than SA Unique Electrical Pty Ltd or as authorised by SA Unique Electrical Pty Ltd;
 - 5.8. any configuration or reconfiguration by the Customer.
 6. No liability is assumed for any consequential damages caused from the use of Goods and/or Services by the Customer.
 7. The Customer is responsible for any return freight charges for Goods that are returned under warranty.

RETURN OR EXCHANGE OF GOODS

1. Except as required by law, SA Unique Electrical Pty Ltd is under no obligation to accept Goods which the Customer wishes to return or exchange. SA Unique Electrical Pty Ltd can request any details it considers necessary from the Customer as part of its decision under this clause. The Customer agrees to comply with all such reasonable requests for documentation and information from SA Unique Electrical Pty Ltd. Any Goods returned or exchanged are at the discretion of SA Unique Electrical Pty Ltd (other than as is required at law) and at the Customers entire risk as to loss or damage.
2. The Customer agrees that SA Unique Electrical Pty Ltd has discretion to accept any returned Goods, provided that such Goods shall only be accepted for return with prior approval of SA Unique Electrical Pty Ltd.

BURIED OR UNSEEN SERVICES

1. In the event that buried or unseen services are disturbed or damaged on Site whilst the Goods and/or Services are being supplied, SA Unique Electrical Pty Ltd will not be liable for any repair work and any repair work required by the Customer will be undertaken by SA Unique Electrical Pty Ltd and will constitute a Variation and will be paid to SA Unique Electrical Pty Ltd by the Customer, at the Customer's expense
2. The Customer agrees to supply SA Unique Electrical Pty Ltd with scaled plans of underground pipes and cables on Site at least two (2) Business Days before SA Unique Electrical Pty Ltd's proposed Works are to commence and to mark out precisely the location where the Goods and/or Services are to take place and the Customer shall be responsible or liable for any loss, damage or costs of alterations or repositioning of the location of the Goods and/or Services in the event that SA Unique Electrical Pty Ltd incurs losses in that regard if the Customer's instructions are incorrect or not provided (con't...)

<p>and the Services are provided in a position that does not comply with all relevant legislation, regulations, standards or guidelines. SA Unique Electrical Pty Ltd is not required to follow up the Customer for these plans, it is an obligation of the Customer to undertake the matters outlined in this clause.</p> <p>OWNERSHIP AND RISK</p> <ol style="list-style-type: none"> 1. SA Unique Electrical Pty Ltd remains the owner of the Goods until payment has been made in full. Until such payment has been made legal title in the goods shall remain with SA Unique Electrical Pty Ltd who is irrevocably authorised to enter onto any premises to recover any such goods without liability for trespass, negligence or compensation and who reserves the right to dispose of Goods to satisfy any outstanding debts. The Customer also agrees to indemnify SA Unique Electrical Pty Ltd for all costs and expenses of recovery or the Goods and losses, if any, on their resale and any damage to property incurred as a result of any such removal. 2. The Customer must not sell or otherwise deal with the Goods until payment has been made in full to SA Unique Electrical Pty Ltd. 3. Upon delivery of the Goods by SA Unique Electrical Pty Ltd to the Site, the Customer bears any and all responsibility and liability in ensuring the Goods are secured and insured against loss and/or damage. Delivery shall be deemed to have taken place at the time of the Goods leaving SA Unique Electrical Pty Ltd's premises. 4. Undelivered Goods returning to SA Unique Electrical Pty Ltd's premises are at risk and cost of the Customer and at all times the Customer shall pay storage and re-delivery costs. 5. The Customer is liable to reimburse SA Unique Electrical Pty Ltd for any theft of Goods at the Site during the completion of Works through the Customers insurance scheme or otherwise, as if the Works have already been completed (or part thereof) before the theft for the costs of resupplying the Goods and/or Services to repair any loss and damage resulting from the theft. 	<p>CONFIDENTIALITY</p> <ol style="list-style-type: none"> 1. The parties shall, except for legal and other advisors, keep strictly confidential between them all information shared under this Agreement. 2. The Customer acknowledges that any and all Intellectual Property relation to the Goods and/or Services remains the sole and exclusive property of SA Unique Electrical Pty Ltd. <p>SA UNIQUE ELECTRICAL PTY LTD LIABILITY</p> <ol style="list-style-type: none"> 1. SA Unique Electrical Pty Ltd shall not be liable for any damage to the Goods and/or Services caused by the Customer or third parties and shall not be required to indemnify any party for any damage caused by others. 2. Subject to the Australian Consumer Law, SA Unique Electrical Pty Ltd will not accept the return of, or give credit for, any Goods and/or Services supplied in accordance with this Agreement. 3. SA Unique Electrical Pty Ltd will not be liable for any delays caused by any person other than SA Unique Electrical Pty Ltd or any of its representatives. 4. Subject to the Australian Consumer Law, SA Unique Electrical Pty Ltd will not be liable for any consequential or indirect losses. <p>FORCE MAJEURE</p> <ol style="list-style-type: none"> 1. SA Unique Electrical Pty Ltd will have no liability to the Customer in relation to any loss, damage or expense caused by SA Unique Electrical Pty Ltd's failure to supply the Goods and/or complete the Services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, vandalism, crime, strike, lockout, breakdown, war, epidemic, pandemic, the inability of SA Unique Electrical Pty Ltd to supply the necessary material or any other matter beyond the SA Unique Electrical Pty Ltd's control. 	<p>SUPPLY AUTHORITY, LEGISLATIVE AND STATUTORY CHARGES</p> <ol style="list-style-type: none"> 1. SA Unique Electrical Pty Ltd shall be entitled to be reimbursed all the costs and charges levied by any statutory or other authority with respect to the Works. 2. The Customer undertakes to obtain and provide the necessary local government authority approvals for the provision of the Services, if necessary. 3. Any and all statutory and local government consents (including but not limited to planning or building approvals) relevant to the Services must be obtained by the Customer at its sole cost. <p>DISPUTE RESOLUTION</p> <ol style="list-style-type: none"> 1. Any disputes between parties arising from the performance of provisions of the Quotation must be attempted to be settled between the parties by an authorised representative with authority from each party meeting within fourteen (14) days of notification of a dispute in writing from one party to the other party. Such a meeting is to take place within the state of South Australia at a place nominated by SA Unique Electrical Pty Ltd. 2. If the meeting referred to above does not result in settlement of the dispute between SA Unique Electrical Pty Ltd and the Customer, the dispute may then be referred to mediation, if agreed by both parties. The Mediator is to be appointed by agreement between the parties and in the event that the parties agree to mediate but cannot agree to the mediator to be appointed then the mediator is to be appointed by the then current President of the Law Society of South Australia. The costs of any mediation are to be borne equally between SA Unique Electrical Pty Ltd and the Customer. 3. If the dispute cannot be settled through mediation, or the parties do not both consent to a mediation, then either party is at liberty to commence legal proceedings. 4. During the period in which the dispute is being resolved, the parties must continue to perform all of the provisions of this agreement which are not under dispute.
--	---	---