



FO SSE ELECTRICAL

Terms and Conditions

Introduction

1. The Fosse Electrical Terms and Conditions govern the provision of services from Fosse Electrical to You.
2. The Parties will be deemed to have formed a contract for services upon you agreeing to receive services from Fosse Electrical.
3. Any quotation for work provided by Fosse Electrical will be subject to these Terms and Conditions.
4. In the event that you provide Fosse Electrical with a request for additional works, such works are subject to these Terms and Conditions and any other Terms and Conditions subsequently agreed to by the Parties in writing.

Acceptance of quote

5. Any quote provided by Fosse Electrical is valid for a period of fourteen (14) days from the date of issue. Fosse Electrical, may in its sole discretion, extend or reduce this period by written notice to You.
6. You may indicate your acceptance of a quote by providing Fosse Electrical with written notice to that effect.
7. Fosse Electrical may vary these Terms and Conditions at any time prior to your acceptance of a quote.
8. Any quote provided by Fosse Electrical does not include the rectification of any pre-existing, non-compliant wiring, or alteration to any part of the electrical installation which is deemed to be dangerous. Should any defects be discovered the relevant party will be informed, and the rectification will be quoted. No other work shall continue until approval for the rectification Works has been approved.

Withdrawing or revising a quote

9. Fosse Electrical may at anytime prior to your written acceptance of a quote, in its absolute discretion, and without incurring any liability to you whatsoever, revise or withdraw a quote.

Fosse Electrical responsibilities

10. Fosse Electrical must carry out and complete the Works in the best trade practice and professional manner and in compliance with the Terms and Conditions.
11. Fosse Electrical may employ an employee and/or any third party contractor for the purpose of completing the Works provided that those persons have the requisite skill and experience in their respective trades and/or occupations to perform the Works. Fosse Electrical will be solely responsible for any and all payments to any Fosse Electrical employee or third party contractor for services provided in relation to any Works.

Warranty

12. Fosse Electrical warrants that:
 - 12.1 All Materials supplied for use in any Works will be suitable for the purpose for which they are used;
 - 12.2 Unless otherwise stated, all Materials are new;
 - 12.3 All Works will be carried out in accordance with all relevant laws and legal requirements;
 - 12.4 It holds all licences required to carry out and complete the Works.
13. Fosse Electrical does not warrant the quality or performance of any electrical item. It is your responsibility to establish the warranty relationship with the manufacturer of any electrical item by ensuring that warranty cards or other registration requirements are complied with.

Variations to Works

14. Any request for a variation to the Works over \$1000 must be made in writing, setting out in full the details of the required changes to the Works.

15. No variation to the Works will be made unless both Parties have agreed on a revised quoted amount reflecting the variation.

Deposit

16. Fosse Electrical may request that you pay 10% deposit of the quoted amount prior to the commencement of any Works.

Payment

17. Any invoice issued to you by Fosse Electrical is payable within fourteen (14) days from the date of the invoice.
18. If you fail to pay any invoice within fourteen (14) days, Fosse Electrical retains the right to recover possession of any Materials, Equipment and/or Electrical Items at any site owned or controlled by you pending payment of the quoted amount.
19. Fosse Electrical may submit written requests for progress payments upon completion of each stage of the Works which shall be in the form of an invoice consisting of:
 - 19.1 The percentage of a quoted amount applicable to that stage as stated in the quote;
 - 19.2 The price of any Materials and/or Electrical Items used by Fosse Electrical in relation to the Works; and
 - 19.3 Any other amounts then payable to Fosse Electrical.
20. Nothing in these Terms and Conditions prevents Fosse Electrical from exercising any other right it has against you in relation to an outstanding invoice.

Risk and Ownership

21. The Materials, Equipment and Electrical Items shall remain the property of Fosse Electrical unless and until all outstanding Fosse Electrical invoices have been paid in full.
22. Risk of loss, damage or destruction to the Materials, Equipment and Electrical Items (or any part of an Electrical Item) shall pass to you on installation.
23. It is your responsibility to insure the Materials, Equipment and Electrical Items for their full insurable or replacement value (whichever is the higher) with any insurer licensed or authorised to conduct the business of insurance in the place where you conduct your business, from the date of installation.

Insurance

24. Fosse Electrical shall at all times effect and maintain the following insurances:
 - 24.1 Public Liability Insurance \$5,000,000

Notices

25. Any notice provided by a party under these Terms and Conditions must be given in writing and delivered to the other party by hand, email, fax or post.
26. Any such notice shall be deemed to have been received two (2) business days after the date of posting.

Definitions

27. In these Terms and Conditions:
 - 27.1 **Electrical Item(s)** means any electrical goods including (but not limited to) lights, fittings and fixtures, servers, information technology, computer hardware, electronic devices, software and any other item installed or supplied by Fosse Electrical in relation to the works;
 - 27.2 **Equipment** means any items (which are not materials or electrical items) supplied or installed by Fosse Electrical in relation to the works;
 - 27.3 **Materials** means any electrical cabling, data wiring, and any other materials supplied or installed by Fosse Electrical in relation to the works;
 - 27.4 **Parties** means Fosse Electrical and you;
 - 27.5 **Party** means either Fosse Electrical or you;
 - 27.6 **Quoted Amount** means the total amount (including GST) indicated on a quote;
 - 27.7 **Terms and Conditions** means the Fosse Electrical Terms and Conditions contained herein;
 - 27.8 **Works** means any services provided by Fosse Electrical as identified in a quote or as otherwise agreed between the Parties; and
 - 27.9 **You** means the person/entity to whom Fosse Electrical provides services.