



# General conditions for the provision of Services

## Homestead Electrical Pty Ltd

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Electrical Contractor Licence No: 396913C

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Mount Annan NSW

Version 1.2

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# General conditions for the provision of Services

## 1. Term of Agreement

- (a) This Agreement commences on the date the Client accepts the Quote (Commencement Date) and continues until the electrical services described in the Quote are completed and all amounts owing are paid in full, unless terminated earlier in accordance with these Terms and Conditions.
- (b) Any extension to the scope or timing of the works must be agreed in writing by both parties.

## 2. Provision of Services

- (a) Homestead Electrical (the contractor) will provide the electrical services in accordance with (i) these terms and conditions (ii) the accepted quote and (iii) all applicable Australian standards and laws.
- (b) The Contractor will: (i) carry out the works with due care, skill and diligence expected of a licensed electrical contractor; (ii) use appropriately qualified and licensed electricians; (iii) notify the Client as soon as reasonably practicable of any delays or issues affecting completion; and (iv) complete the works within a reasonable timeframe, subject to site access, variations, weather, supply delays, and third-party works.

If any works are found to be defective or non-compliant, the Contractor will be given a reasonable opportunity to rectify the issue.

## 3. Scope of Work and Variations

- (a) The scope of work is limited strictly to what is described in the accepted Quote.
- (b) Any variation, additional work, or change requested by the Client must be approved in writing and may result in additional charges.
- (c) Invoicing will be completed post work payment must be completed day of unless agreed upon.
- (d) Underground consumer mains and meter connections are estimates only and are subject to third-party pricing. Final costs will be invoiced once works are completed and may vary from the estimate.

## 4. Price and Payment terms

- (a) A deposit of 25% of the quoted amount must be paid prior to commencement of the works if works exceed \$2000.00 including GST.
- (b) The remainder 75% must be paid day of completion of all works.

- (c) Payments to be made via:  
BSB: 112-879  
Account Number: 436 850 794  
Account Name: Homestead Electrical PTY LTD

## 5. Overdue Accounts and Debt recovery

- (a) If payment is not received by the due date:
  - (i) Interest of 10% per month will be charged, calculated daily on overdue amounts.
  - (ii) Homestead Electrical Pty Ltd owns all work completed and has full provisions to retrieve products used (see 12.a)
  - (iii) All costs associated with debt recovery, including legal fees and collection charges are payable by the client.
  - (iv) The contractor reserves the right to engage in debt collection or commence legal proceedings.
  - (v) The contractor reserves all rights to suspend works and withhold certification.

## 6. Access and Site Conditions

- (a) The Client must provide safe, clear, and reasonable access to the site.
- (b) The Client warrants that the site is safe and free from hazards.
- (c) Any delays, additional works, or costs caused by restricted access, unsafe conditions, or undisclosed site issues may result in additional charges.
- (d) Where the Contractor is required to disconnect, remove, or handle existing appliances or equipment, the Client must ensure such items are reasonably clean and safe to handle. If appliances are excessively dirty, unhygienic, or contaminated, the Contractor reserves the right to charge additional cleaning or handling fees to cover additional labour time, protective measures, or delays caused. These fees will be added to the final invoice.

## 7. Permits and Approvals

- (a) Unless otherwise agreed in writing, the Client is responsible for obtaining all required council, strata, and authority approvals prior to commencement of works.

## 8. Warranty

- (a) The Contractor warrants workmanship for 12 months from the date of completion.
- (b) Manufacturer warranties apply to supplied products such as light fittings, fans, switchgear, and equipment, and are subject to the manufacturer's terms and conditions. Any claims under manufacturer warranties must be directed to the manufacturer.
- (c) The Contractor's warranty obligation is limited to rectification of defective workmanship only.  
Does not include replacement of finishes or cosmetic works unless expressly stated in writing.
- (d) This warranty does not apply to defects or issues arising from:
  - (i) Misuse, abuse, or neglect.
  - (ii) Normal wear and tear.
  - (iii) Third-party works or interference.
  - (iv) Unauthorised alterations or repairs; or
  - (v) Works performed by others after completion by the Contractor.

## 9. Rectifications

- (a) Unless expressly included in the Quote, the Contractor does not provide patching, plastering, rendering, tiling, painting, carpentry, brickwork, concreting, landscaping, or any other non-electrical trade works.
- (b) Electrical works may require cutting, drilling, chasing, lifting of tiles, removal of fittings, or penetration of walls, ceilings, floors, paving or other surfaces.
- (c) Any patching or making good required following completion of electrical works is the sole responsibility of the Client, unless otherwise agreed in writing.
- (d) Where patching or making good is requested, it will be treated as a variation and quoted separately.

## 10. Liability

- (i) To the maximum extent permitted by law, the Contractor is not liable for any indirect or consequential loss, including loss of profit, loss of use, or loss of business.

## 11. Cancellation and termination of works

- (a) A 30% cancellation fee of the accepted Quote applies where works are cancelled after acceptance, unless otherwise agreed in writing.
- (b) Cancellation by the Client must be made in writing 48 hours before commencement of works.
- (c) If the Client cancels after accepting the Quote, the Contractor is entitled to recover costs for Materials pre ordered or supplied, Labor performed, Time allocated, Loss of wages, administrative costs, and scheduling costs.

## 12. Title of goods

Ownership of all goods and materials supplied remains with the Contractor until full payment has been received.

## 13. GST

- (a) The terms used in this clause have the same meanings given to them in the GST NSW.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with the Agreement.

## 14. Insurance

- (a) The Contractor maintains appropriate insurance, including public liability insurance, as required by law.

## 15. Governing Law

- (a) This Agreement is governed by the laws of New South Wales, and the parties submit to the jurisdiction of the courts and tribunals of NSW.