



## **TERMS AND CONDITIONS**

The following terms and conditions apply upon engagement, either verbally or in writing, of **Luke Speed Contracting Pty Ltd, ABN 13 630 497 371 ('LSC')**:

### ***GENERAL CONDITIONS***

Upon engagement of LSC, the client agrees that where the identified works are non-specific and/or a Quotation has not been requested, LSC has approval to charge for all reasonable investigation, rectification, repair and/or replacement costs.

All quotations are valid for 30 days, unless otherwise stated by LSC in writing.

LSC agrees to perform the Service and supply the Items or Works identified in the Quotation or Schedule of Works, in exchange for the amount specified. If no amount is specified, the client is deemed to have accepted to cover all reasonable costs incurred during the completion of the identified Works.

LSC agrees to carry out and complete the Works in accordance with all Legislative Requirements, including any applicable Australian Standards. LSC will maintain all licences and registrations required by law for the duration of the Works.

LSC may at any time, or from time to time, without providing any reason, refuse to provide any Service or Items to you.

### ***TRADING TERMS***

You acknowledge that LSC will issue invoices for the Works provided and agree to pay within 14 days of the date of any invoice, unless otherwise varied by LSC in writing.

LSC reserves the right to issue reasonable progress claim invoices against the Works periodically.

If the invoice remains unpaid at 90 days from the date of invoice, LSC reserves the right, in addition to their rights at common law or otherwise, to apply to a debt collection agency to assist with the recovery of the amount.

You agree to pay any cost, expenses or disbursements incurred by LSC in recovering any outstanding money from you, including debt collection fees or solicitor fees.

### ***VARIATIONS***

Any change to the scope of the Works shall be deemed a variation and LSC reserves the right to claim a cost variation and an extension of time to complete the works.

### ***GST***

Unless the contrary is expressly specified, all fees and charges presented for services are exclusive of GST. GST will be an additional 10%.

### ***TRADING HOURS***

Unless otherwise stated, the Works will be performed during normal business hours, as defined in these terms and conditions. Normal business hours are 7:30am to 4:00pm, Monday to Friday, excluding public holidays. Works outside of these hours are chargeable at overtime rates, and unless otherwise stated by LSC in writing, are not included in the Quotation or Schedule of Works provided.



## ***SITE ACCESS***

By agreeing to proceed with the Works, LSC presumes having free and uninterrupted access to the site and being of a continuous nature. Should LSC be forced to leave or return to site unexpectedly, additional costs may be applicable.

## ***DELIVERY***

LSC shall use reasonable endeavours to complete the delivery of Works by the completion date. The customer acknowledges that delivery dates or periods quoted are estimates only.

LSC accepts no liability whatsoever for any loss or damage suffered by the customer because of any delay in the delivery of the works.

Risk of the Items shall pass to the customer upon delivery of the Items to the location of works. Title to and ownership of the Items shall pass to the customer upon receipt by LSC of payment in full for those Items, and where applicable, installation.

## ***WARRANTY***

All equipment is subject to a manufacturer's warranty. LSC is not liable for faulty or failing equipment caused by factors outside of our direct control, including additional labour costs and materials, and these costs may be sought from the client.

## ***FORCE MAJEURE***

LSC cannot be liable for any failure to complete any of the Works caused by any of the following events:

- Transportation delays
- Delays in obtaining resources
- Accidents
- Industrial disturbance
- Act of violence
- Act of Government
- Default by other organisations or contractors
- Act of God or natural disaster, including but not limited to floods, cyclones or pandemics

## ***EXTENSION OF TIME***

LSC reserves the right to request an extension of time or claim costs if the Works are delayed by factors outside of our control.

LSC will be entitled to an extension of time in the event of inclement weather event/s occurring on or before the Date of Practical Completion which are beyond the reasonable control of LSC.

## ***DAMAGES***

LSC shall not be liable for any consequential damages, including, but not limited to, loss of profits or business.

## ***TERMINATION***

You agree that if you breach any Terms and Conditions here mentioned, without prejudice to any other right or remedy that LSC has at law or under these terms, LSC reserves the right to unilaterally terminate the Works.

If terminated, without limiting any other remedies or rights LSC has at law or under these terms, all outstanding monies owed to LSC becomes immediately due and payable.