

TERMS OF TRADE

Notice to Client: All quotes, estimates, and work undertaken by the Electrician are strictly subject to the standard terms and conditions detailed below. Engaging services or accepting a quote constitutes full acceptance of these terms.

1. DEFINITIONS & APPLICATION

- 1.1** “Electrician” refers to the electrical business, its sole trader, directors, employees, contractors, or authorized agents providing services.
- 1.2** “Client” refers to the person, business, homeowner, or entity requesting work, ordering materials, or accepting a quote/estimate.
- 1.3** These Terms apply to all past, present, and future quotes, estimates, supply of materials, and services provided by the Electrician.

2. QUOTES, ESTIMATES & VARIATIONS

- 2.1** Estimates are non-binding approximations based on visible conditions. Written quotes are fixed for 30 calendar days from the date of issue unless specified otherwise.
- 2.2** Any addition, modification, or variation to the agreed scope of work requested by the Client will be charged as an extra cost at standard hourly labour rates plus materials.
- 2.3** Unforeseen site obstacles, hidden defects, or concealed infrastructure requiring extra labour or materials will be treated as a variation to the original price.

3. COMPLIANCE & REGULATORY STANDARDS

- 3.1** Standard Enforcement: All work will be conducted strictly in accordance with local electrical safety regulations and standards (e.g., AS/NZS 3000 Wiring Rules / ESR 2010).
- 3.2** Right to Decline Non-Compliant Work: The Electrician strictly reserves the right to refuse or halt any work requested by the Client that is non-compliant, unsafe, or illegal under applicable regulatory codes.
- 3.3** Pre-existing Non-Compliance: If existing non-compliant, unsafe, or hazardous wiring is discovered on-site, work on that section will pause immediately. The Client will be notified, and any required remedial work to ensure compliance will be charged as a mandatory variation.

4. PAYMENT TERMS & INVOICING

- 4.1** Payment in full is due within **14** calendar days [or as stated on the invoice] from the invoice date.
- 4.2** For projects exceeding \$1,000 or requiring high-value equipment, the Electrician reserves the right to request a material deposit or progress payments prior to or during work.
- 4.3** Payment must be made via direct electronic bank transfer to the bank details nominated on the invoice.

5. DEFAULT, LATE FEES & COLLECTION COSTS

- 5.1** Overdue balances will incur compounding interest at a rate of 2.5% per month (or the maximum allowable rate by law) calculated daily from the due date.
- 5.2** The Client agrees to fully indemnify the Electrician for all recovery expenses, including collection agency commissions, legal fees on a solicitor-client basis, and court filing costs.

6. RETENTION OF TITLE (OWNERSHIP OF GOODS)

- 6.1** Ownership and title of all components, cables, fittings, and equipment supplied remain strictly with the Electrician until the relevant invoice is fully paid.
- 6.2** If payment defaults, the Client irrevocably grants the Electrician authority to enter the premises to inspect and repossess any unpaid goods or equipment.

7. SITE ACCESS, POWER & SAFETY

- 7.1** Access: The Client must ensure clear, safe, and unobstructed access to the work area at agreed times. Delays caused by lack of access will be charged at standard hourly rates.
- 7.2** Power Disruption: The Client acknowledges that carrying out electrical work may require temporary shutdown of power. The Electrician is not liable for indirect losses, data loss, or perishable items resulting from necessary operational power interruptions.
- 7.3** Site Hazards: The Client must advise the Electrician of any known hazards, structural constraints, or dangerous animals prior to work commencing.

8. HIDDEN SERVICES & UNDERGROUND UTILITIES

- 8.1** While all reasonable care is taken, the Electrician accepts no liability for accidental damage to concealed or unmapped underground utilities, pipes, conduits, or in-wall services unless their precise location was clearly marked and supplied in writing by the Client prior to drilling/trenching.

9. HAZARDOUS MATERIALS (ASBESTOS / CHEMICALS)

- 9.1** If suspected asbestos, toxic mould, or hazardous chemicals are encountered during execution, work will immediately cease. Work will resume only once the site is tested, safe, or remediated by a licensed abatement contractor at the Client's sole expense.

10. WORKMANSHIP GUARANTEE & WARRANTIES

- 10.1** Labour performed by the Electrician is backed by a 12-month workmanship guarantee from the completion date.
- 10.2** Manufacturer warranties apply to supplied components. The guarantee does not cover defects caused by Client misuse, unauthorized modifications, natural wear, power surges, or external factors.
- 10.3** If the Client supplies their own fittings or equipment for installation, the Electrician gives no warranty on those products. The Client is liable for standard labour charges if a client-supplied item is faulty out of the box or fails after installation.

11. INTELLECTUAL PROPERTY

- 11.1** All technical drawings, custom electrical schematics, layouts, and specifications created by the Electrician remain proprietary intellectual property until paid for in full.

12. CANCELLATIONS

- 12.1** If the Client cancels confirmed work, they remain liable for all labour performed up to cancellation, as well as non-refundable materials ordered and supplier restocking fees.