



Services Agreement

Welcome to Chris Wood Electrical Pty Ltd ACN 611 166 799 (**'Service provider'**, **'Chris Wood Electrical'**, **'we'**, **'our'** or **'us'**) The Service Provider carries on the business of providing electrical services as set out in the website <https://chriswoodelectrical.com.au/> . The Service Provider has agreed to provide the Services to the Client and the Client has agreed to procure the Services from the Service Provider in accordance with the associated Quote and the terms and conditions (which together form this **"agreement"**).

You can view the most updated version of our Terms on our Website. Please read these terms and conditions carefully before agreeing to proceed with the Quote and purchasing the Services.

1 ACCEPTING THIS AGREEMENT

- (a) In this agreement, capitalised words and phrases have the meanings given to them where they are followed by bolded brackets, or as set out in the Definitions table at the end of these Terms.
- (b) By clicking the tick box below or clicking the "I accept this agreement" button on our Website, paying for your Services or otherwise accepting the benefit of any part of your Quote, you agree to be bound by this agreement which form a binding contractual agreement between you the person acquiring a Service or the company you represent and are acquiring the Service on behalf of (**'Client'**, **'you'** or **'your'**) and us.
- (c) We may change this agreement at any time by notifying you, and your continued use of the Service following such an update will represent an agreement by you to be bound by this agreement as amended.
- (d) Where these terms are accepted by parent or guardian on behalf of another individual, that parent or guardian warrants that they have sufficient authority to accept these terms on that individual's behalf and agrees to indemnify us for any loss or damage suffered by us if this agreement is found to be unenforceable against that individual for any reason.

2 HOW TO READ THIS AGREEMENT

2.1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in these terms and conditions have the meaning given:

- (a) to that word or phrase in the Quote;
- (b) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (c) in the definitions in clause 18 of this agreement.

2.2 ORDER OF PRECEDENCE

- (a) Subject to clause 2.2(b) and unless otherwise expressly stated, in the event of any inconsistency between these terms and conditions and the Quote, these terms and conditions will prevail to the extent of such inconsistency.
- (b) Any Special Conditions set out in the Quote that are:
 - (i) intended to replace an "Old Clause" with a "New Clause" (as indicated by the use of both columns), then the "New Clause" will replace and prevail over the clause in the Old Clause column entirely; and
 - (ii) intended to add a "New Clause" (as indicated by the use of only the New Clause column) are incorporated in these terms and conditions and will replace and prevail over any other terms to the extent of any inconsistency.

3 DURATION AND RENEWAL OF THIS AGREEMENT

- (a) This agreement will commence on the Start Date, and continues in effect until the End Date (Term), unless earlier terminated in accordance with clause 14 or extended in accordance with clause 3(b).
- (b) The parties may agree to extend this agreement by mutual agreement, including by conduct that indicates an intention to extend the Term.
- (c) If any Services are supplied after the expiry of the Term, without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that these terms will not apply, the terms of this agreement will continue to apply for those Services.

4 ORDERING AND PERFORMANCE OF SERVICES

4.1 ORIGINAL STATEMENT OF WORK

- (a) In consideration for the payment of the Fees, Chris Wood Electrical will perform the Services in accordance with the Quote.
- (b) Any time frame agreed for the performance of the Services is indicative only and subject to change on notice by Chris Wood Electrical.
- (c) Unless otherwise agreed, Chris Wood Electrical may, at its discretion:
 - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
 - (ii) withhold delivery of Services until the Client has paid the invoice in respect of such Services.

4.2 ADDITIONAL STATEMENTS OF WORK

- (a) The parties may agree to additional Statements of Work under these terms and conditions during the Term.
- (b) These terms and conditions will apply to all additional Statements of Work between the parties.
- (c) If the Client requests an additional Quote, Chris Wood Electrical will provide a quote in accordance with the Quote template in **Error! Reference source not found.**
- (d) The Client will be taken to have accepted an additional Quote if the Client informs or otherwise indicates to Chris Wood Electrical that the Client wishes for Chris Wood Electrical to proceed with performing the additional Quote.
- (e) An additional Quote will not limit or otherwise affect any other current Statements of Work between the parties.

4.3 CHANGES TO STATEMENTS OF WORK

- (a) The Client must pay a 'change in scope fee', in an amount reasonably determined by Chris Wood Electrical (**Change Fee**), for changes to Services requested by the Client which alter the scope set out in the relevant Quote and require Chris Wood Electrical to perform additional work or incur additional costs (**Changes**).
- (b) Unless otherwise agreed in writing, Chris Wood Electrical may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.
- (c) Chris Wood Electrical will only be required to perform Changes, if:
 - (i) Chris Wood Electrical agrees in writing to perform the Changes;
 - (ii) the Client confirms in writing that they wish for Chris Wood Electrical to proceed with the Changes and the relevant Change Fee; and
 - (iii) the Client pays the Change Fee, in accordance with clause 4.3(a) as if it was a Fee.

- (d) This agreement will apply to any Services that are the subject of a Change without this agreement needing to be signed again.

4.4 INCLUSION OF ITEMS IN STATEMENT OF WORK

The Service Provider strives to include all items indicated on the drawings during the quoting stage and the provision of the Quote. If any items have been inadvertently omitted from the Quote, the Client agrees to promptly notify the Service Provider so they can be incorporated. Any items identified as missing at any stage of the Services will be treated as additional work and will be billed as extras under an additional Quote as set out in clause 4.2.

4.5 BOOKING/SITE INSPECTION FEE

A booking/site inspection fee of \$40 + GST is payable before or on the day of completing any Services. This fee will be waived if Chris Wood Electrical completes the work or schedules the Services to be completed within 30 days.

4.6 VEHICLE/SERVICE CHARGE

A vehicle/service charge will be added to all invoices unless otherwise agreed. This charge covers costs associated with Chris Wood Electricals' vehicle fleet, including fuel, road user charges, and general maintenance.

4.7 WORKMANSHIP AND MATERIAL GUARANTEES

Chris Wood Electrical guarantees all workmanship for 25 years and guarantees materials and equipment as per the manufacturer's warranty from the date of installation. Manufacturer warranties for estimated time usage on products do not apply.

4.8 REPLACEMENT OF NON-SUPPLIED ELECTRICAL EQUIPMENT

Any electrical equipment or accessories not supplied by Chris Wood Electricals' that fail and require replacement by Chris Wood Electricals' will incur a minimum service call fee of \$150 + GST.

4.9 DELAYED OR UNFIT MATERIALS

If any electrical equipment or materials not supplied by Chris Wood Electricals' do not arrive in time for installation during the course of the works or are not fit for purpose, requiring Chris Wood Electricals' to return to the site, an additional service call fee of \$150 + GST will apply.

4.10 INCOMPLETE TASKS DUE TO CLIENT CIRCUMSTANCES

If any tasks outlined in the Quote are left unfinished due to circumstances on the Client's end, necessitating Chris Wood Electricals' return to the site for completion, there will be a minimum additional service charge of \$150 + GST.

4.11 LED LIGHT PERFORMANCE

Chris Wood Electricals' cannot guarantee the dimming performance or compatibility of LED lights with any given dimmer, nor can Chris Wood Electricals' guarantee that there will be no flickering due to interference from external sources such as Ausgrid's off-peak ripple or solar inverters. Chris Wood Electricals' accepts no liability for loss, damages, or costs resulting from poor dimming or flickering of Chris Wood Electricals' lights. Off-peak ripple filters can be installed at an additional cost but are not guaranteed by Chris Wood Electricals' or the manufacturer due to possible other causes of flickering.

4.12 HOURS OF WORK

All Services have been priced based on the assumption that they will be carried out during normal working hours. Normal working hours are defined as between 7:00 AM to 4:00 PM, Monday to Friday. Any site works required to be performed outside of these hours may be subject to additional charges, which will be agreed upon in advance by both parties.

4.13 UNDERGROUND ACCESS

- (a) Any Services requiring the Service provider to access underground locations will only be undertaken after the owner/builder has provided detailed information regarding the location of all underground services, including electricity, communications, gas, water, sewer, irrigation, and other relevant services. While the Service Provider will exercise all due care during the provision of the Services, the owner/builder agrees to indemnify the Service Provider against any loss, damage, or associated rectification costs arising from damage to these Services as a result of accessing the underground locations.
- (b) While accessing underground locations, any unanticipated conditions, such as the presence of rock, concrete, or other obstructions that require removal, will be considered a variation to the original scope of work. These additional tasks will be charged accordingly and will require approval from the owner/builder before proceeding

5 CLIENT OBLIGATIONS

5.1 PROVIDE INFORMATION

- (a) The Client must provide Chris Wood Electrical with all documentation, information and assistance reasonably required by Chris Wood Electrical to perform the Services.
- (b) The Client agrees to liaise with Chris Wood Electrical as it reasonably requests for the purpose of enabling Chris Wood Electrical to provide the Services.
- (c) The Client must provide feedback on all questions and documents provided to the Client within the agreed time frame, if feedback is included in the Services. If the Client delays in providing any feedback, there may be delays in the Services which Chris Wood Electrical will not be liable for any delays to the estimated time frames.
- (d) The Client warrants that all information, documentation and other material it provides to Chris Wood Electrical for the purpose of receiving the Services is complete, accurate, compliant with any applicable laws and industry regulations, and up-to-date.
- (e) The Client releases Chris Wood Electrical from all liability in relation to any loss or damage arising out of or in connection with the Services, to the extent such loss or damage is caused or contributed to by information, documentation or any other material provided by the Client being incomplete, inaccurate or out-of-date.

5.2 ACCESS TO PREMISES

- (a) The Client must allow Chris Wood Electrical access to any premises or required areas of any premises reasonably necessary for Chris Wood Electrical to provide the Services (**Premises**).
- (b) The Client must obtain any authority or approval (including strata or building management approval if applicable) for Chris Wood Electrical that is reasonably necessary for Chris Wood Electrical to provide the Services.
- (c) The Client must conduct or facilitate any inductions, training or supervision or other requirements of the Premises, including anything referred to in Special Conditions of the Proposal, so that Chris Wood Electrical has full access to carry out the Services.
- (d) Where Chris Wood Electrical is unable to gain access to the Premises due to the Client's non-compliance with this clause, omission, fault or otherwise, it is the Client's responsibility to reschedule any Services and Chris Wood Electrical reserves the right to claim any expenses including travel and lost income and to charge this to the Client as an expense under this agreement.
- (e) The Client warrants that the Premises are safe for Chris Wood Electrical to enter and perform the Services including, where applicable, complying with any relevant occupational health and safety legislation and requirements.

5.3 COMPLIANCE WITH LAWS

The Client agrees that it will not, by receiving or requesting the Services:

- (a) breach any applicable Laws (including any applicable privacy laws); or

- (b) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

5.4 INSURANCE

- (a) The Client acknowledges and agrees that it is responsible for insuring itself against its risks under and in connection with this agreement.
- (b) The Client must ensure that it effects and maintains adequate insurance to cover the Client's risks and liabilities under this agreement and any activities undertaken by the Client in connection with this agreement, including as applicable to the particular activity, business insurance, professional indemnity insurance, errors and omissions insurance and public liability insurance.

6 FEES AND PAYMENT

6.1 FEES

- (a) The Client must pay the Fees in the amounts, and on or before the Due Date(s), set out in the Quote.
- (b) The Service Provider reserves the right to request a deposit of up to 20% of the total Fees before commencing the Services. This requirement is based on the value of materials that need to be purchased in advance for the job.
- (c) To the maximum extent permitted under the *Competition and Consumer Act 2010* (Cth) any Fees paid in accordance with this agreement are non-refundable.
- (d) If there is no Due Date set out in the Quote in relation to a Fee, that Fee must be paid at the time set out in the relevant invoice issued by the Service Provider.

6.2 INVOICES

The Service Provider will issue a valid tax invoice to the Client for payment of the Fees. The Client must pay the Fees in accordance with the remittance method set out in an invoice.

6.3 SUSPENSION OF SERVICES

The Service Provider reserves the right to suspend all or part of the Services indefinitely where the Client fails to pay the Fees in accordance with clause 6.1.

6.4 INTEREST ON LATE PAYMENTS

In the event that any payment due to the Service Provider by the Client is not made by the agreed due date, the Client will be liable to pay interest on the overdue amount. The interest rate shall be calculated at 10% per annum, accruing daily from the due date until the date of actual payment, whether before or after judgment. This interest shall compound monthly and be payable on demand.

6.5 EXPENSES

Unless otherwise agreed in writing:

- (a) the Client will bear all travel, accommodation, office stationery, computer storage, media and related expenses reasonably incurred by the Service Provider in connection with the Services; and
- (b) any third party costs incurred by the Service Provider in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Quote.

6.6 GST

Unless otherwise indicated, amounts stated in the Quote do not include GST. In relation to any GST payable for a taxable supply by the Service Provider, the Client must pay the GST subject to the Service Provider providing a tax invoice.

6.7 CARD SURCHARGES

The Service Provider reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

6.8 ENFORCEMENT OF FEES

In the event of a default in payment of the Fees by the Client, the Service Provider is entitled to recover all costs incurred in the process of debt recovery. These costs include, but are not limited to, legal fees, court costs, collection agency fees, and any other expenses directly related to the enforcement of the debt. The Client agrees to reimburse the Service Provider for such costs upon demand.

7 CONFIDENTIALITY & PRIVACY

7.1 PRIVACY

- (a) The parties must comply with:
 - (i) if applicable, their respective obligations under the *Privacy Act 1988* (Cth); and
 - (ii) the Service Provider's privacy policy as in force from time to time.
- (b) The Service Provider will keep the Client informed of any changes to its privacy policy during the Term.

7.2 CONFIDENTIAL INFORMATION

The parties will not, during or at any time after the Term, disclose Confidential Information directly or indirectly to any third party, except:

- (a) with the other party's prior written consent;
- (b) as required by Law; or
- (c) to their Personnel on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).

7.3 BREACH

If either party becomes aware of a suspected or actual breach of clause 7.2 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 7.2.

7.4 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.

7.5 RETURN

On termination or expiration of this agreement, each party must immediately return to the other party, or (if requested by the other party) destroy, any documents or other Material in its possession or control containing Confidential Information of the other party.

7.6 ADDITIONAL DISCLOSEES

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 7. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

8 INTELLECTUAL PROPERTY

8.1 DEFINITIONS

In this clause and the Quote, the following terms have the following meanings in relation to Intellectual Property Rights:

- (a) **Existing Material** means Material of either party, other than New Material;
- (b) **New Material** means Material that is created, written, developed or otherwise brought into existence during the Term for the purposes of this agreement; and
- (c) **Material** means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.

8.2 EXISTING MATERIAL

- (a) Except to the extent otherwise stated in the Quote or in this clause 8:
 - (i) each party retains ownership of the Intellectual Property Rights in its Existing Material; and
 - (ii) nothing in this agreement transfers ownership of, or assigns any Intellectual Property Rights in, either party's Existing Material to the other party.
- (b) The Client grants to the Service Provider (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use its Existing Material to the extent reasonably required to perform any Services.
- (c) The Client warrants that the Service Provider's use of the Client's Existing Material will not infringe the Intellectual Property Rights of any third party and will indemnify the Service Provider from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.
- (d) The Service Provider grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use its Existing Material, to the extent:
 - (i) such Existing Material is incorporated into the New Material; and
 - (ii) such use is reasonably required for the Client to enjoy the benefit of the Services.

8.3 NEW MATERIAL

- (a) Unless otherwise stated in the Quote, Intellectual Property Rights in New Material are immediately assigned to and vest in the Service Provider as those rights are created.
- (b) The Service Provider grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use the New Material to the extent such use is reasonably required for the Client to enjoy the benefit of the Services.

8.4 THIRD PARTY INTELLECTUAL PROPERTY

The Service Provider warrants that:

- (a) the provision of the Services to the Client; and
 - (b) the Client's receipt and use of the Services for their intended purpose,
- will not infringe the Intellectual Property Rights of any third party.

9 OWNERSHIP, RISK AND ASSIGNMENT

- (a) Notwithstanding anything to the contrary express or implied in this agreement, the parties agree that Chris Wood Electrical retains full title to the Goods and title will not at any time pass to the Client until the purchase price for the Goods and all other amounts owing in respect of the Goods are paid to Chris Wood Electrical notwithstanding:
 - (i) the delivery or collection of the Goods to/by the Client (as the case may be);
 - (ii) installation in or attachment of the Goods to the Client's property; and/or

- (iii) the possession and use of the Goods by the Client.
- (b) Even if Chris Wood Electrical retains ownership of the Goods, all risk for the Goods passes to the Client on delivery of the Goods to the Client or the nominee of the Client.
- (c) If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Chris Wood Electrical is entitled to:
 - (i) receive payment for the Goods; and
 - (ii) receive all insurance proceeds payable for the Goods. The production of this Agreement by Chris Wood Electrical is sufficient evidence of Chris Wood Electrical' rights to receive the insurance proceeds without the need for any person dealing with Chris Wood Electrical to make further enquiries.
- (d) The Client acknowledges and agrees that:
 - (i) it will not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire or otherwise part or attempt to part with personal possession of or otherwise deal with the Goods without the express written consent of Chris Wood Electrical;
 - (ii) it will, if requested by Chris Wood Electrical, return the Goods to Chris Wood Electrical following non-fulfilment of any obligation of the Client (including payment of monies) without limiting any other right Chris Wood Electrical may have;
 - (iii) it will deliver up the Goods to Chris Wood Electrical upon demand by Chris Wood Electrical and give Chris Wood Electrical or its agents or authorised representatives the right to enter any Premises occupied by the Client and any Premises where it believes any Goods may be stored (without liability for trespass or any resulting damage) and to use the name of the Client and to act on its behalf, if necessary, to recover possession of the Goods and agrees to indemnify Chris Wood Electrical and its agents and/or authorised representatives from any damage, injury and/or loss arising from such recovery or attempted recovery of the Goods from the Client's possession or control;
 - (iv) it holds the proceeds, book debts and accounts receivable arising from selling or hiring of the Goods on trust for and as agent for Chris Wood Electrical immediately when they are receivable or are received; and
 - (v) Chris Wood Electrical may recover as a debt due and immediately payable by the Client all amounts owing by the Client to Chris Wood Electrical in any respect even though title to the Goods has not passed to the Client.

10 PERSONAL PROPERTY SECURITIES

10.1 APPLICATION

Until such time as the Goods are paid for in full in cleared funds, this clause shall apply to the supply of Goods.

10.2 PERSONAL PROPERTY SECURITIES

The Client acknowledges and agrees that notwithstanding any other provision of this Agreement:

- (a) the *Personal Property Securities Act 2009* (Cth) and its regulations as amended and in force from time to time ("**PPSA**") applies to any supply of Goods by Chris Wood Electrical to the Client;
- (b) by agreeing to and/or accepting or adopting this Agreement the Client grants to Chris Wood Electrical:
 - (i) a purchase money security interest in the Goods (on the basis that the Goods are sold on retention of title terms); and
 - (ii) a security interest over all present and after-acquired property of the Client (for purposes of this clause "**Client's Property**"),

- (c) to secure Chris Wood Electrical' interest in the Goods and all moneys owing or payable by the Client under this Agreement and any other moneys payable by the Client to Chris Wood Electrical from time to time on any account whatsoever;
- (d) if a purchase money security interest is not able to be claimed by Chris Wood Electrical in respect of the Goods for any reason, Chris Wood Electrical will have a security interest in the Goods;
- (e) the Client agrees that Chris Wood Electrical' security interest in Goods and the Client's property covered by this Agreement may be registered on the PPSR and the Client agrees to do all things necessary and required by Chris Wood Electrical to effect registration of Chris Wood Electrical' security interest on the PPSR in order to give Chris Wood Electrical' security interest the best priority possible and anything else Chris Wood Electrical requests the Client to do in connection with the PPSA without delay;
- (f) the Client warrants that all information provided by the Client to Chris Wood Electrical, including but not limited to the Client's details, including the entity, name, ACN or ABN and address set out in the Quote is correct in all respects and must not change its name, address or other details set out in the Quote without providing Chris Wood Electrical with at least 20 business days prior written notice;
- (g) the Client unconditionally and irrevocably appoints Chris Wood Electrical as its attorney to do any of acts and matters set out in this clause 20 in the event that the Client fails, delays or declines to execute such documents or do such acts;
- (h) the Client agrees that it will not grant a security interest or other encumbrance in the Goods whether under the PPSA or any other law to a third party unless it has obtained the prior written consent of Chris Wood Electrical, which Chris Wood Electrical may refuse to provide or grant in its absolute and unfettered discretion. Chris Wood Electrical may request and the Client must provide any information that Chris Wood Electrical requires, acting reasonably, in order to fully consider whether to grant its consent;
- (i) Chris Wood Electrical' security interest in the Goods, and the Client's Property extends to any proceeds in all present and after acquired property including without limitation book debts and accounts receivable arising from the selling or hiring of the Goods, and/or the Client's Property by the Client;
- (j) it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to Chris Wood Electrical under this Agreement;
- (k) the Goods are located in Australia at the date of the supply of the Goods and the Client warrants that the Goods will remain located in Australia for the duration of the Agreement;
- (l) neither Chris Wood Electrical or the Client will disclose any information to any interested person unless required to do so under the PPSA;
- (m) the Client waives its right under the PPSA:
 - (i) to receive a copy of any verification statement, financing change statement, or any notice that Chris Wood Electrical intends to sell the Goods and/or the Client's Property or to retain the Goods and/or the Client's Property on enforcement of the security interest granted to Chris Wood Electrical under this Agreement or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;
 - (ii) to object to a proposal by Chris Wood Electrical to dispose of or purchase or retain the Goods and/or the Client's Property in satisfaction of any obligation owed by the Client to Chris Wood Electrical;
 - (iii) to receive a statement of account following the sale of the Goods and/or the Client's Property; or
 - (iv) to redeem the Goods and/or the Client's Property;
 - (v) will not give (or allow any person to give) to Chris Wood Electrical a written demand requiring Chris Wood Electrical to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the PPS Register a financing change statement under the PPSA; and

- (vi) a default under any other security agreement under which it has granted a security interest to any other party in respect of the Goods is deemed to be a breach of this Agreement.
- (n) Chris Wood Electrical is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.

10.3 FURTHER SUPPLIES

The parties acknowledge and agree that any supply of Goods of any kind by Chris Wood Electrical to the Client which is not specifically set out in the Quote but for which Chris Wood Electrical has or later issues a tax invoice or any other documentation to the Client is deemed to form part of the Agreement and is subject to the terms of the Agreement.

10.4 ENFORCEMENT

- (a) The enforcement provisions contained in this Agreement are in addition to any rights available to Chris Wood Electrical under the PPSA and apply to the maximum extent permitted by law.
- (b) Without limitation to clause 21.4(a) and any other provision of this Agreement sections 125, 129(2), 142 and 143 of the PPSA are contracted out of.

10.5 POWER OF ATTORNEY

The Client irrevocably nominates, constitutes and appoints Chris Wood Electrical and/or its officers and/or its nominees severally to be the true and lawful attorneys of the Client on behalf of and in the name of the Client to do all things necessary and sign all such documents as may be necessary to deal with the Goods in accordance with the enforcement provisions of this Agreement, the PPSA or otherwise, if the Client is in default of this Agreement.

11 SUBCONTRACTING

The Service Provider may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

12 WARRANTIES AND LIABILITY

12.1 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

12.2 LIABILITY

- (a) **(Liability)** To the maximum extent permitted by law the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the Client to Chris Wood Electrical under the most recent Quote.
- (b) **(Consequential loss)** To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by the Service Provider, except:
 - (i) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
 - (ii) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

13 IF THE PARTIES HAVE A DISPUTE

- (a) If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
- (b) The parties will conduct mediation through the Australian Disputes Centre (**ADC**) and in accordance with the ADC's Guidelines for Commercial Mediation (as current at the time of the dispute).
- (c) The parties will follow the mediator's recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
- (d) If mediation does not resolve the issue, the parties must:
 - (i) if they haven't already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
 - (ii) based on that advice, if settlement is not achieved, participate in arbitration (or other dispute resolution mechanism agreed in mediation) through the ADC at equal shared expense.
- (e) The parties will follow the binding outcome of arbitration (or other agreed mechanism).
- (f) Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
- (g) The process in this clause does not apply where a party requires an urgent injunction.

14 TERMINATION

14.1 TERMINATION FOR CONVENIENCE

- (a) Either party may end this agreement for no reason, by providing notice to the other party.
- (b) This agreement will end 10 Business Days after the day the notice is sent (the **End Date**).
- (c) On the End Date, the Service Provider will provide an invoice to the Client for:
 - (i) any Fees for Services already performed up to the End Date (including Services performed to prepare not yet completed deliverables);
 - (ii) any pre-approved third party costs the Service Provider has incurred on the Client's behalf up to the End Date; and
 - (iii) if terminated by the Client, the Service Provider's pre-estimated genuine losses as a result of the Client ending this agreement, (together, the **Outstanding Amounts**)
- (d) The Client will pay the Outstanding Amounts to the Service Provider on the End Date unless otherwise agreed in a written payment plan between the parties.
- (e) Once the Outstanding Amounts have been paid, the Service Provider will hand over any completed deliverables.
- (f) If the Service Provider terminates this agreement pursuant to this clause, the Service Provider will make reasonable efforts to handover the remaining scope of Services to the Client, so the Client can source an alternative provider.

14.2 TERMINATION FOR BREACH

- (a) If a party (the **Notifying Party**) considers that the other party is in breach of this agreement (the **Breach**), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.

- (c) The other party will have 10 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the **Rectification Period**).
- (d) After the Rectification Period, the Notifying Party will:
 - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
 - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (**Termination for Breach Notice**).
- (e) Following a Termination for Breach Notice, the parties will stop all work under this agreement unless otherwise agreed.
- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 13. The indemnities, warranties and liability caps in clause 12 will apply to any disputes and resulting claims. Any pre-estimated losses in clause 14.1 will not limit or otherwise effect the Service Provider's rights under this agreement, at law or otherwise in equity; the Service Provider's losses resulting from the Client's breach are likely to far exceed its losses resulting from termination for the Client's convenience.

14.3 OTHER CONSEQUENCES FOR TERMINATION

If this agreement ends, in addition to the specific consequences set out in clause 14.1 or 14.2 (as applicable), the parties will:

- (a) return all property and Confidential Information to the other party;
- (b) comply with all obligations that are by their nature intended to survive the end of this agreement, including without limitation clause 5.3, 7, 8, 9, 12 and 17 and
- (c) stop using any materials that are no longer owned by, or licensed to, them when this agreement ends in accordance with clause 8.

15 FORCE MAJEURE

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strike or other industrial action;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,to the extent the occurrence affects the Affected Party's ability to perform the obligation.
- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 15(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

16 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in the Quote and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

17 GENERAL

17.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

17.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

17.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

17.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

17.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

17.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

17.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

17.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

18 DEFINITIONS

In these terms and conditions, the following words and phrases have the following meaning:

Term	Meaning
Business Day	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in New South Wales, Australia.
Confidential Information	Information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.
Fees	the fees set out in the Quote.
Intellectual Property Rights	All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.
Key Dates / Times	Any Key Dates and / or Times as set out in the Quote.
Key Persons	The persons identified in the Quote as the persons who the Service Provider intends to provide to perform the Services.
Laws	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Services are performed or received and includes any industry codes of conduct.
Material	Has the meaning given in clause 8.1.
Personnel	Employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
Services	The services to be provided by the Service Provider to the Client in accordance with the Quote.
Term	Has the meaning given in clause 3(a).
Website	means the website at the URL set out in the first paragraph of this agreement, and any other website operated by us in connection with the Services.
Quote	Means the document that was provided and signed by the Client that sets out the scope of the Services