



ELECTRICAL SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context or subject matter otherwise require:

Agreement means this Electrical Service Agreement including the General Terms and Conditions, the Schedule and any Appendix thereto;

Authorised Representative means those individuals listed in Item 1 and Item 2 respectively of the Schedule as authorised representatives;

Business Day means a day, not being a Saturday, Sunday or gazetted public holiday in Queensland;

Client means that party specified in Item 2 of the Schedule;

Commencement Date means the date from which this Agreement shall commence which is stated in Item 4 of the Schedule;

Completion Notice means the Notice issued by the Contractor to the Client upon completing the Works or part of the Works as required by the Work Schedule, specifying that the Works or part of the Works are complete;

Consequential Loss means any loss or damage suffered by a Party or any other person which is indirect or consequential, or which relates to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of use, loss of interest, damage to credit rating, or loss or denial of opportunity;

Contract Price means the sum of money stated in Item 3 of the Schedule;

Contractor means that Party and any personnel of that Party specified in Item 1 of the Schedule;

Extension of Time means where the Contractor is entitled to extend the time for commencing, undertaking or completing the Works, for any reason, unless the Contractor directly caused the delay;

Force Majeure means the occurrence of an event or circumstances beyond the reasonable control of the Party affected by it including (without limitation):

- (a) a war (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;

- (b) a strike, lockout or industrial action, dispute or disturbance of any kind;
- (c) an act of a Government Authority;
- (d) an act of God;
- (e) a pandemic event or lock downs; or
- (f) a storm, tempest, fire, flood, earthquake or other natural calamity;

Government Authority means any local, State or Federal government, a Minister or government department of each of those governments, a corporation or authority constituted for a public purpose, the holder of an office for a public purpose, a local authority and any agent or employee of any of them;

Insolvency Event means in the case of a corporation, making a resolution for its winding up, being under administration, official management or in provisional liquidation or liquidation, being subject to an application to be wound up and in the case of an individual, the individual becomes bankrupt or seeks to become bankrupt or seeks to take advantage of the laws relating to bankruptcy;

Latent Condition means any physical conditions on or near the Site (including the physical condition or performance of any existing works, electrical installations or structures on Site) which differ materially from the physical conditions reasonably expected by a competent Contractor at the Commencement Date;

Notice means a written notice, consent, approval, direction, order or other communication;

On-Call Works means any works that fall outside of the scope of the Works that the Client requires the Contractor to undertake from time to time during the Term of this Agreement;

Party means either the Contractor or Client;

Parties means both the Contractor and the Client;

Schedule means the schedule attached to this Agreement which sets out certain details of this Agreement;

Site means that place identified in Item 6 of the Schedule, where the Works are to be carried out by the Contractor;

Term of Agreement means the duration of this Agreement specified in Item 7 of the Schedule, calculated from the Commencement Date;

Variation Notice means a notice outlining a variation which must:

- (a) describe the variation;
- (b) if applicable, set out the Contractor's reasonable estimate of any delay which might result from the variation; and

(c) state price of the variation.

Works means any services rendered, products or material delivered or work performed by the Contractor as specified in Item 5 of the Schedule and the Appendix to the Schedule or as agreed in writing between the Parties from time to time;

Work Schedule means the dates and times the Works or part of the Works shall be executed which is more fully particularised in Appendix 2 of the Schedule.

1.2 Interpretation

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- a. references to a person include an individual, firm or a body, whether incorporated or unincorporated;
- b. clause headings are for references only and shall not form part of this Agreement nor used in the interpretation of this Agreement;
- c. if the time of doing an act or thing under this Agreement falls on a day which is not a Business Day, then the time of doing that act or thing shall be deemed to be the next Business Day;
- d. words in the singular include the plural and vice versa in accordance with the context of which that word is used;
- e. words importing a gender include other genders;
- f. a reference to a clause is a reference to a clause in this Agreement;
- g. a reference to any of the words 'include', 'includes' and 'including' is to be read as if followed by the words "without limitation";
- h. a reference to a statute or law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
- i. a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. Contract Formation

2.1 The Client and the Contractor agree to be bound by this Agreement.

2.2 The Schedule forms part of this Agreement and the Schedule shall be read with this Agreement.

- 2.3 The Parties agree that the Contractor is to carry out the Works and the Client is to pay the Contractor the Contract Price for the Works adjusted by any variations in accordance with this Agreement.

3. Discrepancies, Ambiguities, Errors and Order of Precedence

- 3.1 If either Party becomes aware of any discrepancy, error or ambiguity in or between the documents forming part of this Agreement, that Party must, as soon as reasonably practicable, notify the other Party in writing, of the discrepancy, error or ambiguity.
- 3.2 Upon receipt of the notification referred to in clause 3.1 above, the Parties agree to consult with each other in a genuine attempt to resolve the discrepancy, ambiguity or error.
- 3.3 If the Parties are unable to find a resolution to a discrepancy, error or ambiguity or if the Parties have not attempted to resolve the discrepancy, error or ambiguity within three (3) days of receipt of the notification referred to in clause 3.1, then the discrepancy, error or ambiguity is to be resolved in accordance with clause 14.2.
- 3.4 If there is any inconsistency between any of the documents that form part of this Agreement, then the following order of precedence is to be applied to resolve any inconsistency:
- a. Appendix 1 attached to the Schedule;
 - b. Appendix 2 attached to the Schedule;
 - c. the Schedule; and
 - d. these General Terms and Conditions.

4. The Works

- 4.1 The Works are more fully described and particularised in Item 5 of the Schedule and Appendix 1.
- 4.2 The Contractor must, unless it is entitled to an Extension of Time commence to carry out the Works or part of the Works at the times and on the dates specified in the Work Schedule at Appendix B to the Schedule.
- 4.3 If the Contractor is entitled to an Extension of Time, the Contractor must inform the Client as soon as practical after becoming aware of the delay in commencing, undertaking or completing the Works. Upon such notification, the Contractor shall be entitled to the requested Extension of Time.
- 4.4 Upon completing the Works or part of the Works as required by the Work Schedule, the Contractor shall provide the Client with written confirmation that the Works or part of the Works are complete.

5. Variations of Scope of Works

- 5.1 Subject to this clause 5:
- a. the Contractor must not vary the Works except as directed in writing by the Client or approved or permitted in writing by the Client; and
 - b. the Client must not decrease or omit any part of the Works.
- 5.2 Notwithstanding clause 5.1, the Parties agree that:
- a. On-Call Works are not a variation to the scope of Works and are therefore not subject to this clause 5; and
 - b. the Contractor may execute works that fall outside the scope of Works without the need for prior approval or direction from the Client provided that the value of the work that falls outside of the scope of Works is less than \$1,000.00.
- 5.3 The Parties agree that if the Contractor determines that further work, which exceeds the sum of \$1,000.00, falling outside of the scope of the Works is required, then:
- a. the Contractor must notify the Client in writing of the proposed variation by way of Variation Notice; and
 - b. the Contractor shall be entitled to proceed with the works subject to the Variation Notice, provided that the Client agrees to the Variation Notice, in writing in any form, including by email or text message.
- 5.4 If the Client does not agree to the Variation Notice or does not provide the Contract with acceptance of the Variation Notice in writing, then:
- a. the Contractor may elect to suspend the Works;
 - b. the Contractor may elect to terminate the Works; and
 - c. the Parties may elect to resolve the dispute in accordance with clause 14.2.
- 5.5 The Parties agree that the Contractor shall, regardless of whether or not the Client agrees to the Variation Notice, be nevertheless entitled to payment for any variation which is necessary because of circumstances that could not have been reasonable foreseen by the Contractor when this Agreement was formed, by way of example and without limitation, a Latent Condition or a defect in the existing amenities or installation or a requirement of any Government Authority.
- 5.6 The Client must make payment of any variation within the time specified on the invoice.
- 5.7 The Contractor shall be entitled to an Extension of Time for any works carried out pursuant to this clause 5.

6. On-Call Works

- 6.1 In the event the Client requires On-Call Works, the Client shall notify the Contractor of the On-Call Works in writing or verbally and shall provide a brief description of the On-Call Works that the Client requires the Contractor to attend to.
- 6.2 The Parties agree that the On-Call Works shall be charged out by the Contractor to the Client at an hourly rate of \$90.00, excluding GST. The Parties further agree that the Contractor shall charge the Client, in addition to the hourly rate of \$90.00 excluding GST, for any materials or parts that may be required to complete the On-Call Works and that the Contractor may proceed with the On-Call Works upon verbal instructions from the Client.
- 6.3 The Parties agree that the Contractor may require a deposit to be paid prior to the Contractor undertaking any On-Call Works. If the Contractor determines that a deposit for On-Call Works is required, the Contractor shall provide the Client with an invoice for the deposit for the On-Call Works. The Contractor shall not be obliged to carry out the On-Call Works until the deposit has been paid.
- 6.4 Upon completion of the On-Call Works, the Contractor shall provide the Client with an invoice. Payment of the invoice shall be due on the date specified on the invoice.

7. Contract Price and Payment

- 7.1 The Contract Price shall be the amount that is specified in Item 3 of the Schedule. The Contract Price is expressed as an annual sum.
- 7.2 Unless stated otherwise by the Contractor, the Contract Price includes parts, materials and consumables.
- 7.3 The Client agrees to pay the Contractor the Contract Price set out in Item 3 of the Schedule adjusted by any additions made under this Agreement.
- 7.4 Payment of the Contract Price shall be made in stages, upon completion of the Works or part of the Works as required by the Work Schedule. Upon completing the Works or part of the Works as required by the Schedule, the Contractor shall issue a Completion Notice to the Client together with an invoice. The Client shall make payment of the Contractor's invoice on the date that the Contractor issues the invoice.
- 7.5 The Client must make payment for any On-Call Works and/or any Variations within the time specified on the Contractor's invoice.
- 7.6 The Parties agree that time is of the essence with respect to the Client's payment obligations.
- 7.7 If the Client does not make payment of the Contract Price, On-Call Works and/or any variations within the time specified in the invoice issued by the Contractor, then:
 - a. the Client shall be in breach of this Agreement;

- b. the Contractor may elect to suspend the provision of the Works;
 - c. the Contractor may elect to terminate this Agreement;
 - d. the Contractor shall be entitled to interest on the outstanding amount at the rate of 10% per annum, payable from the day after the due date for payment until the date of payment; and
 - e. the Contractor shall be entitled to payment by the Client of any debt collections costs, including but not limited to, any legal costs on a full indemnity basis and disbursements associated with recovering, or the attempted recovery of any outstanding amounts.
- 7.8 The Client is not entitled to set-off against, or in reduction of any amount due to the Contractor under this Agreement, any claim that the Client may have against the Contractor.
- 7.9 If during the performance of this Agreement, the price of any parts, materials or consumables stated in Appendix 1 of the Schedule significantly increases, through no fault of the Contractor, the Contract Price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases in the costs of any parts, materials or consumables stated in Appendix 1 of the Schedule.
- 7.10 As used in clause 7.9, a significant price increase in the costs of material required for the performance of this Agreement shall mean any increase in price equal to or exceeding 5% experienced by the Contractor from the date of this Agreement. Such significant price increase shall be evidenced through quotes, invoices or receipts from the Contractor's suppliers.
- 7.11 Where there is a significant price increase, the Contractor shall, as soon as practicable after becoming aware of a significant price increase, provide written notice, together with the evidence of such significant price increase referred to in clause 7.10 to the Client. The written notice, must:
- a. specify the materials, parts or consumables required for the performance of this Agreement that have been subject to a significant price increase;
 - b. contain evidence, as set out in clause 7.10 of the significant price increase; and
 - c. set out the corresponding increase to the Contract Price.
- 7.12 Upon receipt of the written notice pursuant to clause 7.11, the Parties agree that the Contract Price shall be equitably adjusted to take into account the significant price increase.
- 7.13 Where the delivery or supply of any materials, parts or consumables are required for the performance of this Agreement are delayed, through no fault of the Contractor as a result, for example of the shortage or unavailability of any materials, parts or consumables required for the performance of this Agreement, the Contractor shall:
- a. not be liable for any additional costs or damages associated with such delay(s);

- b. be entitled to an Extension of Time; and
- c. be entitled to substitute those parts, materials or consumables that are not available with parts, materials or consumables that are available.

8. Term of the Agreement

- 8.1 The term of this Agreement shall be for the duration specified in Item 7 of the Schedule, with three optional renewals of the same duration.
- 8.2 Prior to the expiry of each term, this Agreement will renew automatically under the same terms and conditions unless either Party provides Notice to the other Party thirty (30) days in advance of the renewal date stating that the Party wishes to discuss modifications or not to renew.

9. Site Access

- 9.1 The Client must provide the Contractor clear, clean and uninterrupted access to the Site so that the Contractor may execute the Works in accordance with the Work Schedule.
- 9.2 If the Client fails to comply with this clause 9, the Client agrees to identify the Contractor for any loss, additional costs, expenses, Consequential Loss or penalties incurred by the Contractor as a result of the Client's delay or the delay of a third party to the Works.

10. Suspending the Works

- 10.1 The Contractor may, by Notice to the Client suspend the carrying out of the Works if:
 - a. the Client does not pay the invoices as required by clause 7;
 - b. the Client does not pay the deposit as required by clause 6.3;
 - c. the Client does not agree to a Variation Notice as provided for in clause 5;
 - d. the Client disputes a variation or On-Call Works pursuant to clauses 5 and 6;
 - e. the Client interferes with or obstructs the Contractor in carrying out the Works; or
 - f. otherwise provided for in this Agreement.
- 10.2 The Contractor must recommence the carrying out of the Works within a reasonable time after the Contractor gives the Client notice in writing that the reason for the suspension no longer exists.
- 10.3 The Client must, on demand, pay the Contractor, in addition to any other amounts the Contractor may have a right to claim, such as the Contractor's cost of suspending and recommencing the Works.
- 10.4 The Parties agree that the Contractor's right of suspension pursuant to this clause 10 does not prevent the Contractor from exercising any right to terminate this Agreement as provided for in clause 11.

- 10.5 The Parties further agree that the Contractor shall be granted an Extension of Time to complete the Works or part of the Works, equivalent to the days which are subject to suspension.

11. Termination

- 11.1 Either Party is entitled to terminate this Agreement, by Notice to the other Party if a Party commits a breach of this Agreement. The Parties commit a breach of this Agreement where, for example:
- a. the Contractor has any required licenses cancelled or suspended;
 - b. the Client does not make payment of the Contractor's invoice by the due date;
 - c. the Client interferes with or obstructs the Contractor in carrying out the Works; or
 - d. the Parties are in otherwise breach of this Agreement.
- 11.2 If either Party commits a breach of this Agreement, the Party that is not in breach may give the breaching Party a Notice requiring it to rectify the breach. The Notice to remedy breach must specify:
- a. the details of the breach; and
 - b. a time by which the breach is to be rectified (the time must be at least three (3) Business Days after the date of the Notice to remedy breach).
- 11.3 If the breach is not rectified within the time stipulated in the Notice to remedy breach, the Party that is not in breach may on Notice:
- a. suspend the carrying out the Services (if the party not in breach is the Contractor);
or
 - b. terminate this Agreement.
- 11.4 Either Party may terminate this Agreement forthwith, by Notice to the other Party if a party becomes subject to an Insolvency Event.
- 11.5 The Contractor may terminate this Agreement by written Notice and with immediate effect if the Works remain suspended for a period of at least 15 Business Days.
- 11.6 The Contractor shall be entitled to terminate this Agreement for convenience and without cause, by giving the Client written notice in writing. The Client shall have no right to make a claim for loss or damages, including a claim for Consequential Loss.
- 11.7 On this Agreement being terminated by the Contractor, the Contractor may without prejudice to any other rights or remedies that the Contractor may have under this Agreement or at law, recover from the Client as a debt due and owing, any loss or damages, including:

- a. the cost of all work carried out by the Contractor under this Agreement;
- b. the cost to the Contractor any parts, consumables or materials purchased by the Contractor for the Works;
- c. the cost to the Contractor of quitting the Site;
- d. interest on any unpaid monies pursuant to clause 7.7(d);
- e. legal costs associated with the recovery of unpaid monies pursuant to clause 7.7 (e); and
- f. all other costs and losses incurred by the Contractor as a consequence of this Agreement being ended.

12. Non-Solicitation

- 12.1 The Client shall not during the term of this Agreement or after the term of this Agreement and during the Restraint Period, either directly or indirectly, without written consent from the Contractor:
- i. employ, canvas, solicit, entice or engage any of Contractor's employees, servants, contractors, and/or agents ('Personnel'), whether directly or indirectly; and
 - ii. employ, engage or retain any of the Contractor's Personnel for any services that are of a competitive nature to Contractor's business.
- 12.2 The purposes of this clause 12, the Restraint Period means 12 months from the date this Agreement ends, nonetheless:
- i. if it is determined by a court of competent jurisdiction that 12 months is unreasonable, the restraint will last for a period of 9 months; or
 - ii. If it is determined by a court of competent jurisdiction that 9 months is unreasonable, the restraint will last for a period of 6 months; or
 - iii. If it is determined by a court of competent jurisdiction that 6 months is unreasonable, the restraint will last for a period of 3 months.
- 12.3 The Contractor agrees that the restraints contained in this clause 12 are reasonably necessary to protect the Contractor's business interests and the Client acknowledges that this clause 12 is fair and reasonable under the circumstances.

13. Limit of Liability

- 13.1 The of Contractor's limit of liability to the Client for any damage, loss or reliance shall be limited to the Contract Price.

- 13.2 The Client expressly understands and agrees that the Contractor shall not be liable to the Client for any Consequential Loss, direct, indirect, incidental, special consequential or exemplary damages which may be suffered by the Client, however caused and under any theory of liability; including, but not limited to: any loss of profit (incurred directly or indirectly), any loss of goodwill or business reputation, death or personal injury and any other tangible or intangible loss however so described.
- 13.3 The Contractor is not liable for any failure to perform any of the Contractor's obligations under this Agreement as a result of an event of Force Majeure. If a Force Majeure event occurs for more than thirty (30) days, the Contractor may, without liability, terminate this Agreement or any affected Works.

14. General Provisions

14.1 Insurance

The Parties must ensure that they effect adequate insurance cover and policies that they are required by law, to take out and maintain, during the execution of the Works under this Agreement.

14.2 Dispute Resolution

If a difference or dispute between the Parties arises, then a Party shall give the other Party a written Notice of the dispute which Notice must adequately identify and provide details of the dispute.

Within five (5) Business Days of a Notice of dispute being issued pursuant to this clause, the Parties shall confer to resolve the dispute. At the conference, the Parties shall be represented by the Authorised Representative or a senior officer of each Party, having authority to agree to the resolution of disputes.

If the Parties do not hold a conference within five (5) Business Days of a Notice of dispute being issued or if the Parties hold a conference and are unable to resolve the dispute, then either Party may commence legal proceedings for the resolution of the dispute.

14.3 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Queensland and the Commonwealth of Australia.

14.4 Severance

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

14.5 Assignment

The Client agrees that the Contractor may delegate, assign, novate and/or subcontract any obligations pursuant to this Agreement to any person without the Client's consent. The Client shall not assign its interests in this Contract.

14.6 Notices

Any notice to be given under this Agreement must be given in writing to the recipient at the physical address or the email specified in the Schedule. The giving of a notice by a Party under this Agreement is deemed to have occurred:

- a. if delivered by hand, at the time of delivery; or
- b. if sent by post, then within one (1) Business Day of the time it was delivered to the recipient's address, as evidenced by a tracking receipt;
- c. if sent by email, at the time shown on the sent email folder of the person sending the email (unless the sender receives an email notifying him that the email transmission was not successful)

14.7 Waiver

No act, omission or delay by a party will constitute a waiver of a right under this Agreement.

14.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede and override all previous communications, either oral or written, between the parties. No agreement or understanding varying or extending this Agreement shall be binding upon any party unless such variation is reduced to writing and signed by both Parties.

14.9 Relationship

Nothing contained or implied in this Agreement will create or constitute, or be deemed to create or constitute, an agency or partnership between the Parties or an employer/employee relationship. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other Parties to any obligation.

SCHEDULE

ITEM 1: CONTRACTOR:

Name	
Trading As	
ABN	
Address	
Phone	
Email	
License Numbers (If Applicable)	
Authorised Representative	

ITEM 2: CLIENT:

Name	
Trading As	
ABN	
Address	
Phone	
Email	
License Numbers (If Applicable)	
Authorised Representative	

ITEM 3: CONTRACT PRICE: _____ per annum.

ITEM 4: COMMENCEMENT DATE: _____

ITEM 5: **WORKS:** The scope of the Works subject to this Agreement, together with any drawings, plans and specifications are described and particularised in Appendix 1 hereto.

ITEM 6: **SITE:** _____

ITEM 7: **TERM OF AGREEMENT:** _____

SIGNATURES:

Executed as an Agreement on this _____ day of _____ 20__.

Executed by _____ in accordance)
with section 127 of the Corporations Act 2001)

Director

Director/Secretary

Name (please print)

Name (please print)

Executed by _____ in accordance)
with section 127 of the Corporations Act 2001)
)

Director

Director/Secretary

Name (please print)

Name (please print)

APPENDIX 1

Scope of Works

The Contractors' scope of Works are limited to the Works set out below:

Parts of Works	Works performed at
Part 1	<ul style="list-style-type: none">• Testing safety switch• Testing security lights• Scan on switch boards for hot spots• Labelling of switch board• Light and fan replacement• Power point replacement

The scope of Works above excludes all parts, materials or consumables except for the following:

APPENDIX 2

Work Schedule

The Contractor is to perform the Works at the time set out in the below table:

Frequency of Works	Dates
Part 1: Each school term quarter (four times a year)	Term 1 school holidays: ***** to ***** Term 2 school holidays: ***** to ***** Term 3 school holidays: ***** to ***** Term 4 school holidays: ***** to ***** The start and finish date of the above term holidays are subject to the dates provided by the Client to the Contractor for the relevant year.
Part 2: Bi-annually	Twice a year during two of the term holidays above.
Part 3: Annually	Once a year during one of the term holidays above.