

# TAX INVOICE / STATEMENT

ABN: 76 606 703 440

MAINTENANCE SYDNEY CITY PTY LTD
ACCREDITED SERVICE PROVIDER
ASP LEVEL 2 CAT 1,2,3,4 ASP#5226
ELECTRICAL LIC 285316C
PRODUCTS AND PUBLIC LIABILTY
INSURANCE PROTECSURE POLICY

CERT CC1088347L-1L Invoice # 28423

Job Contact

AliceCoker

Phone:

Address:

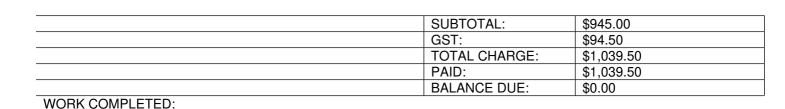
Alice Coker

306/200 William St

Woolloomooloo NSW 2011

WORK CARRIED OUT AT: 306/200 William St, Woolloomooloo NSW 2011

DATE:3rd February 2024 CUST ORDER NO:		JOB NO	JOB NO: 28423	
	DESCRIPTION		PRICE	
1	Emergency call out fee		\$295.00	
1	Supply and installation 63amp main switch. Tested, all working okay.		\$650.00	



This payment claim is made under the Building and Construction Industry security of payment ACT 2009 as amended.

REMITTANCE INVOICE #28423

Payment Options: Mastercard / Visa / AMEX / Cheque / Cash / EFT BSB 062169 AN 10444228

Our terms are strictly COD unless stated otherwise

Please turn over for T&C

Maintenance Sudney City Pty Ltd





Customer Name: Coker, Alice

Please email remittance to above details . Please quote invoice number for direct online transfer

#### **TERMS AND CONDITIONS - ABN 76 606 703 440**

These are the Contractor ("we" or "our") standard Terms and Conditions which will apply to every contract when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply product/s. The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

#### ENGAGEMENT

- 1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
- 2. The Contractor holds all necessary licenses and permits required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor.
- 3. Where any manuals are required in order for the Customer to enjoy or use the services, the Contractor will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.
- 4. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service.
- 5. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
- 6. If the Customer requires a variation to the service, the Contractor will provide a quotation for performing the service as varied which additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation.
- 7. The Contractor may use sub-contractors to provide any of the service. In such circumstances, the Contractor will ensure that:
- (a) the sub-contractors so engaged are suitably qualified, hold all necessary licenses and are otherwise able to perform the service in a proper and workman-like manner;
- (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of these terms;
- (c) the sub-contractors so engaged have current or necessary insurances.
- 8. The Contractor is solely responsible for all fees payable to sub-contractors.
- 9. The payment terms and general conditions and warranty information written on both sides of this document apply whether you request, instruct or permit us to complete the work verbally or in writing.

#### ACCEPTANCE OF THESE TERMS

- 10. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services, deposit or providing any materials will be deemed as acceptance to these Terms and Conditions.
- 11. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.
- 12. In the event there is more than on party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.
- 13. Should the Customer cancel the engagement of the Contractor after it has been accepted, the Customer agrees they may be held liable for any costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation, including material cost or a deposit paid.

#### **QUOTES, INVOICES AND PAYMENT**

- 14. A quote provided by the Contractor will remain valid for Seven Days days. On expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior to the Contractor undertaking the service.
- 15. The Customer will pay the Contractor's fee on completion of the service. The price includes GST and is the full amount which the Customer will pay for the service.
- 16. The Contractor will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price at the discretion of the Contractor.
- 17. Payment of the Contractor's tax invoices hould be made in the following manner: Credit cards (Mastercard, Visa, Amex, EFTPOS, electronic transfer to the Contractor's bank account (remittance advise must be presented in writing to the contractor and given a copy or a valid receipt number stated on invoice) or Cash.
- 18. Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Contractor will add interest to the total outstanding amount at the rate of 15% interest per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.
- 19. In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including solicitor fees or through a debtrecovery institution.
- 20. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.
- 21. During the works any alterations, differences or additional work carried out, will be at extra cost and the extra cost will be notified to you verbally or in writing in order that both parties are aware and alert of these changes and the cost involved.

### OCCUPATIONAL HEALTH AND SAFETY/WORKPLACE HEALTH AND SAFETY

- 22.The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorised to occupy those premises and obtain the service.
- 23. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.
- 24. The Customer will ensure that the Contractor will have unencumbered and unobstructed access to the area/s of the premises requiring the service. The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.
- 25. The Contractor will at all times have current Workers Compensation insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

## 26.LIMITATION ON WARRANTY

- 27. The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).
- 28. Products supplied by The Contractor are warranted for 12 months under the manufactures warranty plus an additional 90 days covered by The Contractor at no cost.
- 29. All statutory warranties that can be lawfully excluded are hereby expressly excluded.
- 30. To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.
- 31. Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the Competition and Consumer Act 2010 (Cth) to, at the discretion of the Contractor:
- (a) the supplying of the service again; or
- (b) the payment of the cost/s of having the service supplied again.

#### JURISDICTION

32. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of NEW SOUTH WALES and each Party covenants that it submits to the jurisdiction of the Courts of NEW SOUTH WALES for the resolution of any dispute under the Agreement.

#### **FAULT FINDING:**

- 33. Additional cost will apply in a case of a fault occurring after installation of upgrading a switchboard from ceramic fuses or even installation of a Safety Switch/Residual Current Device (RCD), fault may appear for e.g. mix circuits or earth leakage, this is where the additional cost apply due to it not being in conjunction with the upgrade of the switchboard.
- $34. \ Furthermore, when called out to fault find in an old property with old wires, other faults may be present and it will result in additional cost to repair the fault.$
- 35. If additional fault investigation is required additional cost will apply in a situation of where when a fault is continued after the payment of first visit.

#### FORCE MAJEURE

36. Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.