



STANDARD TERMS AND CONDITIONS

The following Terms and Conditions apply to all services provided by Luke Speed Contracting Pty Ltd ("LSC") upon engagement, whether verbally, in writing, or by conduct, including where no written quotation is issued.

GENERAL CONDITIONS

Upon engagement of LSC, the client acknowledges that where the scope of works is non-specific and/or a quotation has not been requested, LSC is authorised to charge for all reasonable investigation, diagnostic, rectification, repair and/or replacement costs incurred in providing the services.

Where a quotation or work order has been provided, LSC agrees to perform the services and supply the items or works identified therein in exchange for the amount specified. Where no amount is specified, the client is deemed to have accepted responsibility for all reasonable costs incurred in completing the works.

LSC will carry out the works in accordance with all applicable legislative requirements, including relevant Australian Standards, and will maintain all licences and registrations required by law for the duration of the works.

TRADING HOURS

Unless otherwise stated, works are carried out during normal business hours: **7:30am to 4:00pm, Monday to Friday**, excluding public holidays.

Works outside these hours are chargeable at overtime rates unless expressly included in the agreed scope.

SCOPE EXCLUSIONS

Unless expressly included in writing, the following are excluded from the services and contract price:

- Site or workplace inductions
- Fees, approvals, inspections or charges imposed by Third-Party Authorities, including Power and Water Corporation
- Access facilitation, key collection, security passes, escorts or waiting time for entry
- Builder or head-contractor administration fees
- Making good beyond electrical or mechanical works

Any excluded item may be quoted separately if requested.

DIAGNOSIS & LATENT FAULTS

Fault diagnosis is based on observable symptoms and reasonable testing available at the time of attendance.

Where diagnosis identifies a faulty component and manufacturer-recommended replacement parts are installed, the client acknowledges that additional faults may only become apparent following replacement, commissioning or load testing.

Such additional faults may not have been reasonably detectable prior to repair and are excluded from the original scope. Rectification of any newly identified fault will be treated as a variation and charged accordingly.

Nothing in this clause limits LSC's obligation to perform services with due care and skill.

VARIATIONS

Any change to the scope of the works, site conditions, access arrangements or materials required shall constitute a variation.

LSC reserves the right to claim a cost variation and, where applicable, an extension of time to complete the works.

Where immediate action is reasonably required to ensure safety, prevent damage or comply with legal obligations, LSC may proceed with variation works without prior approval and will notify the client as soon as reasonably practicable.

TRADING TERMS

LSC will issue invoices for works performed. Unless otherwise agreed in writing, invoices are payable **within 14 days** of the invoice date.

LSC may issue reasonable progress claims for ongoing works.

If an invoice remains unpaid, LSC may, after providing notice, suspend works where reasonably necessary to protect its legitimate interests.

The client agrees to pay **reasonable costs actually incurred** by LSC in recovering overdue amounts, including debt collection or legal costs where permitted by law.

CANCELLATION & RESTOCKING

Where the client cancels works after materials have been ordered or labour scheduled, the client agrees to reimburse LSC for **reasonable, evidenced costs actually incurred**, including:

- Supplier restocking or return fees
- Non-refundable deposits
- Freight and handling charges
- Reasonable labour booking costs

Any restocking charge will not exceed the amount charged to LSC by the supplier and does **not** constitute a penalty.

GST

Unless expressly stated otherwise, all fees and charges are exclusive of GST. GST will be added where applicable.

SITE ACCESS

By proceeding with the works, the client acknowledges that LSC requires **safe, free and uninterrupted access** to the site.

Should LSC be required to leave or return to site due to access restrictions, unavailable keys, locked areas or absent representatives, additional costs may apply.

DELIVERY & COMPLETION

LSC will use reasonable endeavours to complete the works by any estimated completion date. The client acknowledges that all delivery dates or timeframes provided are **estimates only**.

LSC accepts no liability for delays caused by factors outside its reasonable control.

Risk in materials passes to the client upon delivery to the site. Title to materials passes upon receipt of full payment.

FORCE MAJEURE

LSC is not liable for failure or delay in completing works caused by events beyond its reasonable control, including:

- Transportation delays
- Resource shortages
- Accidents or industrial disturbance
- Acts of violence or government
- Defaults by third parties
- Natural disasters, including floods, cyclones or pandemics

EXTENSION OF TIME

LSC reserves the right to claim an extension of time and associated costs where works are delayed by factors beyond its control, including inclement weather events.

WARRANTY & CONSUMER LAW

All equipment supplied by LSC is subject to the manufacturer's warranty.

LSC is not liable for equipment failure or defects caused by external factors, misuse, lack of maintenance, normal wear and tear, or third-party interference. LSC does not accept liability for the condition, performance, or failure of pre-existing equipment, components, or systems that were not supplied by LSC, including where such equipment is integrated with new works.

Labour, materials, and attendance associated with faults arising from pre-existing equipment or the above factors may be charged to the client.

Nothing in these Terms excludes, restricts, or limits any non-excludable rights or remedies available under the Australian Consumer Law.

DAMAGES

To the extent permitted by law, LSC is not liable for indirect or consequential loss, including loss of profit, business or opportunity.

SUSPENSION OR TERMINATION

Either party may terminate the agreement for the services if the other party commits a material breach and does not remedy that breach within five (5) business days after receiving written notice requiring it to be remedied.

LSC may suspend or terminate works immediately where continuation would pose a safety risk, involve unlawful instructions, or where ongoing access or payment obligations are not met.

Upon termination, all outstanding amounts for works performed and costs incurred become immediately due and payable.