

Extreme Fire Solutions

WORKS | Terms & Conditions

Version 2.3 November 2023

1. STANDARD TERMS

IProtect Group Pty Ltd t/as Extreme Fire Solutions ("Extreme Fire") will complete the work described in the Quotation to which these Standard Terms are attached (the Works) in a competent and tradesman like manner to the reasonable satisfaction of the Customer in accordance with the Standard Terms and/or any relevant plans and specifications supplied in relation to the Works within the time limits (if any) specified or otherwise in a timely expeditious manner after commencement, the Scope of Works as defined in the quotation to which these standard Terms are attached, Extreme Fire will complete the Works in stages by the dates respectively stated for each stage in the Quotation to which these Standard Terms are attached.

All work will comply at least with the standards prescribed or enforced by any government or statutory body which regulates or supervises the activities of builders and tradesmen or any of them in the State or Territory of Australia in which the Works are being carried out (the State).

Should time for completion of the Works be expressed as being of the essence in this contract the Customer shall allow fair and reasonable extensions in respect of any delay not caused or contributed to by act or default of Extreme Fire.

2. PAYMENTS

Progress or final payment shall be made in cash or by company/bank cheque or failing which immediately upon receipt of the duly completed job invoice signed by Extreme Fire setting out the labour rates, hours worked, materials supplied, travel, service, or other charges, or (where appropriate) a lump sum cost for the Works.

The actual cost to Extreme Fire of any action to recover amounts owing to it from time to time by the Customer shall be paid by the Customer to Extreme Fire. Such costs shall be added to and form part of any amounts recoverable by Extreme Fire.

Extreme Fire has the right to stop work if any progress claims are not paid by the due dates on invoices and will not proceed with any works until a payment has been paid and the funds are cleared in our account.

The due date for payment on or before the 14 days from the date of the invoice. If payments defaults accrue, we will register the default with credit watch once legal proceedings start.

3. INTEREST

Extreme Fire always reserves the right to charge the Customer interest on all amounts owing to Extreme Fire pursuant to this Agreement at the rate of 15% per month calculated from the date upon which such sum is due and compounding each month and payable up to the actual date of payment.

Such interest shall form part of the amount recoverable from the Customer by Extreme Fire and the Customer acknowledges by the entry into this Agreement that it is reasonable for Extreme Fire to charge interest pursuant to this clause.

4. VARIATIONS

This Agreement shall only be varied in writing signed by all the parties hereto and the price of any agreed variation shall be added to or deducted from the contract price as is appropriate.

5. CERTIFICATES

If after commencement of the Works Extreme Fire deems that an Engineers and /or Surveyors Certificate and/or report is required before they can be affected. The Customer hereby authorises Extreme Fire to procure any such certification and/or report at its (the Customers) expense provided the cost hereof does not exceed \$500.00. Where the expense or likely expense exceeds such sum Extreme Fire shall first obtain the Customers consent.

6. HOURS OF WORK

Unless otherwise agreed, no part of the Works shall be executed outside Extreme Fire normal working business hours.

7. REGULATIONS

Extreme Fire will comply with all applicable provisions and requirements relevant to the Works and shall be responsible for the administration of its own business and personal arrangements and those of its employees in relation to the Income tax Assessment Act and all legislation and regulations applicable in the State in relation to payroll tax, annual holidays or annual leave, long service payments or superannuation or any other relevant statutory requirements.

8. INSURANCE

Extreme Fire shall insure and keep insured all persons (including itself) employed or engaged by it in or about the Works against liability at common law or under any legislation in relation to Workcover applicable in the State or under a personal accident insurance policy.

If requested, Extreme Fire will provide the Customer with evidence that all such insurances have been affected and are current. Whilst the Works are being undertaken the Customer agrees to effect, maintain (and extend if applicable) all current Occupiers, Householders, House owners and Special Risks policies of insurance in respect of all contents, improvements and particular property found upon the site.

Nothing herein shall relieve Extreme Fire from maintaining full reinstatement policies of insurance in respect of the Works against all risks and liabilities usually associated with works of the nature described herein (including Public Risk and, where it employs labour, statutory Workcover insurance).

9. DEFAULT

If Extreme Fire shall:

- become bankrupt or go into liquidation, or
 - subject to payment conditions not being met, wholly suspend the works before completion, or
 - fail to proceed with the Works with reasonable diligence or in a competent and tradesman like manner, or
 - fail to comply with a proper notice fully and punctually from the Customer requiring it to remove and replace defective work or materials, or
 - commit any breach hereof,
- THEN in any such case the Customer may, by notice in writing, terminate this Contract. Such termination shall not prejudice the rights of the parties for antecedent breach.

10. GUARANTEE

Extreme Fire guarantee covers workmanship only, manufacturers guarantee cover the materials supplied.

The Customer is not entitled to any other remedy including, without limitation, damages for consequential or indirect loss however it may arise. Extreme Fire shall be liable to the Customer only in respect of re-performing of the faulty/defective services.

11. ASSIGNMENT OF THE AGREEMENT

The Agreement cannot be assigned by either party without the consent of the other save that Extreme Fire may sub-let to other trades and contractors any part of the Works.

12. UNINTERRUPTED ACCESS

The Customer hereby agrees to give Extreme Fire, its servants, subcontractors, or agents full and uninterrupted access to the site upon which the Works are being affected and further the Customer agrees to restrain and confine all domestic pets.

13. INSPECTIONS

For the purposes of ongoing safety, the Customer and its authorised representatives shall have rights of access to and inspections of the Works upon reasonable notice and by Agreement with Extreme Fire.

The Customer shall comply with all reasonable safety directions of Extreme Fire authorised representatives on site.

14. DEFECTS

Subject to Clause 10, Extreme Fire agrees to rectify any faults that appear in the Works provided that Extreme Fire is notified in writing within the defect liability period of 52 weeks from practical completion and that such defects are caused by material and/or workmanship not in accordance with the Agreement.

Minor settlement cracks and shrinkages common in works of the type undertaken are excluded.

15. NOMINATION OF MATERIALS

15.1 Where the Customer is entitled to nominate materials and/or fittings to be used in the Works it shall so nominate in writing within seven (7) day of Extreme Fire request.

15.2 If for any reason any materials and/or fittings as specified herein to be included in the Works are not available then Extreme Fire shall advise the Customer of such and the Customer agrees to select, by written notice, an alternative PROVIDED THAT if the Customer within seven (7) days of Extreme Fire

request does not nominate an alternative then Extreme Fire shall be entitled to nominate an alternative at its discretion that as near as possible corresponds with the materials and/or fittings that are not available.

15.3. All materials and/or fittings the subject matter of the Agreement that are not fixed to the Works are the absolute property of Extreme Fire.

16. PRACTICAL COMPLETION

The Works shall be practically completed when Extreme Fire completes the Agreement in accordance with these Standard Terms except for minor omissions and/or defects BUT EXCLUDING any work or supply and installations being provided by any competent authority and/or utility or any part of the Works agreed to be carried out or arranged by the Customer.

17. NOTICES

All notices hereunder shall be deemed given if personally delivered or sent by facsimile or pre-paid ordinary post to the addresses set forth in the Quotation to which these Standard Terms are attached AND where post is used shall be deemed received two (2) clear days after such posting and in the case of a facsimile receipt shall be deemed upon the senders machine producing a report confirming transmission to the recipients machine.

18. ARBITRATION

Any dispute that may arise hereunder or in any way in connection with the Works and whether before or after the completion thereof or termination hereof shall be submitted at the instance or either party for arbitration by the president or chairman or a person holding an equivalent office of the trade association of builders existing from time to time in the State or their nominee.

19. CUSTOMER WARRANTY

The Customer warrants that he is the owner of the premises upon which the Works are to be carried out or otherwise authorised and empowered to require that the same be performed.

20. DEFINITIONS

To the extent of any inconsistency between the provisions in the Quotation to which these Standard Terms are attached and the terms on this page, the provisions in the Quotation to which these Standard Terms are attached shall prevail.

Unless the context or subject matter shall otherwise require, the Customer and Extreme Fire shall include their respective successors and assignees, the singular shall include the plural and vice versa, and a gender shall include every other gender.

21. FORCE MAJEURE (ACTS OF GOD)

Extreme Fire accepts no responsibility or liability for any damages or losses arising from Force Majeure (acts of god).

22. DAMAGE

Extreme Fire accept no responsibility or liability for any losses of any kind whatsoever including but not limited to electrical fusion, damage to any plant, building or installation and consequential damages or losses of any kind including liquidated damages resulting from the work carried out by Extreme Fire.

23. OTHER TRADES

Work by other trades such as patching, painting and making good are not included in the Works.

24. NSW DEPARTMENT OF PUBLIC WORKS & SERVICES

The content of these Standard Terms and conditions shall be read with the provisions of the Building and Construction Industry Security of Payment Act 1999 (the Act) and in the event of inconsistency between the two, the Standard Terms shall prevail unless precluded by the Act.

25. PREVAILING CONDITIONS

Where the provision of these Standard Term conflict with any other terms and conditions of the Agreement between Extreme Fire and the Customer, the Standard Terms shall apply to the extent that any other terms or conditions in conflict with the Standard Terms herein shall be regarded as being deleted from the agreement.