



MATTHEWS AUDIO

ABN 80 009 553 821

Since 1991

ELECTRICAL & ELECTRONIC
Design - Installation - Service

Contractor Lic No. 32064C

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INFORMATION PAPER

INSTALLATION QUOTES — BREAK OF CONTRACT

“Break of Contract” specifically refers to a situation where a *customer has already accepted a quote and provided a formal written order to proceed however later wishes to break the contract* and either cancel the order or substantially alter the order such that PA Matthews Audio may incur expenses that may become unrecoverable.

These situations are extremely rare. It is true that PA Matthews Audio has accepted break of contract in the past however an application to break contract is generally only accepted in exceptional circumstances such as our inability to complete the job in an agreed timeframe, or if the customer changes their mind and wishes to install a system which is “completely different” to that specified in the original quote, or if the customer’s financial situation changes and they can no longer afford to complete the work.

Break of contract generally involves charge of a contract break fee. This fee depends on how far the job has proceeded once approved and can range from design fee only, to significantly more where work has already been scheduled or carried out on ordering materials and commencing detailed designs and builds for the job concerned.

What to do if you want to break contract

A customer wishing to break contract must apply to do so in writing. The application must detail as accurately as possible the reasons why the customer wishes to break the contract. *The job will proceed normally until the formal application is received.* Once the application is received the job will be placed “on hold” until a decision is made and a reply is sent.

If the break of contract is to “stop” the job altogether (i.e. the customer no longer wishes to proceed with the job at all, or can no longer afford to pay for it) then these reasons should be clearly stated.

If the break of contract is to change contractors (i.e. get someone else to do the job instead) then the application must include full details of the proposed new contract including;

- The name and contact details of the other contractor
- The proposed new contract cost
- Full details of the quote for the alternative contract (i.e. this must contain at least as much information about the job that our original quote and design included, i.e. equipment to be used, plans showing proposed locations, prices etc etc)

The application should also include as much detail as possible as to why the customer wishes to change contractors.

Upon receipt of the application PA Matthews Audio reserve the right to contact the other contractor to confirm details to determine if the proposed alternative design impedes copyright of our original design.

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What we do next

When we receive your application we will consider the contents and send you an estimate of fees (if any) associated with breaking the contract. This will normally happen within 14 days of receiving the application.

If you accept the terms then you need to send us another order to cover the fees as stated. We will receive this order as an acceptance of terms on your behalf.

We will then send you an invoice for the fees, payable within 14 days. Once the fees are paid the contract is broken. Further more, the design work done for you as part of the original quote now belongs to you and you can use these as a basis to get other contractors to complete the works without any further risk of design copyright infringement.

If you issue an order to another contractor before our contract is broken

If you authorise another contractor to do the work for which you have already agreed to have PA Matthews Audio complete before the contract is broken, then you will be liable to pay the full amount on your original order whether the work is completed or not.

This may result in the customer being billed twice for the same job and becoming legally liable to pay two contractors for one job—so be very careful!

In the event that a customer ends up contracting two contractors to do the same job, they are ultimately responsible for refusing access to the site to one of the contractors so as to let the other one complete the works. The customer may still have claim to materials obtained by PA Matthews Audio in order to complete the work which can be either delivered to the site and not installed or (at the request of the customer) delivered to the alternative contractor.

In all above cases however the customer will still be liable to pay the full contracted amount as agreed on their order, under the original payment terms. In the event that the work is not completed due to refusal to access the site, the completion date will be taken as the date on which access was refused. Payment will normally fall due within 14 days of issue of invoice.

Failure to pay the invoice in the prescribed terms may result in court action in the NSW Local Court to recover the cost of the contract.

End of Information Document.