

PA MATTHEWS AUDIO

TRADING TERMS AND CONDITIONS

25th July 2015

Quotations and Copyright:

PA Matthews Audio quotations are "FREE" subject your site being within our Local or Regional coverage area. Designs and quotation documents are Copyright to PA Matthews Audio and may not be altered or reproduced. ***If you wish to use one of our quotations as basis for getting competing quotes then you must PAY us for the design work FIRST.***

An amount payable for designs is listed on quotations where applicable. After the design work is paid for and "released" then you can use them (or parts of them) to obtain other quotes or have other contractors carry out the work. If after the quote process is complete you choose PA Matthews Audio to do the work then *the amount you paid for the design is then deducted off the final invoice for the work and shown as a discount.*

If PA Matthews Audio find that work has been carried out by either a customer or other contractors to a PA Matthews Audio design which has not been paid for, the customer shall then be liable for payment for the design and an invoice issued. Failure to pay for design work supplied as part of a PA Matthews Audio quotation may result in legal action subject to these terms and conditions.

The best way to consider a PA Matthews Audio quote is as a "*deferred payment design*". The cost of the design is included in the quote amount. If you use the design to carry out work or have another contractor do the work then you *have used our design* and are *liable to pay* for the privilege. If you decide not to go ahead with the job at all then the design is held in our files for possible later use or re issue. If you go ahead with work using a different contractor but to a different design then our design is "written off".

Orders & Payments:

For schools and Government Entities (end users):

We provide a complimentary 14 day account upon receipt of a formal written order from your school via fax or email for acceptance of the quote which must clearly indicate billing address, options chosen and the final agreed price. After the work is complete we forward you a 14 day statement for the agreed amount plus any agreed extras. Payments are normally by cheque or bank transfer. (Please note that for bank transfer you must still fax or send us a copy of the payment receipt showing date of payment and reference number in order to pay the account). Deposits or progress payments are generally not required for works of value less than \$25,000 + GST.

If you intend to have another agent or legal entity (such as a sub contractor, private company or Govt. department) pay for your system, you ***MUST forward us a formal letter*** outlining this arrangement before we will accept the order from your agent. This formal letter **MUST** include on the letter, the total price payable and clearly state how this will be paid and by whom.

In the event that your agent *for any reason* (such as your agent entering receivership or being wound up) is unable or refuses to pay the amount within the agreed time, PA Matthews Audio reserve the absolute right to pursue the original benefactor (in this case the school or whoever issued the formal letter outlining the payment arrangement) for payment of the full amount plus any costs associated with recovery of the overdue debt.

For Churches, Associations, Individuals or Companies (end users):

We generally require payment of a deposit for works over \$5000 + GST especially if the job has a large materials component associated with it. Whilst we can progress orders and prepare for your job with receipt of a written order, the work will not actually commence until the deposit has been received. We then issue you with a 14 day statement account upon completion of the work with the deposit shown on the account as payment already made and the balance being due 14 days after issue of the statement. Payment is by cash, cheque or combination of both. Personal cheques will not be accepted for amounts exceeding \$100.

For additional special conditions relating to Equipment Hire please refer to these sections respectively from our main web page.

For Builders, Construction Companies and / or their Subcontractors:

Clients in this category must first issue an official order before any progression of works. For projects of value less than \$2000 + GST an invoice will immediately be issued and must be paid IN FULL before any site visit can be booked. For projects with a value exceeding \$2000 + GST please refer to separate section "Working for Builders" below.

Works Schedule:

Your job only enters our works schedule upon receipt of a WRITTEN order clearly stating the options you wish to proceed with. If you call us and say you wish to go ahead with a job but then take two weeks to supply the written order, then chances are that other clients will "get in before you". This will delay the start date of your job - sometimes by several months if multiple large orders are received from other customers during the time we are waiting for your order. Moral is - get that written order in FAST once you have decided to go ahead!

Insurance:

PA Matthews Audio holds all relevant trade insurances including Public Liability, Products Liability, Customers Goods in Custody and Workers Compensation. Copy of certificates of currency may be made available if required for jobs with value in excess of \$10,000 + GST.

Public Liability will only be covered to a total amount of \$10 million.

For contracts worth less than \$10,000 + GST we can;

- Provide a copy of our certificate of currency for an additional fee of \$44 inc GST or;
- Provide a hard copy for you to sight prior to work commencing if arrangements are made beforehand (you may not keep the copy) or;
- Provide insurance company detail and current policy number if requested.

Safe Work Method Statement (SWMS):

Where a job involves unusual risks and for a small additional fee, PA MATTHEWS AUDIO may furnish for the client a work method statement if requested. This will outline methods which will be used in carrying out work, identification of risks and outlining risk reduction measures to be taken. Generally this is applicable only for larger or unusual electrical jobs in excess of \$20,000 + GST, particularly where there is work associated with heights being carried out. A SWMS normally consists of a **single page** document to which all workers must "sign off" prior to commencement of work on that particular job.

No other supporting paperwork apart from Insurance certificates or Safe Work Method Statement (as above) shall be made available. ***If additional paperwork to that above is required by any department or client, unfortunately PA MATTHEWS AUDIO will be unable to quote on your project.*** If you have any further queries please contact the office directly.

PA Matthews Audio does not;

- Operate using RCTI (Recipient Generated Tax Invoice).
- Provide personal details of workers (for example any information regarding superannuation).

Working for Builders:

PA MATTHEWS AUDIO **will not enter into any contract with a builder or subcontractor.** Nor will we accept payments from a builder or third party on behalf of a client without prior agreed written approval of all parties concerned BEFORE THE QUOTATION IS OFFERED.

The best way to get PA Matthews Audio to install a new PA in your new building or school is to have us do a design and specification for the job. This normally costs \$330 + GST. The resulting design is then released to your project to obtain competing quotes if you wish. The design specifies what equipment should be used and where it should be placed and specifies what wiring and conduit needs to be installed as part of the electrical contract. Your builder / electrical subcontractor then quotes and completes the specified preliminary wiring and mechanical work in the normal way.

Once the building site is handed over to your school then you can obtain a direct quotation from PA Matthews Audio (or any other contractor) to supply the equipment and complete / commission the work.

PA MATTHEWS AUDIO will only enter into a commercial agreement (to supply) directly with the client (end user) who will eventually use the system and ultimately pay for it.

This rule is implemented for warranty purposes to ensure we can offer you (the client) total warranty service and equipment guarantees after the builder has signed off on your project. (In the legal eyes of our equipment suppliers, the owner of the new equipment supplied is the builder and not you, the client!) It also protects us from the possibility of your builder or a subcontractor failing to make payment, withholding part or all of the payment or going bankrupt.

Site Inductions

PA Matthews Audio has implemented its own OH&S procedure and documentation for all of our workers.

Our own site induction includes detailed instruction and training on aspects of operating on NSW DEC Primary and High school premises both when a school is empty and when it is operating with students present. Regular refresher OH&S inductions are carried out every three months. A summary follows;

School Empty (e.g. holiday breaks)

Our safety system for an empty school is based on appointment of a single site supervisor who then is responsible for all aspects of PA Matthews Audio work carried out on the site including accident and injury. The entire site becomes a PA Matthews Audio work zone for this process. Any other users wishing to remain on the property for any reason must be prior approved by the school and prior arrangements made with our site supervisor.

School Working (i.e. staff and students present)

When PA Matthews Audio is carrying out any work at a DEC site during school hours, the school Principal has absolute authority over all situations including accident and injury.

Where required (particularly when working at heights or with open manholes or trenches), a separate work zone will be cordoned off by PA Matthews Audio. In addition;

- No vehicle may be moved at all if students are present (Recess / Lunch / After school)
- A vehicle being moved outside these times must be spotted (i.e. an employee must walk in front of the vehicle at all times and the vehicle must not move any faster than walking pace).
- In general PA Matthews Audio employees will not enter a class room with a lesson in progress. Work within rooms is generally completed during Recess / Lunch breaks and after school. Key access may be required to meet this.
- Any open pit or manhole shall be constantly supervised. If children are present, suitable barriers shall be provided prior to opening of any manhole or pit.

Additional instruction may be requested from school staff when PA Matthews Audio first commences working on any school site. This may include;

- Location of toilets suitable for worker use
- Location of lunch facilities
- Areas, doors and gates which should be kept locked at all times
- Suitable secure location for storage of tools and materials

Any additional site induction process imposed upon PA Matthews Audio workers without prior arrangement or knowledge and which imposes un-necessary or excessive delays to the commencement of work may result in additional charges for extra time not included in the original quotation.

Guaranteed Site Access;

If for any reason whatsoever PA Matthews Audio is refused access to a work site to carry out work for which we were contracted to carry out at a pre arranged time or prior to a pre arranged deadline, PA Matthews Audio shall immediately leave the site and an invoice for the entire contract price may immediately be issued and become payable in full in advance.

No further site visit bookings shall be made or equipment or materials supplied until the invoice is paid in full. Should any further access problems recur then the client shall become liable for an additional four (4) hours labour time charges (for all employees who attended the site) for each refusal to access the site.

Vehicle Access to Site:

The client shall be required to make readily available a suitable off street parking space for one (1) utility vehicle for all work carried out by PA Matthews Audio. **Work Shall NOT proceed from a truck or vehicle parked on a public street. NO EXCEPTIONS!**

Our insurers will not cover us or our client for any damage or liability arising from working from a vehicle parked in a public street.

Working with Children Check (WWCC):

Generally all PA Matthews Audio employees have completed a NSW WWCC (Working with Children Check). If required, WWCC numbers of our workers should be requested prior to commencement of any job by email so as to ensure minimum disruption.

Warranty:

ALL PA MATTHEWS AUDIO new installations include a full 12 month on site warranty on all parts, materials, equipment and labour, *from the date of invoice*. Where an old existing cabling system is used as the basis of a new PA MATTHEWS AUDIO installation the existing (tested and refurbished) portion of the system is also included in this warranty. Further conditions specific to each job are printed on all quotations separately.

ALL PA MATTHEWS AUDIO Repairs to existing installations and equipment carry a full onsite 1 MONTH warranty on parts and labour applicable only to the works carried out and materials supplied to effect the repair.

Repairs:

PA Matthews Audio reserve the right to replace any item submitted for repair with another item of similar age, make and manufacture if it is deemed that the original item submitted for repair cannot be repaired in a reasonable time frame or the repair is uneconomical.

In conducting any repair, PA Matthews Audio reserve the right to use suitable parts or materials of similar age which may not be brand new. In the case of used or second hand parts being used for repairs, the customer shall be notified and all applicable warranties shall remain effective.

PA Matthews Audio shall not be held responsible for any loss of data, settings, music, recordings or other software associated with any item submitted for repair, nor be held responsible for any losses to the client arising from loss of said items. The client should ensure that any such items have been fully backed up prior to submission of any item for repairs.

The Australian PPSA (Personal Property Security register):

Any item given to or coming into the possession of PA Matthews Audio by or on behalf of any client, immediately becomes the property of PA Matthews Audio until such time as the item is returned to the client and any invoice(s) paid in full, or until such time as the client registers the item with the Australian PPSA as being owned by the client and in possession of PA Matthews Audio.

Where equipment and materials are supplied by PA Matthews Audio to any Government owned school, the items become property of the school once delivered to the site. No registration with PPSA is required.

Where equipment and materials are supplied to any other client (including any company, non profit group or private school), PA Matthews Audio reserve the right to register the equipment or materials on the PPSA register as being owned by PA Matthews Audio until such items are paid for in full by the client. END OF DOCUMENT.