

Terms and Conditions

1. For the purposes of these terms and conditions

- 1.1. 'STTS & AIT' refers to **Sydney Test and Tagging Services and Allied IT – A division of Premier Office Relocations (NSW) Pty Ltd ABN 59 113 487 942**
- 1.2. 'you' refers to the customer.
- 1.3. 'GST' refers to the Goods and Services Tax as defined by the Australian Tax Office (ATO).

2. Introduction

- 2.1. These Terms apply to all transactions of any nature with STTS & AIT.
- 2.2. You must know, understand and comply with these General Terms and Conditions, as they are a binding agreement between you and STTS & AIT. The content is between you and STTS & AIT ABN 59 113 487 942. These conditions include any special conditions noted on the quotation.

2.3. Access to appliances under test

Easy access to appliances which are to be inspected and/ or tested is required. Appliances should be out of cupboards, boxes etc., and placed on a table or other suitable surface where inspection and testing can be carried out. Access to the Customer's premises for the purpose of conducting the inspection and testing is also required. Parking for STTS & AIT vehicle(s) will be provided by the customer, or a surcharge may be payable by the customer. Where the customer cancels a booking with less than 24hours notice or access cannot be gained to appliances for inspection, a cancellation fee equal to the minimum call-out fee will be payable. The minimum call-out fee is generally \$90 excluding GST, and may increase with the distance from outside the Sydney Metropolitan area.

2.4. Types of appliances

"Standard Appliances" means all single-phase 10 ampere and 15 ampere portable electrical appliances which are approved for use in Australia, and connect to the power supply by means of an Australian 2-pin or 3-pin plug, except for multiple-outlet devices such as power boards and devices which incorporate an RCD (Residual Current Device, also known as a 'Safety Switch').

"Non-standard appliances" include:

- (a) Devices with an RCD
- (b) Multiple outlet devices such as looms and powerboards
- (c) 3 phase appliances

2.5. Test and Tag service policy

Inspection and testing of standard appliances does not include repairs, replacements, parts, or inspection or testing of non-standard appliances. Separate fees can be arranged for plug or socket replacement, RCD and 3 Phase testing.

Access to the Customer's premises and to the appliances under test must be provided in accordance with the section of these Terms and Conditions entitled "Access to appliances under test." Where these conditions are not met, STTS & AIT reserves the right to charge the Customer at an hourly rate in addition to test and tag price. Unless quoted otherwise, the hourly rate will be \$80.00 per hour per technician excluding GST. Cancellations of bookings with less than 24 hours' notice will incur a fee of \$90.00 excluding GST.

2.6. Where STTS & AIT detects hazards at the Customer's premises, the Customer authorises STTS & AIT to take such action as is considered necessary by STTS & AIT to remediate or isolate the hazard, including: (a) removing equipment from service; (b) placing a "Do not use" notice on the equipment; (c) removing the plug or cable from a faulty appliance; (d) disposing of equipment.

2.7. Where the flexible supply cord is not an integral part of an appliance, it may be treated as a separate item for the purposes of inspection, testing and logging, particularly in environments where cords are likely to be swapped between appliances from time to time.

3. Trading Terms

- 3.1. STTS & AIT requires payment within 7 days of the invoice date (unless otherwise agreed to by you and STTS & AIT prior to the service being provided).
- 3.2. Invoices not paid within these trading terms shall be considered overdue.
- 3.3. STTS & AIT reserves the right to request that a credit application be completed on you.
- 3.4. STTS & AIT has the right to deny credit at any time.

4. Quote

- 4.1. The quote is based on the best known equipment numbers as provided by you, STTS & AIT will invoice based on the actual number and type of tests performed as detailed in the STTS & AIT invoice.
- 4.2. Should parking not be provided on the day the test is performed, parking costs may be included on your invoice for payment by you.
- 4.3. STTS & AIT pricing as quoted excludes GST that shall also be charged at the applicable rate.
- 4.4. A surcharge will be applied for remote areas which will be included in the quote.
- 4.5. Quotes are valid for 30 days unless withdrawn.
- 4.6. No act by STTS & AIT including supply of quotations constitutes an offer by STTS & AIT.

5. Overdue Invoices

- 5.1. STTS & AIT reserves the right to forward all overdue accounts to a solicitor or debt collection agency.
- 5.2. All costs associated with the recovery of overdue accounts (including forecast commissions) shall be your responsibility for payment.
- 5.3. STTS & AIT reserves the right to charge interest on overdue accounts (based on the current General Interest Charge Rate used by the ATO for taxation monies overdue).

6. Liability

- 6.1. Except in the case of gross negligence or wilful misconduct by STTS & AIT, STTS & AIT shall not be liable to any person for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arise out of or in connection with any contract. To the fullest extent permitted by law, the Customer releases STTS & AIT and associated entities from and indemnifies against all liability whatsoever for any injury, loss or damage, however arising.

7. Jurisdiction

- 7.1. This contract is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this contract.