



MRE Building & Joinery Pty Ltd
T/A St George Skylights
Unit 1, 1A Pritchard Place
Peakhurst NSW 2210
Licence no. 226273C
ABN 71 057 344 402

STANDARD TERMS & CONDITIONS

1. **Terms.** These Terms apply to each entity (“**the Customer**”) who accepts a Quote or orders Goods or Services from MRE Building & Joinery Pty Ltd T/A St George Skylights (“**St George Skylights**”). These Terms, together with any Quote, order and tax invoice in relation to the supply of Goods or Services by St George Skylights to the Customer, constitute the entire agreement between St George Skylights and the Customer. To the extent of any inconsistency in the aforementioned documents, these Terms shall prevail.
2. **Definitions**
 - (a) **Goods** means the goods that St George Skylights supplies in the course of providing the Services.
 - (b) **Fees** means St George Skylights’ fees for the supply of its Goods and Services, as set out in a Quote.
 - (c) **Quote** means a quote issued by St George Skylights to the Customer for the supply of Goods or Services.
 - (d) **Premises** means the premises at which the Goods and Services are to be supplied.
 - (e) **Services** means the skylight, roofing, kitchen and other building installation services that St George Skylights supplies in the course of its business.
 - (f) **Standard Rates** means, in relation to a type of Service, the rate for the type of Service, such rate card being available on request.
 - (g) **Terms** means these standard terms and Conditions.
3. **Quotes**
 - (a) A Quote is valid for sixty (60) days.
 - (b) The Customer acknowledges that St George Skylights may amend its Quote or provide an additional Quote if the Customer wishes to increase the scope of works referred to in the Quote.
 - (c) Once the Customer accepts a Quote, it is deemed to have ordered the Goods and Services set out in that Quote from St George Skylights.
 - (d) The Customer may not cancel or revoke an acceptance of a Quote.
4. **Time for supply of Services**
 - (a) Unless otherwise agreed to by St George Skylights, St George Skylights shall provide the Services at a mutually agreed time between 0800 and 1600, Monday to Friday (“**Regular Hours**”).
 - (b) Any Services provided outside Regular Hours will incur additional charges, as set out in clause 7.
5. **Payment & retention of title**
 - (a) The Customer must pay the Fees to St George Skylights for the supply of Goods and Services within 7 days of issue of a tax invoice.
 - (b) St George Skylights need not commence the supply of the Goods and Services until the relevant Quote has been accepted and until any Fee or charge that is to be paid upfront under clause 7(b) has been paid.
 - (c) The Customer acknowledges that St George Skylights’ supply of the Goods and Services is complete once St George Skylights deems it to be complete.
 - (d) The Customer must pay interest on any amount that is due but not paid at a rate of 12% per annum, such interest to accrue daily.
 - (e) All amounts payable by the Customer under these Terms or in connection with the supply of Goods or Services by St George Skylights to the Customer must be made without deduction or equitable or other set off whatsoever and notwithstanding any dispute in relation that supply.
 - (f) The Customer acknowledges that the ownership of and title in any Goods supplied by St George Skylights will not pass to the Customer until the Customer has paid to St George Skylights all sums owing to St George Skylights on any account whatsoever. Until such time that all sums owing to St George Skylights by the Customer are paid, St George Skylights has the right to call for or recover the Goods at St George Skylights’ option (for which purposes the Customer grants St George Skylights and its employees and agents an irrevocable licence to enter upon the premises where the Goods are stored or located (whether in situ or otherwise) to remove the Goods without notice and without liability:
 - (i) for trespass;
 - (ii) to reinstate, make good or make whole those premises; or
 - (iii) for damage otherwise caused),and the Customer must deliver up the Goods if so directed by St George Skylights.

6. GST

- (a) Any consideration or payment obligation in these Terms, any Quote or tax invoice is exclusive of GST unless stated otherwise.
- (b) If a Supply made under or in connection with these Terms is a Taxable Supply for which the consideration is a payment of money:
 - (i) the consideration for the Supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate; and
 - (ii) the additional amount under subclause (a) is payable upon receipt of a Tax Invoice in a form which complies with the GST Law at the time of payment.
- (c) Defined terms in this clause 6 have the same meaning as in the GST law (which includes *A New Tax System (Goods and Services Tax) Act 1999*)

7. Exclusions and additional charges

- (a) The following services are not included in any Quote and are not, unless expressly stated otherwise, provided by St George Skylights at all:
 - (i) relocating furniture or other items to enable safe access to the ceiling;
 - (ii) patching, painting and making good;
 - (ii) any Service to be provided at the Premises which contains, or St George Skylights reasonably suspects contains, asbestos.
- (b) The following costs are not included in any Quote unless expressly stated otherwise, and the Customer must pay St George Skylights those costs on demand, subject to the provision of a tax invoice:
 - (i) cost of equipment hire (including scaffolding and scissor lifts) to gain high access;
 - (ii) time spent in providing, and preparing for providing, Services on an urgent basis, on 24 hours' notice or outside the Regular Hours, such time (including travel time) to be charged at Standard Rates;
 - (iii) any downtime spent in attempting to provide the Goods and Services, including time spent by St George Skylights in attending the Premises or area within the Premises to which St George Skylights cannot gain sufficient access in order to supply the Goods and Services (including if an occupant is not present at the Premises), such time (including travel time) to be charged at Standard Rates. The applicable Standard Rate is the rate that would have otherwise applied for the Service that was to be provided;
 - (iv) charges or special rates due to the presence of asbestos, mineral fibre and the like, as set out in the Standard Rates;
 - (v) any cost incurred, or to be incurred, by St George Skylights in relation to Homeowner's warranty insurance specific to the supply of the Goods and Services to the Customer.

8. Limitation of liability and indemnity

- (a) The Customer warrants that it has not relied on any warranty, condition or representation made by St George Skylights that has not been expressly stated in these Terms.
- (b) To the extent permitted by law, except as otherwise expressly provided in these Terms, all warranties, terms and provisions that arise in statute or that are or may be implied are expressly excluded and shall not apply.
- (c) To the extent permitted by law, St George Skylights' liability under any claim that the Customer has or may have against St George Skylights in relation to a Good supplied by St George Skylights (whether that claim is based in contract, common law or statute or otherwise, including law relating to negligence by St George Skylights, and whether that claim is based on any implied term, condition or warranty which has not been excluded) is limited, at the option of St George Skylights, to:
 - (i) the repair by St George Skylights of the Good;
 - (ii) the replacement by St George Skylights of the Good; or
 - (iii) the refund of the price paid by the Customer for the Good giving rise to liability.
- (d) To the extent permitted by law, St George Skylights' liability under any claim that the Customer has or may have against St George Skylights in relation to a Service supplied by St George Skylights (whether that claim is based in contract, common law or statute or otherwise, including law relating to negligence by St George Skylights, and whether that claim is based on any implied term, condition or warranty which has not been excluded) is limited, at the option of St George Skylights, to:
 - (i) the re-supply of the Services;
 - (ii) the payment of the cost of having the Services supplied again; or
 - (iii) a refund of the price paid by the Customer for the Service giving rise to liability.
- (e) St George Skylights shall not be liable for any economic loss, including loss of profits or wasted expenditure, or any loss of goodwill, customer or any incidental, special or consequential loss or damage suffered by the Customer, including damage to property or personal injury arising from the supply of Good, arising out of or connected to the supply of Goods by St George Skylights.
- (f) The Customer indemnifies and holds harmless St George Skylights against all actions, claims, proceedings, costs, losses, expenses, liabilities suffered by St George Skylights (including debt recovery costs and legal costs on an indemnity basis) arising from a breach by the Customer of these Terms.

- (g) St George Skylights shall not be liable for any damage to a Good, or failure of a Good to work, to the extent such damage or failure has been caused or contributed to by:
 - (i) a typical force majeure event including flood, earthquake, cyclone, act of God; or
 - (ii) an act or omission by the Customer, or any other person who is not an officer, employee, agent or contractor of St George Skylights, after the supply of the Good.

9. Termination

- (a) St George Skylights may terminate a Quote or the entire agreement with the Customer on written notice:
 - (i) if the Customer breaches any of these Terms;
 - (ii) if the Customer indicates to St George Skylights, by act or omission, that it no longer wishes to proceed with the supply of the Goods and Services (including non-responsiveness);
 - (iii) if the Premises (including the building in which the Premises is located) contains asbestos or St George Skylights has a reasonable suspicion that the Premises contains asbestos;
 - (iv) if there is no way of reasonably accessing the relevant part of the Premises in order to supply the Goods or Services;
 - (v) if the Premises is inadequate for the Services to be provided;
 - (vi) to the extent permitted by law, if the Customer enters into any form of external administration including bankruptcy or liquidation;
 - (vii) for any other reason on one day's written notice.
- (b) In the event that St George Skylights terminates a Quote or the entire agreement with the Customer other than under clause 9(a)(vi), then without limiting any other right of St George Skylights (including under clause 8(f)), the Customer must pay St George Skylights:
 - (i) the cost of the Goods already ordered or purchased by St George Skylights that were to be supplied to the Customer (at the regular retail price charged by St George Skylights for such Goods); and
 - (ii) for the time spent by St George Skylights up to the time of termination in providing, or preparing to provide, the supply of the Goods and Services at the Standard Rates. The applicable Standard Rate is the rate that would have otherwise applied for the Service that was to be provided. Higher rates apply for termination in connection with asbestos.

10. Security of Payment Act.

The parties acknowledge that these Terms constitute a construction contract for purposes of the *Building and Construction Industry Security of Payment Act 1999* (NSW).

11. Miscellaneous.

- (a) These Terms will be governed and construed in accordance with the laws of New South Wales and the Customer irrevocably submits to the exclusive jurisdiction of a competent court of New South Wales.
- (b) St George Skylights does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- (c) If any of these Terms are or later become illegal or unenforceable, the illegal or unenforceable part of those Terms are taken to be severed from these Terms, but all other Terms remain in place.
- (d) The Customer may not assign these Terms without the prior written consent of St George Skylights, such consent not to be unreasonably withheld.