

PA MATTHEWS AUDIO TRADING TERMS AND CONDITIONS 7th May 2024

1.1) Quotations:

PA Matthews Audio quotations are NOT FREE. We require a purchase order prior to booking any site visit including those involving quotations.

We can provide free estimates based on information you provide (such as maps, plans, diagrams and photographs) however you cannot raise an order based on an estimate. Our estimates are very close to our quotes and can be used for budgeting or funding applications.

If you have received an estimate and wish to proceed to a formal on site quotation, please raise an order for the design fee indicated in the estimate and send us the order number and we will book your service call / quotation visit.

1.2) Gazumped Quotations:

Redacted January 2023.

2) Orders & Payments:

2.1) For NSW Government Schools:

You must raise an order for the work in the NSW Governments' LMBR / SAP payments system before we will queue any work on our schedule. Our vendor number is 0100006057. *Work will not queue your job or book a truck roll until we have your order number.* The only time we will book a service call without an order is when the service call pertains to a suspected warranty claim. Credit cards are also now accepted subject to separate terms and conditions.

2.2) For private schools and other Government Entities (end users):

We provide a complimentary 14 day account upon receipt of a formal order number from your school via 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 to you a 14 day statement for the agreed amount plus any agreed extras. Payments are normally by direct bank transfer. Deposits or progress payments are generally not required for contract amounts under \$25,000.

The order MUST be from you. It cannot be from another contractor or sub agency.

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

We require credit card details to be lodged with us prior to any work proceeding. A deposit will be required for any quoted work over \$5000. Credit card payments are subject to a 1.2% fee for amounts over \$5000.

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 or credit card details are supplied. 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.

2.4) For Builders, Construction Companies and / or their Subcontractors:

A standard service call can be booked by a builder or their sub agent once we receive an official written order with order number showing the payer's details in full AND we have your credit card details on file. Note that your card will not be charged until an invoice is issued.

This buys you a site visit and 30 minutes in order to determine what you require. Any additional work is subject to "Working for Builders" below:

2.5) Unpaid accounts – BE WARNED:

If the contracted term of payment elapses and we have still not been paid, any one or more of these things may happen:

- Your school or entity will immediately be placed on our works black list. We will no longer attend your site, do any work for you or even provide telephone assistance for you until the overdue account has been paid. All warranties will immediately be declared null and void. This condition is perpetual and does not expire until payment is received.
- At our discretion, we may either choose to pursue the matter through the courts for payment (higher amounts) or we may sell the debt to a commercial debt collector (smaller amounts). Neither option end well for either you or us so don't try it out.
- Even *after the account is paid*, we will require advance deposits or payments from you before accepting any future work from you.

3.) Works Schedule:

Your job only enters our works schedule upon receipt of a WRITTEN order clearly stating the options you wish to proceed with. With NSW schools this **must include a 4xxx xxx xxx order number issued by either NSW Infrastructure or on the LMBR payments system or credit card details lodged with our office by phone**.

If you call us and say you wish to go ahead with a job, but then take two weeks to supply the written order or card details, other clients are going to get in line ahead of you. This will delay your job, possibly by several months if large orders are received from other customers during the time we were waiting for your order.

Moral is - get that written order in FAST once you have decided to go ahead!

4.) Insurance:

PA Matthews Audio holds all relevant trade insurances including Public Liability, Products Liability, Customers Goods in Custody and Workers Compensation. Generic copies of our Certificates of Currency are available for download off our web site.

Public Liability will only be covered to a total amount of \$10 million. An additional one off fee is payable if you require this to be raised – check in "Administration Charges".

An administration fee also applies if you require us to send you copies of our Certificate of Currency documents.

5.) Safe Work Method Statement (SWMS):

A single page generic **SWMS** and **Program Schedule of Works** is available free of charge on request. Where a job involves unusual risks, or the client has requested a site specific SWMS or Schedule be provided, an additional administration fee is payable.

5.1) PA Matthews Audio does NOT;

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

If you request any of these, we will refuse to work with you. PA Matthews Audio will not be held liable for any matters arising from failure to operate using RCTI or failure to provide personal details of workers.

6.) Working for Builders;

PA MATTHEWS AUDIO **will not enter into any contract with a builder or subcontractor** without prior arrangement **and advance payment.**

We will only conduct work for a builder or subcontractor when we have already completed the design work for the job first. All design work done for builders or building projects is payable separately. **We do not quote or carry out work which has been designed by others.**

If you want us to be paid through your builder, the only way to have us provide facilities in your new building is to engage the builder's electrical contractor to carry out the infrastructure work on our behalf;

- 1.) You or the Builder pays us to provide a full design for the job in advance.
- 2.) The installing electrical contractor then quotes to supply install the entire infrastructure (conduit, wiring, speakers, accessories etc). They may purchase materials through us if they wish, or supply these separately.
- 3.) The installing electrical contractor may engage us to attend your site on a case by case basis by raising service call orders.

Alternatively, *the best and cheapest way to get us to quote and do your new building job is to simply to wait until after hand over when the builder is gone*, then proceed under our standard terms as a direct customer.

All contracts entered into with a builder and / or their subcontractor are subject to full advance payment which must be received in full before any equipment is delivered or any work is carried out on site.

We apologise for these strong conditions, however they have been made necessary as a result of ongoing disputes where builders refuse to pay for completed work, particularly where we have been required to spend time rectifying defects caused by the builder or their sub contractor who have then subsequently refused to pay for their associated costs.

If you are a builder or sub contractor wishing to engage us, we can still help you. However you will need to contact us first so we can come to an agreement on design and payment methods ***before your project proceeds.***

7.) 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 DET 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;

7.1) 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.

7.2) School Open (i.e. staff and students present):

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

Details of our safety systems are available on our standard SWMS and Schedule of Works documents.

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 will result in additional charges as specified in "Administration Charges".

8.) 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.

9.) Vehicle Access to Site:

The client is 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.

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

10.) Working with Children Check (WWCC):

All PA Matthews Audio full time workers are registered on the NSW DET system as "Child Related Workers" which includes Working with Children Check confirmation. Casual employees are required to submit to Appendix 5 checks where appropriate.

11.) Warranty:

ALL PA MATTHEWS AUDIO new installations include a full **12 month** 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.

Warranty only commences once all invoices pertaining to the work have been paid in full. This rule applies even if the work is to be paid for by a third party under agreement.

ALL PA MATTHEWS AUDIO Repairs to existing installations and equipment carry a full onsite **30 day** warranty on parts and labour applicable only to the works carried out and materials supplied to effect the repair.

*Excepting regional or remote area work – refer to quote for full details.

12.) 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.

13.) 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.