



# Outdoor Solutions

— LANDSCAPE & CIVIL —

## Standard Terms & Conditions

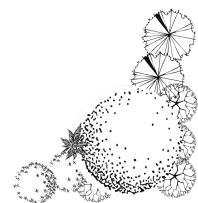
OUTDOOR SOLUTIONS LANDSCAPE & CIVIL PTY LTD ABN 64 167 211 145 (“Contractor”, “we” or “our”)

### STANDARD TERMS AND CONDITIONS

These are the Contractor's standard Terms and Conditions. These Terms and Conditions, together with any quote provided by the Contractor to you, form the contract between the Contractor and the Customer when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply product/s.

#### ENGAGEMENT

1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
2. The Contractor holds all necessary licences (where applicable) required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor. The Contractor and all the Contractor's employees and permitted sub-contractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the service to the required standards and codes.
3. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service.
4. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
5. The Contractor will supply the goods and/or services specified in the quote provided to the Customer. If the Customer requires a variation to the goods and/or services, the Contractor will provide where possible a quotation for performing the service as varied which additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation. In the event a variation is required on the day of, or whilst performing works a verbal estimate and customer acceptance may be undertaken in front of a witness.
- 5A. The Contractor may use sub-contractors to provide any of the service. In such circumstances, the Contractor will ensure that:
  - (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
  - (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of these terms;
  - (c) the sub-contractors so engaged have current or necessary insurances.
6. The Contractor is solely responsible for all fees payable to sub-contractors.



7. The Contractor accepts no liability in damaging any services during the works, unless all services including (but not limited to) water, power, gas, telecommunication cables etc has been clearly marked by the customer in the form of marker paint or similar prior to start of works. Any permits required for the works are the responsibility of the customer unless otherwise specified on the quotation by the contractor.

8. The Contractor is not responsible for the location or relocation of any services.

#### ACCEPTANCE OF THESE TERMS

9. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions.

10. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.

11. In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.

12. Should the Customer cancel the engagement of the Contractor after it has been accepted, or in the case of inclement weather, the Customer agrees they may be held liable for any costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation as well as any costs incurred as a result of the cancellation.

#### QUOTES, INVOICES AND PAYMENT

13. A quote provided by the Contractor will remain valid for Thirty days. On expiry of that period, if the Customer wishes to proceed the Contractor may at their absolute discretion either provide a new quote or agree to provide the services and/or goods in accordance with the original quote.

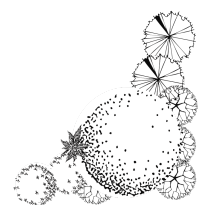
14. The Customer will pay the Contractor's fee on completion of work, unless otherwise specified on quote or agreed in writing. The price includes GST and is the full amount which the Customer will pay for the service.

15. The Contractor will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. The tax invoice will also separately identify all expenses and any GST payable. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price at the discretion of the Contractor.

16. Payment of the Contractor's tax invoice should be made by electronic transfer to the Contractor's bank account within 14 days of the date of the invoice.

17. Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Contractor will add interest to the total outstanding amount at a rate equal to the Reserve Bank of Australia's Cash Rate Target plus 6% per annum, capitalizing monthly, and that the Customer will be liable to pay any accrued interest in addition to the outstanding amount.

18. In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitors fees.



19. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.

#### OCCUPATIONAL HEALTH AND SAFETY/WORKPLACE HEALTH AND SAFETY

20. The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorised to occupy those premises and obtain the service.

21. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.

22. The Customer will ensure that the Contractor will have unencumbered and unobstructed access to the area/s of the premises requiring the service.

23. The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.

24. The Contractor will at all times have current Workers Compensation insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

#### LIMITATION ON WARRANTY AND LIABILITY

25. The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).

26. All statutory warranties that can be lawfully excluded are hereby expressly excluded.

27. To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.

28. All building works over \$3300 is covered under the QBCC home warranty insurance scheme.

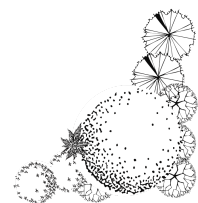
29. The Contractor's liability for damages arising from the supply of the goods and/or services to the Customer is limited to the amount paid by the Customer to the Contractor for those goods and/or services.

#### JURISDICTION

30. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Queensland and each Party covenants that it submits to the jurisdiction of the Courts of Queensland for the resolution of any dispute under the Agreement.

#### FORCE MAJEURE AND DELAY

31. Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.



32. Where the Customer causes delays to the delivery of the goods and/or services by the Contractor to the Customer, the Contractor can recover the loss suffered as a result of the delay from the Customer as a liquidated debt from the Customer.

#### GENERAL

33. These terms and conditions in its entirety supersede any other terms and conditions or subcontract agreement given, or signed by Outdoor Solutions Queensland Pty Ltd or its representatives.

34. This agreement, including any quote provided by the Contractor, contains the entire agreement between the parties as to its subject matter and may only be amended in writing signed by all parties.

35. Notices must be given to the parties' addresses as notified by the parties in writing and must be delivered in person or by email.

36. A party must not assign any of its rights or obligations under this agreement without the other party's prior written consent.

37. No delay or indulgence by a party in enforcing this agreement will prejudice or restrict the rights of that party, nor will a waiver of those rights operate as a waiver of a subsequent breach.

38. No part of this agreement is to be construed to the disadvantage of a party because that party was responsible for its preparation.

39. Nothing in this agreement may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary.

40. A party, at the request of another party, must do all things and sign all documents necessary to give effect to this agreement.

41. If any provision of this agreement is or becomes invalid or unenforceable then, if the provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down, and otherwise the offending provision must be severed and the remaining provisions will operate as if the provision had not been included.

