



**MACQUARIE**  
Constructions & Joinery

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Building on your ideas

License # 194354C  
Master Builders Association Member 1016243

## Trading Terms and Conditions of Sale

Effective 1<sup>st</sup> December 2013

The customer is taken to have accepted and be bound by these terms and conditions if the customer gives a direction to proceed with a project or service or to take delivery of goods and services in relation to that project or service.

### Provision of credit

The Company agrees to provide goods and services to you or anyone authorised by you on a credit basis for the duration of the agreement. The Company reserves the right to suspend the credit facility or the provision of further credit if you are in default.

### Payment

At the sole discretion of the Company, trading terms may be either C.O.D., seven (7) days or fourteen (14) days from invoice date, the Company will advise the customer as to the trading terms which will be applicable at the time of agreement.

The customer agrees to be bound by the trading terms set as part of the agreement.

Failure to pay by the due date will result in your account being placed on hold and may also result in cessation of any works currently underway even though they may not be related to any unpaid amount.

The customer agrees to pay any enforcement expenses incurred by the Company in enforcing its rights under this agreement including without limitation any charges relating to dishonoured cheques and any fees paid to the Company's solicitors or debt collection agent in connection with recovery of outstanding amounts.

The customer shall not be entitled to set off against or deduct from any price, any sums owed or claimed to be owed to the customer by the Company nor to withhold payment of any invoice because part of that invoice may be in dispute.

The customer must inform the Company immediately if there is any change in circumstance which will impact on the customer's ability to meet its obligations to the Company. The Company reserves the right to suspend any or all ongoing works until the matters have been resolved to its satisfaction.

The Company makes a claim for payment under the Building and Construction Industry Security of Payment Act 1999.

### Pricing

The Company may adjust its prices by an amount that is reasonable having regard to genuine factors affecting the operation and profitability of the business.

Any works which are partially completed at the time of a price adjustment will be completed at the price agreed prior to the price adjustment, however any variations made to the original agreement such as changes in specification, design or materials may, at the company's discretion, attract the price adjustment.

The Company will give the customer fourteen (14) days notice, in writing, of any such increase.

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**Basis for undertaking works**

The Company does not undertake work on a quid pro quo basis, all charges are based on a quoted price or on the basis of do and charge, meaning work is performed and charged at an hourly rate plus materials and expenses. The Company and customer will agree before commencement of any work which charge basis shall prevail.

The Company may decline to participate in any works which, in its opinion, shall not result in a satisfactory outcome for the customer or for the Company's reputation.

**Retention of Title**

Ownership of any goods supplied by the Company shall remain with the Company, without regard to location, until such time as the customer has paid for the goods in full.

If such payment is overdue either in part or in full, the Company, its employees or agents may enter the customers premises or property for the purpose of recovering items to which ownership has not passed.

**Warranty and Fitness for Purpose**

All goods manufactured by a third party are provided on the basis of their suitability for the intended purpose, any ruling or adjudication relating to warranty on or replacement of products shall be that which is provided by the manufacturer or their representative at the time of notification. The Company and the customer agree to be bound by such ruling or adjudication.

**Charges and conditions for engagement of external parties**

If the company deems it necessary to engage the services of an external party to assess or advise on the viability of or providing a quotation to undertake a particular project, the customer agrees to pay the Company any charges, levies or fees which may result from the engagement of the external party. The customer further agrees to direct any correspondence with any external party so engaged, through the Company as its conduit.

**Cancellation**

In the event that the customer cancels a project for which goods and services have already been procured, but not necessarily supplied, the customer shall pay the Company the value of the goods and services, already procured, which would have formed part of the agreement. The customer further agrees to pay any handling, interest or restocking fees which may be imposed by any supplier for any goods not required because of cancellation of the project for which goods and services were procured.

The Company shall not be liable for consequential loss or damage which may be sustained by the customer.

**Fees and charges**

The Company does not impose any fees in relation to the establishment or day to day operation of any account, however, overdue accounts may attract interest at the rate of five (5) per cent per month.

The Company may, at its discretion, charge the customer a fee to cover costs relating to assessing the viability of or providing a quotation to undertake any project. Fees may include, but are not limited to, incurred vehicle mileage, levies, tolls or other charges relating to vehicle movements, accommodation, staff overtime payments or incidental expenses.

**Workplace Health & Safety**

The Company conducts its business within the W.H. & S regulations and guidelines as set out from time to time. The customer agrees to abide by any lawful instruction given by an employee or agent of the Company when entering a site under the control of the Company or its agent.

**Safety is paramount and is everyones responsibility.**

**Privacy Statement**

The Company is bound by the Privacy Act 1988.

The information that the Company holds on you is stored securely and is only available to authorised officers of the company and used in the operation of the agreement and for no other purpose.

**Termination**

Either party to any credit arrangement may terminate the arrangement at any time by giving notice in writing. All amounts owing shall become immediately payable upon termination.

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