
**BKM AUSTRALIA
&
BEN MILSOME
STANDARD TERMS & CONDITIONS**

BKM Australia & Ben Milsome

ABN 17 460 919 709

BKM Australia & Ben Milsome ABN 17 460 919 709

STANDARD TERMS AND CONDITIONS

These are BKM Australia and Ben Milsome (“we” or “our”) standard Terms and Conditions which will apply to every contract when you as the Customer engage BKM Australia and Ben Milsome to perform its services. When providing our services, we may also need to supply product/s.

BKM Australia and Ben Milsome reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

ENGAGEMENT

1. BKM Australia and Ben Milsome represents and warrants that BKM Australia and Ben Milsome 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. BKM Australia and Ben Milsome holds experience required in order to allow BKM Australia and Ben Milsome to perform the services.

Where there are any applicable industry standards and codes, they will at all times be complied with by BKM Australia and Ben Milsome. BKM Australia and Ben Milsome and all BKM Australia and Ben Milsome’s employees, contractors and permitted sub-contractors are properly qualified, licensed, experienced, and competent to properly perform and will perform the service to the required standards and codes.

3. Where any manuals are required in order for the Customer to enjoy or use the services, BKM Australia and Ben Milsome will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.
4. If an event occurs that is beyond the reasonable control of BKM Australia and Ben Milsome which prevents BKM Australia and Ben Milsome from performing the service on or by the date agreed, BKM Australia and Ben Milsome will immediately notify the Customer and give an estimate of the time for completion of the service.
5. BKM Australia and Ben Milsome 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.

6. If the Customer requires a variation to the service, BKM Australia and Ben Milsome will provide 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, BKM Australia and Ben Milsome is not obliged to carry out the variation.
7. BKM Australia and Ben Milsome may use contractors and/or sub-contractors to provide any or all of the service. In such circumstances, BKM Australia and Ben Milsome will ensure that:
 - (a) the contractors and sub-contractors so engaged are suitably experienced and are otherwise able to perform the service in a proper and workman-like manner;
 - (b) the contractors and sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by BKM Australia and Ben Milsome be a breach any of these terms;
 - (c) the contractors and sub-contractors so engaged have current and necessary insurances.
8. BKM Australia and Ben Milsome is solely responsible for all fees payable to their contractors and sub-contractors.

ACCEPTANCE OF THESE TERMS

9. Any act by the Customer or those legally acting on behalf of the customer which requests BKM Australia and Ben Milsome 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 BKM Australia and Ben Milsome.
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 BKM Australia and Ben Milsome after it has been accepted, the Customer agrees they may be held liable for any costs incurred by BKM Australia and Ben Milsome in relation to the provision of the services and/or provision of products and materials up to the point of cancellation which may include administration fees, booking fees and contractor/subcontractor fees & charges.

QUOTES, INVOICES AND PAYMENT

13. A quote provided by BKM Australia and Ben Milsome will remain valid for fourteen days. On expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior to BKM Australia and Ben Milsome undertaking the service.

14. The Customer will pay BKM Australia and Ben Milsome's fee on completion of the service. The price includes GST and is the full amount which the Customer will pay for the service.

15. BKM Australia and Ben Milsome 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 BKM Australia and Ben Milsome.

BKM Australia and Ben Milsome does/do not take responsibility for possible price increases in materials from the time of quotation. These costs are beyond BKM Australia and Ben Milsome's control and will be passed on to the Customer should there be an increase in material costs during time elapsed from quotation until completion of works. It should be noted that if during the course of the works which is/are to be performed, it is seen that a saving can be made which does not affect the workmanship or quality of materials, then the savings will also be passed on to the Customer in the final tax invoice.

16. Payment of BKM Australia and Ben Milsome's tax invoice should be made in the following manner: Credit card, Electronic transfer to BKM Australia and Ben Milsome's bank account or Cash. This may be made in stage payments as/if set out in the tax invoice.

17. In the event the Customer defaults in payment of an invoice, the customer shall indemnify BKM Australia and Ben Milsome from any costs incurred by BKM Australia and Ben Milsome in recovering the outstanding amount, including but not limited to solicitors fees, debt collection agent fees, court costs, administration fees and costs.

18. Goods, products and items supplied/purchased by BKM Australia and Ben Milsome, remain the property of BKM Australia and Ben Milsome until final payment of the invoice has been made.

These goods, products and items may be removed from the job site/premise upon the client/customer's failure to pay the invoice within the payment terms and time frame set within the quote and or invoice.

I the client/customer hereby grant unrestricted access at all times for the removal of these goods, products and/or items.

BKM Australia and Ben Milsome will not be held liable for any damage caused to and within the property for the removal of these goods, products and/or items.

19. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by BKM Australia and Ben Milsome.
20. BKM Australia and Ben Milsome reserve the right to issue/register a credit default against the Customer/Client/Company with Creditor Watch at its discretion.

OCCUPATIONAL HEALTH & SAFETY/WORKPLACE & SITE SAFETY

21. 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.
22. 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.
23. The Customer will ensure that BKM Australia and Ben Milsome will have unencumbered and unobstructed access to the area/s of the premises requiring the service unless otherwise agreed upon in writing.
24. BKM Australia and Ben Milsome 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 BKM Australia and Ben Milsome and BKM Australia and Ben Milsome will ensure that these are used at all relevant times.
25. BKM Australia and Ben Milsome will at all times have current Public Liability Insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

LIMITATION ON WARRANTY & LIABILITY

26. BKM Australia and Ben Milsome warrants that all the service it performs including any product it supplies as part of the service shall be fit for its intended purpose, shall be capable of being used by the Customer for its intended purpose and shall perform in accordance within its applicable specifications (if any).
27. All statutory warranties that can be lawfully excluded are hereby expressly excluded.
28. To the extent permitted by law, BKM Australia and Ben Milsome 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 BKM Australia and Ben Milsome's service or products supplied.
29. All effort is made to enable public access with minimal interruption.

- 30.** Efforts will be made to protect the work environment, warranties and liabilities will be withdrawn should the work environment be interfered with by an outside source, which is not within the control of BKM Australia and Ben Milsome.
- 31.** BKM Australia and Ben Milsome may suspend its obligations under these terms & conditions if its ability to perform is effected by circumstances outside its control including cyclones, storms, floods, fires, earthquakes, explosions, embargos, government directives, or any law or regulation, litigation or labour dispute, act of god, terrorism or any other cause which is beyond BKM Australia and Ben Milsome's reasonable control.
- 32.** The Customer acknowledges and understands that they cannot claim compensation or seek damages if BKM Australia and Ben Milsome exercises any of the rights conferred on it by these terms and conditions unless these terms and conditions expressly provide otherwise.
- 33.** BKM Australia, Benjamin Milsome and its contractors and sub-contractors are qualified and licensed trades contractors with the QBCC. As per the strict laws and regulations set by the BCA (Building Commission Australia) and the QBCC (Queensland Building & Construction Commission) builders and trade contractors are required to be registered building practitioners, either licensed as a DBU (Domestic Builder Unlimited), DBM (Domestic Builder Manager) or DBL (Domestic Builder Limited) if the value of the work/works is/are more than \$3300 (including materials, labour and GST).
Work/works to and exceeding \$12000 (including materials, labour and GST) require the registered building practitioner to provide the owner of the home/property with homeowner's warranty insurance.

JURISDICTION

- 34.** 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.

PUBLICITY

- 35.** The Customer permits BKM Australia and Ben Milsome to use images (Including still and video) of the works, surrounding areas, buildings, vehicles, company logos and signage without recourse to the Customer and without compensation to the Customer, for publicity and promotional purposes only through whatever medium it chooses.

FORCE MAJEURE

36. Neither BKM Australia and Ben Milsome 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.

