TERMS & CONDITIONS

# TERMS AND CONDITIONS OF SERVICE

1. These Terms and Conditions form part of the Estimate given by Men Behaving Handy known as “MBH” with the ABN 46 229 412 578.
2. The “Client” is the individual person or the Company seeking the Services of MBH.
3. The Client will be deemed to have accepted these Terms and Conditions by proceeding to obtain an Estimate for the requested Services.
4. Services is deemed to include the Works (Labour) and Materials (goods, equipment or the hire of specialised equipment) required to complete the Estimate.
5. All prices in the Estimate for the Services are valid for period of 30 days from the date of the Estimate on the condition that Materials required for the Estimate remain at the purchase price given to MBH to prepare the Estimate. MBH may, at its sole discretion, review the Estimate if the Estimate is accepted within 30 days from the date of the Estimate, only on this condition.
6. Services covered by the Estimate are limited to those expressly detailed in the “Scope of Work” to be undertaken in the Estimate.
7. MBH is entitled to vary the Estimate if the Estimate is accepted after 30 days of the date of the Estimate to take into account:
   1. Any associated Services required to successfully complete the works not expressly stated in the Scope of Work to be undertaken in the Estimate.
   2. Any additional Services requested or required by the Client after the commencement of the Estimate which were not part of the Estimate specified in the original Estimate.
   3. Any increase in the cost of the Materials required. iv) Any price variation from a third party engaged to complete the works.
   4. MBH does not provide a guarantee on any Materials associated with the Estimate, the guarantee is on labour only.
   5. When the Client is informed that the materials supplies by the Client are not of sufficient quality and the Client wishes to go ahead with work using those materials, the guarantee of labour is then void.
   6. MBH reserves the right to require the payment of a 60% deposit prior to commencing the Estimate and may also require progress payments to be made upon partial completion of work, as outlined in the Estimate.
8. MBH will endeavour to schedule for commencement and completion as soon as possible after acceptance of the Estimate. However, this may be dependent on the availability of Materials, Public Holidays and weather conditions.
9. To the extent permitted by law, the liability of MBH in contract, tort or otherwise which may arise directly or indirectly in respect of the supply of Services or any act, failure or omission of MBH pursuant to the Estimate is limited only to the amount payable by the Client under this Estimate.  
   MBH will exercise all reasonable care, skill and diligence in undertaking the work, will ensure the works are of sufficient quality and will undertake the work within a reasonable time of the Client’s acceptance of the Estimate. The Client only has a right to a remedy from MBH in relation to the Estimate when the work undertaken by MBH does not meet the consumer guarantees described in the Australian Consumer Law with respect to the supply of services.
10. Cancellation of any accepted Estimate may incur a fee to cover any costs actually incurred by MBH in commencing the work including the purchase of any Materials.
11. All Materials utilised for any work remains the property of MBH until the Client has made full payment of the account for the completed Estimate.
12. Time to travel to and from site location, time to source and purchase materials (if required), time on location to complete tasks and time waiting on Client decisions is chargeable.
13. All accounts are to be paid within 7 days of the invoice date.
14. MBH’s normal trading hours are 7am–5pm Monday to Friday. Services performed (at the Client request) outside those hours or on a Public Holiday will, at the Contractor’s discretion, incur additional charges.
15. The Client will, at the discretion of MBH incur, additional charges when the Services are required in Emergency and Urgent situations. Emergency is a situation that needs to be attended to within a 2-hour time frame of a request for Services.  Urgent is a situation that needs to be attended to within a 12 hours period.
16. The Client shall provide exclusive site access to MBH to complete the Services. Any costs for parking at site, or losses or expenses incurred by the MBH due to interrupted site access will be charged to the Client.
17. Where there are variations to an accepted Estimate or the Client shall indemnify MBH from any additional cost incurred by MBH, should the Client increase the scope of work to be provided by the Contractor. These variations shall be payable at that time and no later
18. MBH will not be responsible for any problems with the site that are only revealed when work have commenced. MBH

will carry out any work needed to fix any such problem if it is considered necessary for satisfactory completion of the Estimate. Any additional work necessary due to an unforeseen circumstance is a variation and subject to clause 19. If a price is not agreed, the charge will be the actual cost plus another twenty percent (20%) plus GST.

1. The hourly rate for ‘Do and Charge’ work may change should MBH experience latent conditions or obstacles requiring the hire of special equipment to complete the Estimate.
2. MBH accepts Credit Card payment by MasterCard and Visa with three percent (3%) surcharge plus GST.
3. In the event, that the agreed progress payments are not honoured by the Client, MBH reserves the right to halt work until such time the outstanding payment is forthcoming.
4. MBH reserves the right to charge Administration fees with a monthly fee of twenty-five dollars ($25) plus GST for accounts not paid within MBH’s agreed payment terms.
5. MBH may charge interest at two percent (2%) plus GST above the

Commercial Lending rate of the MBH’s bank calculated daily on amounts not paid within MBH’s payment terms.

1. The Client must pay the damages to MBH any costs, expenses or losses incurred by MBH as a result of the Client’s failure to pay to MBH all sums outstanding as owed by the Client to MBH including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.
2. MBH reserve the right to charge cost plus on equipment, hire of equipment, specialised skills, materials, fuel to complete the Estimate provided to the Client.
3. MBH reserves the right to make null and void the warranty should any Materials be reinstalled elsewhere, modified, altered, damaged or put to any undue stress other than in the way the Materials were designed to perform.
4. Notwithstanding any other provision of these Terms and Conditions, MBH is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Client for:
5. i) any increased costs or expenses; ii) any loss of profit, revenue, business, contracts or anticipated savings;
   * loss or expense resulting from a claim by a third party; or
6. any special, indirect or consequential loss or damage of any nature whatsoever caused by any reasonable delay in completing the Works
7. The Client authorises MBH to collect, retain, record, use and disclose commercial and/or consumer information about the Client, in accordance with the Privacy Act 1988 and the Privacy Principles outlined in the Privacy Amendment Act 2012, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Contractor, a debt collector, credit reporting body and/or any other individual or organisation which maintains credit references and/or default listings. This information may be given before, during or after the provision of credit to the Client.
8. Acceptance of the Estimate is deemed to be accepted by an email detailing acceptance, payment of a deposit, text message or a verbal conversation detailed with time and date

I/We have read and understood these Terms and Conditions and accept them as applying to the Estimate and any Works that are subsequently undertaken by Men Behaving Handy upon acceptance of the Estimate.

I/We accept these Terms and Conditions and request that Men Behaving Handy or its authorised Contractors and/or employees proceed with the Estimate.