

PQ ELECTRICAL AND AIR

Terms and Conditions of Service

These Terms and Conditions form a legally binding service contract between PQE Group Pty Ltd ABN 81 691 926 020, trading as PQ Electrical and Air ("PQEA", "we", "us"), and any person who books, engages, or proceeds with any service provided by PQEA ("you", "the client"). By proceeding with a booking, whether online, by phone, by text, or in person, you confirm that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, do not proceed with the booking.

1. Agreement and Formation of Contract

1.1 A binding service contract is formed between you and PQEA at the earliest of:

- you submitting a booking request through our website, app, or any other platform;
- you verbally accepting a quote provided by a PQEA representative;
- you providing written confirmation of a quote (including by SMS or email);
- PQEA commencing work at your property with your knowledge and permission.

1.2 For the avoidance of doubt, PQEA may confirm acceptance of a booking by email, SMS, written confirmation, verbal confirmation, issuing a quote or booking confirmation, or attending the property to perform the agreed work.

1.3 These Terms apply to all services provided by PQEA, including but not limited to: electrical installation, replacement, and repair; ceiling fan supply and installation; heated towel rail supply and installation; downlight supply and installation; switchboard work; and any other residential electrical services.

1.4 Any promotional services or limited-time offers ("Promotions") are subject to these Terms together with any additional conditions stated in the relevant promotional material. Where there is a conflict between these Terms and a promotional offer's conditions, the promotional conditions take precedence only for the matter specifically addressed.

2. Quotes and Pricing

2.1 All quotes provided by PQEA are valid for 14 days from the date of issue unless otherwise stated.

2.2 Quotes are based on information available at the time of assessment. If site conditions are found to differ materially from those anticipated (for example: concealed wiring complications, non-standard wall or ceiling construction, asbestos-containing materials, pre-existing faults, or insufficient switchboard capacity), PQEA reserves the right to:

- revise the quoted price before commencing or continuing work; or

- decline to complete the work if safe or compliant completion is not reasonably practicable.

2.3 Supply-and-install services include the cost of the specified product plus installation labour. Product prices are subject to availability and supplier pricing at the time of scheduling. PQEA will notify you of any material price changes before proceeding.

2.4 All prices are in Australian Dollars (AUD) and include GST unless expressly stated otherwise.

3. Payment Terms

3.1 Payment is due as follows:

- For standard residential services: payment is due in full upon completion of the work, prior to the technician leaving the property.
- For supply-and-install services with a product value exceeding \$500 (excluding GST): a deposit of 50% of the total quoted amount is required to confirm the booking and secure product procurement. The remaining balance is due upon completion.
- For scheduled larger projects (quoted value above \$2,000): a progress payment structure will be outlined in the quote document and forms part of this agreement.

3.2 Accepted payment methods include credit/debit card, bank transfer, and EFTPOS. Cash payments are accepted only where confirmed in advance. All card payments may include a processing surcharge as permitted under the Competition and Consumer Act 2010. Any card surcharge will not exceed PQEA's reasonable cost of accepting that payment method and will be disclosed before payment is taken.

3.3 Invoices not paid within 7 days of the due date will incur a late payment fee of 2% of the outstanding balance per calendar month (or part thereof). PQEA reserves the right to recover reasonable debt collection and enforcement costs that PQEA is legally entitled to recover.

3.4 PQEA may withhold non-statutory service records, warranty documentation, optional reports, and non-essential administrative documents until all outstanding amounts are paid in full. PQEA will not withhold any certificate, notice, or document that PQEA is legally required to provide under electrical safety law or any other applicable law.

4. Scheduling, Rescheduling, and Cancellations

4.1 Appointment times are estimates. While PQEA will make every effort to arrive within the scheduled window, delays may occur due to traffic, prior jobs, or unforeseen circumstances. PQEA will notify you as soon as practicable if a delay is expected.

4.2 You may cancel or reschedule a booking at no charge by providing at least 24 hours notice prior to the scheduled appointment time.

4.3 Cancellations or reschedules with less than 24 hours notice may incur a cancellation fee of \$80 (inc. GST) to cover technician allocation and travel costs.

4.4 Where PQEA attends the booked location and is unable to complete the work due to circumstances within your control (including: restricted access, absence of an authorised adult, site not ready, safety hazards not disclosed), a call-out fee of \$120 (inc. GST) applies.

4.5 Subject to your rights under the Australian Consumer Law, any deposit paid for supply-and-install services is non-refundable once the product has been ordered, except where PQEA is unable to fulfil the booking.

5. Customer Authority

5.1 You warrant that you are the property owner or are authorised by the property owner, landlord, managing agent, body corporate, or other relevant authority to request and approve the work described.

5.2 You are responsible for obtaining any required approvals before PQEA attends, including approvals from a landlord, body corporate, managing agent, or relevant authority. PQEA accepts no liability for costs or disputes arising from your failure to obtain required approvals.

6. Your Responsibilities

6.1 You agree to:

- ensure PQEA technicians have safe, unrestricted access to the work area;
- disclose all known information relevant to the work, including prior electrical issues, modifications, or the presence of hazardous materials;
- ensure an authorised adult (18+) is present at the property for the duration of the works;
- ensure the work area is clear of obstructions prior to the technician's arrival;
- not interfere with or tamper with any work in progress.

6.2 Failure to meet these responsibilities may result in the booking being cancelled, additional charges being applied, or warranty coverage being limited to the extent that your failure caused or contributed to the relevant issue.

7. Customer-Supplied Products

7.1 Where you supply a product for PQEA to install, you are responsible for ensuring the product is new, complete, compliant with Australian Standards, suitable for the intended location, and supplied with all required parts, mounting hardware, accessories, and manufacturer instructions.

7.2 PQEA may refuse to install any customer-supplied product that appears unsafe, non-compliant, damaged, incomplete, unsuitable, incompatible with existing infrastructure, or inconsistent with manufacturer instructions. Where PQEA attends and reasonably declines to install a customer-supplied product, the call-out fee in clause 4.4 applies.

7.3 PQEA is not responsible for product defects, missing parts, incorrect specifications, product performance, supplier warranty claims, product recalls, or any delays caused by issues with customer-supplied products.

7.4 Additional labour, return visits, alternative materials, fault finding, or remedial work required because of customer-supplied product issues will be quoted and charged separately.

8. Unsafe or Non-Compliant Conditions

8.1 If PQEA identifies an unsafe or non-compliant condition during the course of any work, PQEA may:

- suspend or cease work immediately;
- isolate or disconnect affected equipment or circuits where reasonably necessary for safety;
- recommend remedial work before proceeding.

8.2 PQEA is not required to energise or leave energised any installation, circuit, or equipment that PQEA reasonably considers unsafe or non-compliant. Where work is suspended or ceased for safety reasons, no cancellation fee applies, but any work performed to that point remains payable.

9. Lifetime Labour Guarantee

Our Commitment to You

PQEA stands behind every job we do. If any issue arises that is directly attributable to our workmanship, we will return and fix it at no labour cost to you, for as long as you own or occupy the property at the time of the original work.

9.1 PQEA provides a lifetime labour guarantee on all standard residential services performed by our licensed electricians. This guarantee means:

- if a fault is identified that is directly caused by our installation or workmanship;
- and you remain the owner or occupier of the property where the work was performed;
- PQEA will return and rectify the fault at no additional labour charge.

9.2 The lifetime labour guarantee does not cover:

- faults caused by subsequent misuse, modification, or interference with PQEA's work by any party other than PQEA;
- damage caused by events outside PQEA's control, including power surges, flooding, storm damage, fire, or acts of God;
- fair wear and tear or the natural lifespan of components;
- faults arising from pre-existing wiring or infrastructure that PQEA identified (or could not have reasonably identified) as a risk at the time of installation;
- consumable items such as globes, fuses, batteries, or filter elements;
- any work performed under a Promotion or limited offer where the promotional material expressly states that different warranty terms apply (see Section 10);
- work where the property has changed ownership or tenancy since the time of service.

9.3 Product warranty (including manufacturer defects) is governed by the relevant manufacturer's warranty policy and the Australian Consumer Law, not this guarantee. PQEA will assist in facilitating product warranty claims where applicable.

9.4 To invoke the lifetime labour guarantee, you must contact PQEA within a reasonable time of discovering the fault at admin@pqelectrical.com.au or 0485 838 408.

9.5 Nothing in this Lifetime Labour Guarantee limits, excludes, or replaces any rights or remedies you may have under the Australian Consumer Law or any other non-excludable law.

10. Promotional Offers and Limited Conditions

Important: Promotions have different warranty terms

Services booked under a promotional or limited offer carry different warranty conditions to PQEA's standard services. Read the promotional material carefully or ask us before booking.

10.1 From time to time, PQEA may offer Promotions at reduced prices or with special inclusions. Promotions are subject to these Terms together with any specific conditions stated in the promotional material.

10.2 Unless the promotional material expressly states otherwise, the following conditions apply to all Promotions:

- The Lifetime Labour Guarantee (Section 9) does not apply to services performed under a Promotion.
- A 12-month labour warranty applies in its place, covering defects in PQEA's workmanship for 12 months from the date of service completion.
- The Promotion price reflects the specific scope of work described. Any variations or additions to scope will be quoted and charged separately.

- Promotions cannot be combined with other offers or discounts unless expressly stated.
- PQEA reserves the right to withdraw or modify any Promotion at any time, subject to honouring confirmed bookings made prior to withdrawal.

10.3 Unless expressly included in the promotional material or accepted quote, all promotional pricing excludes: new circuits; switchboard upgrades; RCD or RCBO upgrades; timers or controllers; wall chasing; patching, painting, or tile repair; asbestos-related work; fault finding; non-standard wall or ceiling construction; work requiring extended or difficult access; removal or disposal of old equipment; return visits caused by customer-supplied product issues; and work outside PQEA's advertised service area.

10.4 Example: The Winter Heated Towel Rail Install Offer is a promotional service. It carries a 12-month labour warranty only and does not include the Lifetime Labour Guarantee. Standard install scope applies. All other Terms apply.

10.5 Nothing in any promotional warranty limits, excludes, or replaces any rights or remedies you may have under the Australian Consumer Law or any other non-excludable law.

11. Workmanship, Safety, and Compliance

11.1 All electrical work performed by PQEA is carried out by or under the supervision of a licensed electrical contractor in Queensland, in accordance with the Electrical Safety Act 2002 (Qld) and the relevant Australian Standards (AS/NZS 3000).

11.2 Where required, PQEA will issue a Certificate of Test and/or an Electrical Safety Certificate for notifiable work. Certificates will be provided to you following completion of the relevant work. PQEA will not withhold any certificate that PQEA is legally required to provide under electrical safety law, regardless of payment status.

11.3 If PQEA identifies an existing fault, non-compliance, or safety hazard during a job that is outside the original scope of work, we will advise you immediately. We are not obligated to complete the original scope if doing so would create a safety risk or non-compliance. In such cases, no cancellation fee applies.

12. Limitation of Liability

12.1 Subject to any rights or remedies that cannot be excluded, restricted, or modified under the Australian Consumer Law or any other applicable law, PQEA's total liability to you for any loss, damage, or claim arising out of or in connection with our services is limited to the total amount paid by you for the specific service giving rise to the claim.

12.2 PQEA is not liable for:

- indirect, consequential, special, or incidental loss (including loss of income, loss of use, or business interruption);
- loss or damage arising from pre-existing faults in your property's wiring, infrastructure, or fixtures not caused by PQEA;
- cosmetic damage that is unavoidable as a reasonable consequence of the work performed (for example: minor paint disturbance around access points), where you have been informed in advance;
- damage arising from your failure to follow manufacturer instructions or PQEA's post-installation recommendations.

12.3 Nothing in these Terms limits or excludes any guarantee, condition, or warranty implied by the Australian Consumer Law or any other non-excludable statutory right. Where permitted by the ACL, PQEA's liability is limited, at our option, to re-supply of the service or payment of the cost of having the service re-supplied.

13. Property Access and Care

13.1 PQEA technicians will take reasonable care when working at your property. Where access to walls, ceilings, or cavities is required, PQEA will discuss the approach with you before commencing.

13.2 You are responsible for removing and securing any valuables, fragile items, or personal property from the work area prior to the technician's arrival. PQEA accepts no liability for damage to items not cleared from the work area.

13.3 You should notify PQEA of any alleged property damage as soon as reasonably practicable, and preferably within 48 hours of the service, so PQEA can inspect and respond. This does not limit any rights you may have under the Australian Consumer Law or any other applicable law.

14. GST and Tax Invoices

14.1 All amounts payable under these Terms include GST where applicable. PQEA will issue a valid tax invoice upon completion of each service.

14.2 If you require invoices issued to a business entity, you must provide your ABN and business name at the time of booking.

15. Privacy and Data

15.1 PQEA collects personal information (including your name, contact details, and property address) to schedule, perform, and follow up on services. By proceeding with a booking, you consent to PQEA using this information for service delivery, invoicing, warranty administration, and direct marketing communications (from which you may opt out at any time).

15.2 PQEA will not sell, rent, or share your personal information with third parties except as required by law or as necessary to fulfil the service (for example: product suppliers or payment processors).

15.3 PQEA may take photos or videos of the work area for quoting, job records, safety documentation, compliance, warranty, quality control, and dispute management. PQEA will not use identifiable images of your property for marketing purposes without your consent.

16. Dispute Resolution

16.1 If you have a concern or complaint, contact us first at admin@pqelectrical.com.au or 0485 838 408. We are committed to resolving issues directly and promptly.

16.2 If a dispute is not resolved within 14 days of written notice to PQEA:

- where the dispute relates to electrical safety or electrical licensing, either party may contact the Queensland Electrical Safety Office;
- for consumer or service disputes, either party may approach the Office of Fair Trading or the Queensland Civil and Administrative Tribunal (QCAT);
- either party may also seek mediation through an agreed mediator before commencing legal proceedings.

16.3 These Terms are governed by the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of Queensland.

17. General

17.1 Entire Agreement. These Terms (together with any applicable promotional conditions and accepted quote documents) constitute the entire agreement between you and PQEA in relation to the services.

17.2 Variation. PQEA may update these Terms from time to time. The version in effect at the time of your booking applies to that booking.

17.3 Severability. If any clause of these Terms is found to be unenforceable, it will be read down or severed, and the remaining Terms continue in full force.

17.4 Waiver. A failure by PQEA to enforce any provision of these Terms is not a waiver of the right to enforce it in the future.

17.5 Assignment. You may not assign your rights or obligations under these Terms without PQEA's prior written consent.

17.6 Licence. PQEA will display its Queensland electrical contractor licence number on all quotes, invoices, certificates, and advertising materials once the licence has been issued. Queensland electrical advertising regulations require PQEA to display its registered name and electrical contractor licence number in all advertising materials.

Contact

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