

SMOKE ALARM COMPLIANCE/TEST CERTIFICATE Job No: 150113

Client Details: Body Corporate for The Palazzo CTS 49194
Palazzo Apartments (PALA01)

Address: 70-74 Carl Street
WOOLLOONGABBA QLD 4102
Contact: Tricia Wolf
Phone(s): (07) 3067 1490, 0438 554 455
Owner: Unit 809 c/-

Property Details:

Unit 809, 70-74 Carl Street
WOOLLOONGABBA QLD 4102

SMOKE ALARM/SAFETY SWITCH DETAILS

Device	Location	TYPE	EXPIRY	TESTED	NOTES
RCD	Switchboard	Lights		29/05/2018	
RCD	Switchboard	Power		29/05/2018	
RCD	Switchboard	Power		29/05/2018	
SMOKE	Hallway	PE 240V	2023	29/05/2018	
SMOKE	Living	PE 240V	2023	29/05/2018	

The Smoke Alarm/s at this property have been tested and are compliant to the relevant sections of the Building Code of Australia.*

NOTE: To meet the requirements of Fire and Emergency Services (Domestic Smoke Alarms) Amendment Bill 2016, Building Fire Safety (Domestic Smoke Alarms) Legislation Amendment Regulation 2016 and AS3786:2014/Amdt 1:2015, additional Smoke alarm's will need to be installed in this property if it is

- Rented or sold after 1 January 2022
- Owner occupied after 1 January 2027
- Or if combined renovations occur to over 50% of the property

We certify that the safety switches have been tested to ensure it is electrically operational and are safe and is in accordance with the requirements of the wiring rules and any other standard applying to the electrical installation under the Electrical Safety Regulation 2013.

6.8 to notify Task immediately upon any proposed changes. The Client agrees to indemnify Task for any additional costs incurred with such a relocation of electrical wiring. In such instances, the invoice is accompanied with clause 4.2.

6.9 Where the Client discovers asbestos/hazardous materials whilst undertaking the works, the Client shall be obliged to ensure that the same and shall be entitled to suspend the works pending a risk assessment in relation to those materials. The Client shall be liable for all additional costs. (However arising from the discovery of asbestos/hazardous materials or any suspension of works in relation thereto.

6.10 Where Task agrees to remove any asbestos/hazardous materials on the Client's behalf, the Client shall be responsible for all costs incurred by Task in the removal and disposal those materials.

6.11 Both the Client and Task agree that they will at all times ensure that they comply with all relevant laws, regulations and bylaws of government, local and other public authorities that may be applicable to the works, including occupational health and safety laws relating to building/construction sites, and any other relevant safety standards or legislation, particularly those relating to the removal of asbestos (including its removal) and disposal of the same.

6.12 The Client accepts and acknowledges that Task shall not be accepted any responsibility for any damage or loss arising during the installation of power points, switches or data ports, in the event that any third party contractor employed by the Client has removed any or all reference to the positioning of power points, switches or data ports from the drawings or the board over the designated area. The Client accepts that installation of power points, switches or data ports will then be at the sole discretion of Task. If the Client believes that they have any claim in relation to the removal of such references, then such claim must be made against a third party contractor in the first instance.

7. Access/Damages

7.1 Task shall not be liable for any damage or damage caused in accessing the work site beyond reasonable control of Task (including, without limitation, to ceiling tiles and panels, false brickwork and rendered masonry surfaces) which Task shall be liable to rectify (at the expense of the Client's Works), unless due to the negligence of Task.

8. Underground Locations

8.1 Prior to Task commencing any work, the Client must advise Task of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, water mains, gas mains, electricity, sewerage, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services.

8.2 Whilst Task will take all care to avoid damage to any underground services, the Client agrees to indemnify Task in respect of all any liability claims, losses, damages or costs which Task may incur in relation to services not precisely located and notified as per clause 8.1.

9. Other Tradesmen

9.1 The Client agrees to indemnify Task from any damage caused by any other tradesmen during and after the completion of the Works. If the Client instructs Task to rectify any damage caused by any other tradesmen, this will become a variation to the contract and Task shall be charged at Task's normal hourly rate per clause 4.2.

10. Surplus Materials

10.1 Unless otherwise stated in this contract, only suitable new Materials will be used.

(a) demoulded Materials remain the Client's property; and

(b) Materials which the Contractor brings to the site which are surplus remain the property of the Contractor.

11. Title

11.1 Task and the Client agree that ownership of the Materials shall not pass until:

(a) the Client has paid Task all amounts owing for the particular Materials;

(b) the Client has met all other obligations due by the Client to Task in respect of all contracts between Task and the Client.

11.2 Receipt by Task of any form of payment other than cash shall not be deemed to be payment in full of any sums then due. Materials shall not be deemed to be the Client's ownership or rights in respect of the Materials shall continue.

11.3 It is further agreed that:

(a) where practicable the Materials shall be kept separate and identifiable until Task shall have received payment and all other obligations of the Client to Task;

(b) until such time as ownership of the Materials shall pass from Task to the Client Task may give notice in writing to the Client to return the Materials or any of them;

(c) Task shall have the right of stopping the Materials in transit if the Client fails to return the Materials to Task then Task or the Client's agent may (as the invitee of the Client) enter upon into land and premises owned, occupied or controlled by the Client where the Materials are situated and take possession of the Materials; and

(d) the Client is only a bailee of the Materials and until such time as Task has received payment in full of any sums then due, shall hold any proceeds from the sale or disposal of the Materials, up to and including the amount the Client owes to Task for the Materials, on trust for Task; and

(e) the Client shall not be entitled to the money of Task in any way which may be adverse to Task; and

(f) the Client shall not charge the Materials in any way nor grant nor otherwise give any interest over the Materials while the property of Task; and

(g) Task can issue proceedings to recover the Price of the Materials, sold notwithstanding that ownership of the Materials may have passed to the Client; and

(h) until such time that ownership in the Materials passes to the Client, if the ownership of the Materials passes to any other party, the Client will be the owner of the end products.

12. Personal Property Securities Act 2009 ("PPSA")

12.1 The Client acknowledges that the PPSA applies to the financing statement has the meaning given to it by the PPSA;

(a) financing charge statement has the meaning given to it by the PPSA;

(b) security agreement means the security agreement under the PPSA and between the Client and Task;

(c) security interest has the meaning given to it by the PPSA.

12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that the Client and Task shall constitute a security agreement for the purposes of the PPSA; and

(a) the Client shall create a security interest in;

(i) all Materials previously supplied by Task to the Client (if any);

(ii) all Materials that will be undertaken in the future by Task to the Client;

12.3 The Client undertakes to:

(a) promptly sign any further documents and/or provide any further information (such as information to be included in the financing statement) to ensure that the financing statement is duly perfected to the satisfaction of Task in all respects which Task may reasonably require to:

(i) register a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or rely on any other method of perfection of the financing statement;

(ii) not register a financing charge statement in respect of a security interest without the prior written consent of Task;

(iii) not register a financing charge statement in respect of a security interest in the Materials in favour of a third party without the prior written consent of Task; and

(iv) immediately notify Task in writing of any change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.

12.4 Task and the Client hereby warrant that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

12.5 The Client hereby warrants its rights to receive notices under sections 96, 115, 121(4), 130, 132(3)(3) and 132(4) of the PPSA.

12.6 The Client warrants its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

12.7 Unless otherwise agreed to in writing by Task,

reserves its right to request a verification statement in accordance with section 157 of the PSFA.

12.8 The Client shall unconditionally ratify any actions taken by the Contractor in accordance with clauses 12.3 to 12.5.

13. Defects, Errors and Omissions

13.1 The Client shall accept responsibility for any delay in the completion of (or materials on delivery) and shall within seven (7) days, (shortage in being of the essence) notify Task of any alleged defect, error or omission, (time being, time in quantity, damage or failure to comply with the contract) in writing. The Client shall have the opportunity to inspect the Works (Materials) within a reasonable time following such notification if the Client believes the Works (Materials) are defective in any way. If the Client shall fail to comply with this obligation, the Client shall be presumed to be free from any defect or damage. For defective Works (Materials), which Task has agreed in writing that the Client is entitled to reject, Task's liability is limited to the cost of replacement of the defective Works (Materials), rectifying the Works or repairing the Materials except where the Client has acquired Works (Materials) as a consumer within the meaning of the Trade Practices Act 1974 (Cth) or the Fair Trading Acts of the relevant state or territories of Australia, and in such case the Client shall be entitled to a refund or the replacement of the purchase price of the Works (Materials), rectification of the Works, replacement of the Works (Materials), or repair of the Works (Materials).

13.2 At the sole discretion of the Client, the Client shall not be accepted for return other than in accordance with 13.1 above.

14. Warranty

14.1 **Guarantee Consumer Law Statement**

Our goods come with Australia that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and your right to a replacement or refund will not be affected if the goods are used. You are also entitled to have the goods repaired and replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

14.2 **Warranty**

We grant to you a 12 month warranty from the date of practical completion on all goods and materials supplied by us in accordance with this contract.

14.2.1 In the event of any of the works or materials supplied by us suffering an electrical or mechanical failure within the warranty period and we fail to our choice either repair the fault, supply the services and materials again or pay for all parts, labour and service call out fees required for the works and materials to be repaired to normal working order subject to the following terms and conditions.

14.2.2 The benefits given to you by this warranty are in addition to any other rights and remedies you may have under the law relating to the goods or services to which this warranty relates.

14.3 **Limitations**

14.3.1 The maximum amount payable by you under this warranty is limited to the price paid by you for the works inclusive of GST.

14.3.2 This warranty does not extend to products used in the works which are not manufactured by the Contractor or supplied by the manufacturer's warranty and any guarantee expressed or implied by mandatory provisions of law.

14.3.3 This warranty shall not be taken to be permitted by law excludes liability for any consequential loss or claims for personal injuries or property resulting either directly or indirectly from any failure or fault of the works.

14.4 This warranty shall not be taken to be implied unless the works have been paid for in full.

14.5 What is not covered by this warranty

This warranty does not cover the following:

- Consumables including light globes, fluorescent tubes, batteries, fuses or other accessories.
- Normal maintenance costs.
- Product recalls.
- Damage caused by fire.
- Negligent, accidental or deliberate misuse.
- Unauthorised repairs or modifications.
- Liquid penetration.
- Electrical interference, power surges, voltage fluctuations or lightning.
- Vermis, pests or insects.
- Rust or corrosion.
- Abnormal or excessive usage.

14.6 **Making a claim**

14.6.1 You must notify us in writing of any claim under this warranty within 12 months from the date of practical completion of the works.

14.6.2 Your notification must be forwarded to us at the address at the head of this contract.

14.6.3 You must bear your own expenses incurred by you in making a claim under this warranty.

14.6.4 No claims under this warranty shall be accepted after 12 months from the date of practical completion of the works.

14.7 For Materials not manufactured by Task, the warranty shall be the current Task's warranty for the Materials supplied. Task shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.

15

15.1 Where Task has designed, drawn or written Materials for the Client, then the copyright in those designs and drawings and documents shall remain vested in Task.

15.2 The Client warrants that all designs or instructions to Task shall not cause Task to infringe any patent, registered design or trademark in the execution of the Client's order and that Task shall indemnify the Client against any action taken by a third party against Task in respect of any such infringement.

15.3 The Client agrees that Task may use any documents, designs, drawings or Materials collected for the purposes of advertising marketing, or entry into any competition.

16 **Default and Consequences of Default**

16.1 In the event of an overdue payment or default by the Client in the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Task's sole discretion such interest shall compound monthly) such a default shall constitute a breach of contract.

16.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Task.

16.3 If the Client fails to pay the amount due to Task within the time due, the Client shall indemnify Task from and against all costs and disbursements incurred by Task in pursuing the debt including legal costs on a solicitor and own Client basis and Task's collection costs.

16.4 Without prejudice to any other remedies Task may have, if at any time the Client is in breach of any obligation (including those relating to payment) under this contract, the Client shall supply the Materials to Task and any of its other obligations under the terms and conditions. Task will not be liable to the Client for any loss or damage the Client suffers because Task has exercised its rights under this clause.

16.7 If any amount remains due after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees on the Client and shall be payable.

16.8 Without prejudice to Task's other remedies at law Task shall be entitled to cancel all and any order of the Client which remains unfulfilled and all amounts owing to Task shall, whether or not due for payment, be immediately payable in the event that:

16.8.1 the Client becomes insolvent, or is placed in liquidation, or in Task's opinion the Client will be unable to meet its payments as they fall due; or

16.8.3 the Client becomes insolvent, convenes a meeting with its creditors in any form or proposes or purports to make any arrangement or assignment for the benefit of its creditors; or

16.8.4 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed to the Client's estate.

17 **Security and Charge**

17.1 Despite anything to the contrary contained herein or in any other rights that may be claimed by the Client or the Client and/or the Guarantor (if any) the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor (if any) shall jointly and severally provide a charge in the said land, realty or any other asset to Task or Task's nominee to secure all amounts and other monetary obligations payable under these terms and conditions and shall be bound to execute all documents in writing (including a mortgage or assignment) for the benefit of its creditors; or

17.2 the Client and/or the Guarantor (if any) agree to irrevocably and exclusively assign to Task all and any rights, claims, demands, including legal costs on a solicitor and own Client basis.

17.3.4 the Client and/or the Guarantor (if any) agree to irrevocably and exclusively assign to Task all and any rights, claims, demands, including legal costs on a solicitor and own Client basis.

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the provisions of this clause 17.1.

18.3. All work will be carried out in accordance with the Australian Standards that it is electrically safe and in accordance with the wiring rules and other standards applicable to the electrical installation under the Australian Electrical Safety Regulations 2002, AS/NZS 2000:2007 and Compliance with the Australian Electrical Safety Regulations 1997. All of the cabling work will comply with the Australian Communication Industry Wiring Rules technical standard AS/ACI 5009:2006.

18.4. The Client shall ensure that the Client's employees, subcontractors and any other persons, approvals, applications and permits that may be required for the works, and that are not included in the project documents provided by Task.

18.5. The Client shall ensure that the Client's employees, subcontractors and any other persons shall comply with safety laws relating to building/construction sites and any other relevant safety standards or legislation.

19. Dispute Resolution

19.1. If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall attempt to resolve the dispute by mutual agreement. If the parties are unable to attempt to resolve the dispute, All of the parties of each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be resolved either party shall be entitled to refer the dispute in writing delivered by hand or sent by certified mail to the other party refer dispute to arbitration.

19.2. Any arbitration shall be referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia, and conducted in accordance with the Institute of Arbitrators Australia Rules of Arbitration.

20. Cancellation

20.1. The Client may cancel any contract to which these terms and conditions apply or cancel delivery of Materials or any other Materials before the Materials are delivered by giving written notice to the Client. On giving such notice Task shall repay to the Client any sums paid in respect of the Price. Task shall not be liable for any loss or damage suffered by the Client.

20.2. In the event that the Client cancels delivery of Materials the Client shall be liable for any loss incurred by Task (including, any loss of profits) up to the value of the Materials.

20.3. Cancellation of orders for Materials made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

21. Privacy Act 1988

21.1. The Client and/or the Guarantors (herein referred to as the "Client") agree that Task may collect, use, store, disclose and transfer personal information about the Client in relation to credit provided by Task.

21.2. The Client agrees that Task may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the purpose of:

21.2.1. to assess an application by the Client; and/or

21.2.2. to notify other credit providers of a default by the Client; and/or

21.2.3. to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or

21.2.4. to assess the creditworthiness of the Client.

21.3. The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history and credit history that credit providers are allowed to exchange under the Privacy Act 1988.

21.4. The Client consents to Task being given a consumer credit report to collect overdue on commercial credit (Section 18K(1)(u) Privacy Act 1988).

21.5. The Client agrees that personal credit information provided to Task may be used and/or disclosed by Task to:

21.5.1. to provide the Client with credit facilities; and/or

21.5.2. for purposes as shall be agreed between the Client and Task or required by law from time to time.

21.6. The Client agrees that Task may collect, use, store, disclose and transfer personal information about the Client in relation to credit provided by Task, its agents or distributors; and/or

21.6.1. analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Materials; and/or

21.6.2. processing of any payment instructions, direct debit facilities and/or credit facilities provided by the Client; and/or

21.6.3. enable the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Materials.

21.7. Task may give information about the Client to a credit reporting agency for the following purposes:

21.7.1. to obtain a consumer credit report about the Client; and/or

21.7.2. to add the credit reporting agency to the Client's credit history or credit information file containing information about the Client.

21.8. The information given to the credit reporting agency may include:

21.8.1. personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number); and/or

21.8.2. any other information concerning the Client's credit for credit or commercial credit the amount requested; and/or

21.8.3. advice that Task is a current credit provider to the Client; and/or

21.8.4. any outstanding monies which are overdue by more than sixty (60) days, and for which debt collection action has been started; and/or

21.8.5. any outstanding monies which are overdue by more than sixty (60) days, and for which debt collection action has been started; and/or

21.8.6. any outstanding monies are no longer overdue in respect of any default that has been listed.

21.9. The information that Task provides to the credit reporting agency is committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations); and/or

21.9.1. that the Client owes Task more than one hundred dollars (\$100) or more, have been dishonoured more than once; and/or

21.9.2. that credit provided to the Client by Task has been paid or otherwise discharged.

22. Unpaid Task's Rights

22.1. Where the Client has left any item with Task for repair, replacement, modification, exchange or replacement of the item and Task has not received or been tendered the whole of the Price, or the payment has been dishonoured, Task shall have:

22.1.1. the right to retain the item; and/or

22.1.2. the right to retain the item for the Price while Task is in possession of the item;

22.2. the right to sell or dispose of the item.

22.3. The lien of Task shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

23. General

23.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

23.2. If any provisions of these terms and conditions are inconsistent with the PSPSA, the PSPSA shall prevail to the extent of that inconsistency.

23.3. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

23.4. Task shall be bound on no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach of Task's terms and conditions.

23.5. In the event of any breach of this contract by Task the remedies of the Client shall be limited to damages that the Client shall have suffered the Price of the Materials.

23.6. The Client shall not be entitled to set off against, or deduct from the Price, any sums due or claimed to be due by Task to the Client without payment of any invoice because part of that invoice is in dispute.

23.7. Task may licence or sub-contract all or any part of its rights and obligations without the Client's consent.

23.8. The Client agrees that Task may review these terms and conditions at any time. If following any such review, there is to be any change in these terms and conditions, then the Client shall be deemed to have accepted on which Task notifies the Client of such change.

23.9. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, or any other event beyond the reasonable control of either party.

23.10. The failure by Task to enforce any provision of these terms and conditions shall not constitute a breach of this provision, nor shall a Task's right to subsequently

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