

Terms & Conditions for Super Savings Subscription

The terms and conditions that are set out in this document (the “Agreement”) are the conditions under which Saunders Electrical Group Pty Ltd (the “Company”) will perform the Services for the Customer (referred to as “you” or “your”). This document therefore constitutes a legally binding contract between the Company and the Customer.

1. Services & Fees

- a. As a subscriber to Saunders Electrical Group’s Super Savings Subscription, you are responsible for a subscription fee and that covers your use of the service up to your selected service usage entitlement.

All of the Company’s subscriptions require commitment. To learn more about these services and fees, see our [pricing](#).

2. Payment & Charging

- a. Payment must be made via Stripe. Once you have entered all the necessary information in the Company’s website, you will be directed to the payment page.
- b. If you choose to pay in full, you will pay one (1) upfront annual payment of \$440.
- c. If you choose to pay monthly, you’re charged your recurring subscription fee of \$39 when your subscription starts and again at the start of every subsequent billing period thereafter.

3. Overage Fees

- a. Overage fees are additional fees that you incur if you go over your service usage entitlement. The Company only charges overage fees on the service usage beyond your selected service usage entitlement.

4. Failed & Missed Payments

- a. The Company reserves the right to temporarily suspend your access to the services if you fail to pay or are in violation of our standard terms. Contact the Company [customer support](#) to restore your subscription.

5. Refund Policy for Pre-Paid Subscription Cancellations

- a. The Company does not offer refunds (prorated or otherwise) if you cancel before the end of your current term. By subscribing, you agree to pay for the subscription fee, as stated under Payments & Charging.

6. Booking

- a. The Company will be in contact with you 2 weeks prior to the annual service date to arrange a booking for the annual service.

7. Your Responsibility

- a. You will ensure that the Company has uninterrupted access to the site at which the services will be performed for the duration of the services.
- b. You acknowledge and agree that:
 - (i) any building or construction sites on which the Services are performed will comply with all applicable occupational health and safety laws relating to building and construction sites and any other relevant safety standards or legislation; and
 - (ii) the Company is not responsible for the removal of rubbish from or clean-up of the site at which the services are performed.

8. Completion Time

- a. Any date or time quoted for delivery and completion of the services is an estimate only and the Company shall endeavour to complete the services at a time or times you required, but failure to do so shall not confer any right of cancellation, termination, or refusal of delivery on your part

or render the Company liable for any loss or damages directly or indirectly you sustained as a result thereof.

- b. You will not be relieved of any obligation to accept or pay for services by reason of any delay in delivery or any strike, lockout, unavailability of raw materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any Laws, regulations, Governments or agency's thereof and any other cause beyond the control of the Company or any other cause whatsoever.

9. Installation Works

- a. All electrical installation work will comply with any amendments in force at the time of the works.
- b. All electrical installation work will comply with applicable Building Regulations in force at the time of the works.
- c. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations. Any works found required to bring the necessary parts of the existing installation up to standard will be at additional cost.
- d. Unless stated otherwise, all cables will be concealed by chasing into the building fabric or concealed in building voids, under floors, etc. Where impracticable, cabling will be neatly surface run, either clipping direct or housed in trunking / conduit.
- e. Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to affect a fully satisfactory reinstatement.
- f. All endeavours will be made to undertake installation work to a clean standard.
- g. The agreement outlines the expected duration of the installation work.
- h. Whilst undertaking the inspection and/or installation work at the property, you are required to provide water and power free of charge.

10. Working hours

- a. The Company will provide the Services during 7:00am – 4:00pm Monday to Friday unless otherwise stated.
- b. You agree that if you require the Company to perform services outside of the nominated hours, then you may be charged extra to reflect award penalty rates for that part of the services performed outside of those hours.

11. Force Majeure

- a. The Company shall not be liable for any failure or delay in supply or delivery of the Services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

12. Hazardous Materials

- a. You ensure that the services will be executed in a hazardous material free environment. It is a strict condition that you accept full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be performed.

13. Warranties

- a. The Company warrants that:
 - (i) the Services will be carried out in accordance with the current Building Code of Australia (to the extent required under the Environmental Planning and Assessment

- Act 1979 (NSW)) and all relevant laws, codes, standards, specifications, any development consent or complying development certificate and legal requirements and in an appropriate and skillful way; and
- (ii) at all times the Company will hold all licenses required to carry out and complete the services.
- b. The Company may limit the liability for a failure to comply with clause 13(a) if the failure relates to:
- (i) a design or specification prepared by or on behalf for you; or
 - (ii) a design or specification you require, if the Company have advised you in writing that the Company goes against this part.
- c. To the maximum extent permitted by law, the sole liability of the Company to you in respect of any defective services (at the election of the Company) is limited to:
- (i) the re-supply of the defective services to you;
 - (ii) a refund of the price you paid for the defective services.

14.Approvals

- a. You will be responsible for any application and cost necessary for the approval of the services; this includes approvals from any public authority to occupy and use the completed work.
- b. The cost of seeking any approval is not included in the pricing.
- c. Where you are required to obtain approvals prior to starting work under this Agreement, and if the approvals have not been obtained within thirty (30) business days of the date of this Agreement, either party may terminate the Agreement by written notice at the expiry of the thirty (30) business day period.

15.Live Work Clause

- a. It is the Company's strict policy to only undertake live work or work near live conductors where it is safe to do so, particular emphasis is placed on: Compliance with AS/NZS 4836:2001 "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and State Statutory Acts and Workplace Regulations". The Company's live work procedure is designed to eliminate risk of injury to the employees, damage to your installations and unexpected power disconnections. The above may require the Company to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.

16.Exclusions

- a. Clearing and/or moving of furniture and other items blocking access to work areas are not included.
- b. Removal from site and disposal of rubble, fittings, wiring, materials, general waste, and packaging is not included.
- c. Excavation or trenching are not included.

17.Termination

- a. Termination by Us

We may terminate these Terms, and we may limit, suspend, change, or remove your access to any or all Services, at any time for any reason. If commercially reasonable, we will take reasonable steps to notify you before taking any action that restricts your access to the Services. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate these Terms of Service at any time without notice to you and accordingly we may terminate your access to the Super Savings Subscription Services.

- b. Termination by You

You may terminate your subscription at any time and for any reason by writing a 'Request for Cancellation' to the Company. Termination will be effective on the date that your account is

closed. You will not be entitled to a refund of any monies you paid prior to the date of termination. If you are paying monthly and you cancel the subscription before the year ends, you will need to pay out the remainder of the year/balance owing of the \$468.

18. Defects Liability Period

- a. The Company warrants the Company's workmanship for all works for a period of one (1) year from the date of completion provided such defects are not caused by another party or manufacturer's warranty.
- b. You must provide the Company with written notification of any defects prior to the expiration of the Defects Liability Period.

19. Insurance

- a. The Company will effect and maintain Public Liability Insurance to a value of not less than \$20,000,000 and WorkCover insurance in accordance with the requirements of applicable legislation for all or any of the Company's employees.
- b. The Company will provide you with evidence of the existence of these policies at your request.
- c. Prior to the start of Services for the Contract Price above \$20,000, the Company will provide evidence of Home Building Compensation Insurance.

20. Assignment and Third-Party Beneficiaries

- a. You must not assign your rights or obligations under these Terms to anyone without our prior written consent.
- b. The Company may delegate performing their obligations, and the Company may assign their rights and obligations under these Terms to affiliates, at any time for any reason by providing notice to you.

21. Identification and Prevention of Fraud

- a. You agree that:
 - (i) Information you provide about yourself and your use of the Super Savings Subscription Services must be complete and accurate as of the time provided, and you must keep this information up to date;
 - (ii) To the extent law allows, we and our service providers may verify your identity.
 - (iii) You must notify us immediately if you become aware of any unauthorized use or access to your account. You are responsible for any actions taken through the use of your credentials, except for actions taken after you have told us that your account or credentials have been compromised.

22. Communications via Text, Push Notification, Email, and Phone

- a. To the extent allowable under law, by providing the Company with a phone number, you consent to receiving text (SMS) messages, push notifications, and phone calls from the Company. Such communications may include, but are not limited to, requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, requests for product feedback, and marketing or promotional communications. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates your cell phone carrier applies may apply to the text messages we send you.
- b. You may opt-out of receiving promotional email communications we send to you by contacting the Company [customer support](#).

23. Feedback

- a. You may choose to submit feedback, ideas, and suggestions about the services, but it is never required. You may provide us with feedback by contacting the Company [customer support](#). You agree that we may use and share all feedback, ideas, and suggestions you submit for any purpose and without compensation or obligation to you.

24. Contact

- a. If you have a question about how these Terms apply to you, please contact the Company [customer support](#).