

Jaka Trades

Jaka All Trades

General Terms and Conditions

- 1). JAKA TRADES reserves the rights to update/change our terms and conditions agreement at our own discretion, without warning. It is the responsibility of the customer to stay informed of changes. Our terms and conditions are readily available.
- 2). a) By paying a deposit you are consenting and agreeing, by default, to all Terms and Conditions laid out by JAKA TRADES (b) You understand that all will be enforceable.
- 3). By entering any contract with JAKA TRADES you are agreeing that you have read and understood all Terms and Conditions, including but not limited to those most relevant to you based on which service you are being provided.
- 4). (a) Across all JAKA TRADES services, any changes or variations to the scope of work initially agreed to via all channels including but not limited to plans, quotes, invoices, tenders etc, will incur extra charges and be adjusted accordingly. (b) you understand that you are liable for any extra cost incurred due to changes or variations to originally agreed upon scope of works.
- 5). (a) JAKA TRADES will not be liable for any damages caused by other companies or trades. (b) JAKA TRADES will not be liable for any issues that arise as a result of other companies or trades. (c) JAKA TRADES will not be liable for any issues and/or costs that are associated with plumbing, electrical, gas, NBN etc that may get damaged. I understand that, as the consumer, it is my responsibility to utilise services such as "search before you dig" or similar prior to work commencing.
- 6). JAKA TRADES will not be liable for any cosmetic damages that may occur as a result of carrying out our services. I understand that JAKA TRADES will always undertake work with due care and take appropriate precautions. I understand that unforeseen circumstances do arise, and some errors are unavoidable which may result in cosmetic damage. I, therefore, accept that JAKA TRADES accepts no liability or responsibility for cosmetic damages caused. All cosmetic damage included and extending to; grass, rocks, dust, dirt etc.
- 7). (a) JAKA TRADES will not be liable; and takes no responsibility for sudden or unexpected weather events that may cause damage to our work or interrupt our services. (b) JAKA TRADES will make the best call based on forecasts available prior to work commencing. (c) I accept that JAKA TRADES or any person working under or for JAKA TRADES is not liable for any damages, cost, loss, loss of productivity etc related to any issues that may arise from the weather.
- 8). (a) By entering a contract with JAKA TRADES you are aware that it is your responsibility as the client or owner to have all permits, council approvals, mandatory inspections, engineering, search before you dig etc before entering a contract with JAKA TRADES. (B) JAKA TRADES is not liable for any losses including financial losses that may be incurred due to the correct approvals, permits, mandatory inspections or engineering not being in place prior to job commencing. (c) You are aware that JAKA TRADES reserves the right to pass on any fees, charges, restocking fees, cancellation fees, administrative fees, loss of productivity charges, costs or financial losses incurred due to the client postponing or cancelling jobs, especially with minimal notice. (d) minimal notice is dependent and to the discretion of JAKA TRADES and any other companies, businesses, trades, contractors JAKA TRADES has engaged as part of completing the job. (e) JAKA TRADES will charge cancellation and administrative fees, loss of productivity costs for any jobs that are cancelled after the deposit has been made. (f) JAKA TRADES will not be liable or held accountable for any work completed where the owner has not had or advised that they have, when they haven't; the correct

approvals, mandatory inspections, permits, engineering, search before you dig etc. This is solely the responsibility of the client to ensure they have all the correct information and approvals etc. as laid out in section 8). (a).

9). (a) Any and all JAKA TRADES terms and conditions are applicable and enforceable. (b) All copies and variations of our Terms and Conditions are interchangeable across all services offered by JAKA TRADES regardless of the heading listed above the terms and conditions.

10). The client or owner agrees to indemnify, defend or hold harmless JAKA TRADES, the owner/s, contractors, employees or agents from any and all losses, including financial losses, loss of productivity, claims, damages to property, injury to any person, costs or expenses that may arise out of the job being completed or the job being cancelled etc

11). Severability. In the event any section, subsection, sentence, clause, phrase, word, provision or application found to be invalid, illegal, unconstitutional or unenforceable in any jurisdiction, that finding shall not affect or undermine the validity of any other section, subsection, sentence, clause, phrase, word, provision or application in any jurisdiction. All other sections, subsections, sentences, clauses, phrases, words, provisions or applications will remain in full force and effect and be unaffected by any such severance.

12). Jurisdiction. The law relating to this agreement shall be the law of the State of Queensland.

13). JAKA TRADES reserves the rights to update/change our terms and conditions agreement at our own discretion, without warning. It is the responsibility of the customer to stay informed of changes. Our terms and conditions are readily available.

14). (a) Cancellations of any kind, including before or during the job will forfeit any payments, including deposits. JAKA TRADES will not be liable, under any circumstances, for any costs involved in a job cancellation, for any reason. (b) JAKA TRADES may offer you a credit. This is to the discretion of JAKA TRADES and each circumstance will be individually evaluated.

Concrete Terms and Conditions

1). JAKA TRADES reserves the rights to update/change our terms and conditions agreement at our own discretion, without warning. It is the responsibility of the customer to stay informed of changes. Our terms and conditions are readily available.

2). Changes or Variations. (a) Any changes/variations to the scope of work laid out in the estimate and/or invoice, will be the financial responsibility of the customer. All changes and variations will be discussed with customers. (b) Any cost due to changes/variations will be added to the invoice and adjusted accordingly.

3). Cancellation Policy. (a) Clients will be fully liable for any cancellation fee incurred by suppliers. Under some circumstances this cancellation policy will be enforceable on reschedules. (b) Fees and charges will be applied for any charges incurred by suppliers for cancellations, labour, any materials and/or equipment that has been ordered/pre-purchased for the job in question. (c) Cancellation related fees and charges will be deducted from the deposit paid. (d) Under some circumstances refunds may be non-refundable due to JAKA TRADES being reliable for other companies and trades refund policies.

4). Property. (a) All property, products and materials, including concrete that has been laid by JAKA TRADES, remains the property of JAKA TRADES until such time that full payment has been received. (b) All products, materials and property may be repossessed as a result of non-payment.

5). Delays. (a) Circumstances may arise/result in delays due to events such as (but are not limited to); unforeseen circumstances, weather, delivery of products, rescheduling, bookings etc. Due to these situations being beyond our reasonable control we do not take responsibility for such delays and any losses that may be incurred by the clients.

6.) Safety. (a) If for any reason JAKA TRADES deems any circumstance unsafe to perform work/service, we reserve the right to suspend or reschedule the job. Some examples may include but are not limited to; offensive/abusive/disrespectful behaviour or language, excessive temperatures, gas/electrical or sewage issues.

7). Email, Text, Call and Verbal. (a) Anything agreed upon by any mode of digital or verbal agreements will be upheld to these terms and conditions.

8). Limitation of liability. (a) In no event, will JAKA TRADES be liable for any costs associated with or resulting in damage due to earth works for plumbing, electrical cables, gas lines, sewage etc. (b) JAKA TRADES will not be liable for any cosmetic damage extending to; grass, dust, rocks, and accidental damage as a result of carrying out service, without negligence. (c) JAKA TRADES will not be liable for any damages caused by other companies and trades. (d) JAKA TRADES will not be liable for any costs incurred due to variations on jobs. (e) JAKA TRADES will not be liable for any costs incurred due to cancellation or reschedule. Liability for costs will be the responsibility of the customer and invoices will be adjusted accordingly. (f) JAKA TRADES will not be liable for any costs incurred to the customer in the event of repossession of materials, property or products due to non-payment and failure to meet financial responsibilities. (g) If JAKA TRADES has completed work to industry standards, with due care, skill and has not been negligent in our actions we will not be liable for any costs. Clients will be liable for full payment, unless proof can be provided that the job is not up to industry standards. If proof is provided, then negotiations will take place. (h) JAKA TRADES will not be liable for any costs or losses incurred by the customer due to delays. (i) JAKA TRADES will not be liable for any costs or delays incurred by the customer in the event the job needs to be suspended or rescheduled due to safety concerns. (j) JAKA TRADES is not liable for any costs related to the above listed limitation of liabilities.

9). Agreement. (a) By paying a deposit you are consenting and agreeing by default to JAKA TRADES Policies, Procedures and Terms and Conditions. (b) You understand that all the above will be enforceable. (c) In the event an agreement cannot be met, issues may be taken further, eg. Mediation, QCAT, debt collection etc.

10). Severability. In the event any section, subsection, sentence, clause, phrase, word, provision or application found to be invalid, illegal, unconstitutional or unenforceable in any jurisdiction, that finding shall not affect or undermine the validity of any other section, subsection, sentence, clause, phrase, word, provision or application in any jurisdiction. All other sections, subsections, sentences, clauses, phrases, words, provisions or applications will remain in full force and effect and be unaffected by any such severance.

11). Jurisdiction. The law relating to this agreement shall be the law of the State of Queensland.

Dry Hire Terms and Conditions

1. Inspection. The Hirer has inspected the equipment prior to taking possession of the equipment and: - (a) Is satisfied that the equipment is clean, in good repair and in safe working order (b) Is aware of the proper use for which the equipment is designed and is satisfied that it is suitable for the purpose required (c) Is satisfied with the instructions given in the proper and safe manner of using the equipment and is familiar with its proper and safe use.

2. Use of Equipment. The Hirer agrees that the equipment is to be used (a) In a skillful and proper manner. (b) For the purpose and within the capacity for which it was designed. (c) For legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all Government Authorities in relation to the equipment (d) At the address provided by the Hirer and the equipment is only to be removed from this address for the purpose of returning it to the Owner (e) By the Hirer or suitably competent employees or, with the approval of the owner by a suitably competent, certified or licensed operator.

3. Period of Hire. The period of Hire shall commence from either (a) The commencement date and time as shown overleaf (a) The time when the equipment is delivered to the Hirer at the address contained overleaf, whichever is the earlier; and shall terminate (b) At the time when the equipment is returned to the Owner; or (c) At the time the Hirer notifies the Owner that the equipment is ready for collection by the Owner. Such notification will be deemed to have been properly given by e-mail or SMS by the Hirer to the Owner. (d) This period of hire shall terminate on whichever is the later event of 3.3 or 3.4. Notification by the Hirer that the equipment is ready for collection shall not relieve the Hirer for liability for the equipment until it is collected by the Owner.

4. Return of equipment and termination. The Hirer agrees to return this equipment to the Owner during regular business hours or as mutually agreed. The Owner may terminate this agreement at its sole discretion and the Hirer authorises the Owner and servants to enter upon such land as may be necessary to recover the equipment.

5. Hiring Charges. The Hirer will pay the hire charges at the rate and in the manner specified during the hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer.

6. Late Return. If the equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for extra hour or part thereof.

7. Delivery, Installation And Collection. If the Hirer requests the Owner to deliver or collect the equipment, the Hirer agrees to pay to the Owner all of the Owner's reasonable expenses occurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to provide access to the site.

8. Loading And Unloading Equipment. The Hirer is responsible for loading and unloading equipment. If an employee of the Owner assists in the loading or unloading of the equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to negligence.

9. Equipment Maintenance. The Hirer agrees to (a) Keep and maintain the equipment in a clean condition and good repair and working order (b) Advise the owner if a Service becomes due. (c) Supply all fuel necessary for the operation of the equipment at its own expense. (d) Repair or replace damaged tyres or tracks. (e) Give the Owner access to the equipment for inspection at any reasonable time without the Owner giving prior notice.

10. Equipment Failure. If equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of equipment and to notify the Owner immediately. The Hirer will on no account attempt to repair the equipment without the consent of the Owner and will immediately return the equipment to the Owner's premises if required to do so by the Owner. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, the Owner agrees, in its discretion, to (a) Repair the equipment within a reasonable time. (b) Make similar equipment available. (c) Adjust the rental charge.

The Owner shall in no circumstances be liable for any loss sustained by the Hirer.

11. Accident. The Hirer will immediately notify the Owner of any accident involving its equipment.

12. Cleaning And Repair. If the equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) including refueled, the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment, restoring it to good repair and working order, replacement of equipment which cannot reasonably be repaired or refueling.

13. Loss. The Hirer will be liable for the cost of replacement of equipment lost or stolen that has been supplied by the Owner, including but not limited to attachments, tools, transportation etc, while in its possession. The Hirer agrees to advise the Owner immediately of the loss, theft or damage, waiver does not apply to loss or theft.

14. Damage Waiver.

Unless the Hirer directs in writing to the contrary, the Owner will charge a premium for insurance for accidental damage to the equipment and the Owner thereby agrees to waive its rights to claim from the Hirer for any loss of or damage to the Equipment in excess of the sum equal to the list price of the Equipment in full or in part, or \$1200 (whichever is the greater). The waiver shall only apply to damage which was caused by fire, storm, earthquake, collision or accident and in the case of theft will not apply. The Hirer is to ensure their full understanding of these Damage Waiver conditions. (a) Upon payment by the hirer of the Damage Waiver Fee the Owner shall be responsible for the cost of repairs or the cost of replacement of the hired goods caused by damage to the hired goods during the hire period, subject to the exclusions listed (b) This clause in no way entitles the Hirer to, or implies the availability of compensation from the Owner for any liability incurred by the Hirer in relation to the use of the Hired Goods (c) This clause will not continue to operate after the expiration of the Hire Agreement unless an extension by the Owner is granted in writing and an additional fee is paid (d) This clause will not apply to loss or damage which in any way relates to or arises out of Burglary or theft. Breach of any statutory laws or regulations in connection with the use of the Hired Goods by the Hirer. Misuse, abuse, willful and or malicious acts, negligent and or reckless use and or overloading of the Hired Goods, Theft, loss or damage by whatever cause. Lack of lubrication or non- adherence to other normal maintenance regimes that could reasonably be expected of the Hirer under the Hire Agreement disregard for instructions given to the Hirer by the Owner in respect of the proper use of the Hired Goods or in

contradiction of the Manufacturer's instructions if supplied with the Hired Goods at the time of hiring. Unexplained disappearance of the Hired Goods. Theft of the Hired Goods in circumstances where on site security is available including, but not limited to, locked yards, building and sheds, where this security is not used by the Hirer to secure the Hired Goods whilst they are left unattended. Loading or offloading of Hired Goods using any lifting device causing the Hired Goods to leave the earth's surface of any sort for any reason.

15. Payment. Accounts are due and payable at the start of the Hire period. Hire, delivery and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. Where credit is extended terms are cash thirty (30) days from end of month of invoice.

16. Late Payment. Interest is payable on any amounts outstanding at the end of the hire period at the rate of 15% per annum.

17. Collection Costs. The Hirer agrees to pay all reasonable costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period.

18. Purchase Order. The use of your purchase order number on this contract is for your convenience and identification only. Absence of a purchase order number shall not constitute grounds for non-payment of rental charges when you have had possession, or the right to possession of the hired equipment.

19. Sublease, Loans Of Equipment And Assignments. The Owner may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer may not sublease or loan the equipment without the Owner's written permission and any purported assignment shall be void.

20. Stand Down. Should the Hirer wish to stand down an item of equipment he must phone the Owner each day on the day stand down is required and seek a stand down number from the Owner who will have the discretion to refuse the stand down and require the equipment to be returned forthwith or made available for collection. Any stand down will commence from the time permission is granted to the Hirer by the Owner. A reduced rate of 50% of the normal daily rate may apply at the sole discretion of the Owner.

21. Exclusion Of Warranties. This contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the equipment is suited for its intended use. The Hirer warrants that it has made its own independent inspection and has not relied on any representations by the Owner.

22. Indemnity. The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the equipment during the hire period whether or not due to the negligence of the Owner, its employee or agent or any other person and agrees to indemnify the Owner with respect to these claims. The Hirer will not allow any lien to be created over the equipment nor sell, transfer, mortgage or charge the equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons.

23. Severability. In the event of any part of this Agreement becoming void or unenforceable, whether due to the provision of any statute or otherwise, then that part shall be severed from this Agreement, to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any such severance.

24. Jurisdiction. The law relating to this agreement shall be the law of the State of Queensland.

25. Definitions. In this agreement the following expressions shall have the

following meanings (a) The "Owner" is JAKA TRADES (ABN 65 683 314 454). (b) The "Hirer" is the person, business or corporation hiring equipment from the Owner. (c) The "Equipment" and the "Hired Goods" means all equipment, plant, tools, accessories, parts and trailers supplied to the Hirer.

26. Calculation Of Charges. One day's hire is payable for any twenty-four (24) period or part thereof.

27. Hirer's Warrant Representations. The Hirer warrants and represents that (a) The Hirer has full power and authority to execute this Agreement and to perform and observe all of its terms and provisions (b) This Agreement has been duly executed by the Hirer and is a legal and binding agreement of the Hirer enforceable against it in accordance with the terms of this Agreement (c) The Hirer has disclosed to the Owner all facts, circumstances and other information of

which the Hirer knows or should reasonably know relating to the hire of the Equipment and which are material to, or may have an effect on, the Owner (d) The Hirer holds all licenses, permits and authorities required to operate the Equipment; and (e) The hire of the Equipment will not breach any law or requirement or direction of any authority.

28. The hirer is responsible for 'search before you dig' or similar. The hirer is responsible for locating any underground services and for any damage caused to same while operating the hired equipment. JAKA TRADES excepts no responsibility or liability for any damage caused to any property or services including, but not limited to; NBN, gas, electricity, water, sewage etc.