



**PWR**

PWR GENERAL TERMS AND CONDITIONS

## PWR Terms and Conditions

- Intellectual property and all goods remain the property of PWR until payment in full has been received.
- Intellectual property, when released by PWR under license or written consent, shall not be issued, released, transferred or otherwise assigned to any other entity by the license holder without express permission from PWR.
- All invoices for labour are strictly 14 days from date of invoice, invoices for equipment and other services shall be 30 days.
- Payments exceeding 30 days from the date of invoice may result in further scheduled works being placed on hold and PWR reserve the right to charge 5% above the base rate per annum on all invoices exceeding PWR payment terms.
- Intellectual property licences issued by PWR may be individually negotiated to suit the intended scope of use for each product.
- PWR must be notified within 7 working days from receipt of any damaged goods or incorrect orders. All returns must be approved by PWR prior to despatch – goods returned without PWR consent will not be accepted. Incorrect orders, through no fault of PWR or its representatives may be subject to a re-stocking fee.
- In the event of damaged products upon receipt of goods, the purchaser must note the damage on the consignment note at the time of delivery otherwise PWR, nor the carrier, will be held liable. If damages occur to goods delivered via the purchaser's carrier PWR will not be held liable.
- Minimum Charge for vehicles and equipment is one month hire.
- A minimum administration charge is applicable for cancellation of services 14 days prior to the scheduled start date. Cancellation less than 14 days and greater than 7 days prior to the scheduled start date is subject to 50% of the total quoted charge or one month (where applicable). Cancellation less than 7 days prior to the scheduled start date is subject to 100% of the total quoted charge with a maximum charge of one month (where applicable).
- All contract ancillary costs borne by PWR and subsequent contractor cancellation fees will be back charged to the value of the penalty incurred by PWR plus 10%.
- Personnel travel time and / or PWR vehicle transfers will be charged at the personnel hourly rate plus \$0.80c / kilometre (ex GST) to account for vehicle consumables (where applicable).
- All induction times, required validation of competencies and site specific pre-access training undertaken by PWR team members as directed by the client will be charged at standard hourly charge rate unless otherwise stated in contract.

- Administration support and / or management fees, where requested and agreed by the client to facilitate the contract will be charged at \$70.00 / hour (ex GST).
- Client requested site access medicals and fitness for work testing over and above PWR pre-employment testing within 6 months of currency will be back charged to the client at cost +10%.
- PWR will release team members to site in full length Hi Visibility clothing meeting Australian Standards minimum ancillary PPE. Any site specific uniforms and / or PPE is to be supplied by the client unless otherwise stated in contract.
- It is recognised by PWR management that all PWR employees may be asked to perform a wide range of tasks falling within their applicable vocational experience and qualifications. However, PWR employees reserve the right to refuse to perform a task issued to them that does not comply with applicable legislation, Australian Standards, falls outside their scope of training or specific contract requirements. In this instance PWR management may request resolution by mediation with site management.
- The client has the option to cease the hire of PWR personnel due to any legislative or policy infringement. PWR Management request this is undertaken in writing and the instance is documented in line with applicable employment legislation.
- If the site wishes to directly employ the contract PWR Officer or any personnel who have worked for PWR in the previous 6 months prior to being engaged, a fee associated with the transfer is applicable and invoiced to the client equivalent of 25% of the employee's gross annual average earnings unless otherwise negotiated with PWR management.
- The client accepts the responsibility to induct and provided sufficient workplace training to the PWR officer allowing them to effectively perform their tasks.
- Issue of a purchase order is considered acceptance of these terms and conditions