

Electrical Installation Workmanship Warranty (Residential)

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Ultimate Electric Services

ABN: 73 297 081 849

Address: Sydney NSW 2000

Email: contact@ultimateelectricservices.com.au

Phone: 0404 360 546

Website: <https://ultimateelectricservices.com.au>

I. Our Commitment and Your Rights (Mandatory ACL Statement)

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the **service**, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to a replacement or refund for a major failure with **goods** and for compensation for any other reasonably foreseeable loss or damage. If the goods fail to be of acceptable quality and the failure does not amount to a major failure, you are entitled to have the goods repaired or replaced.

This Express Warranty is provided by Ultimate Electric Services and is in addition to, and does not limit, your rights under the Australian Consumer Law.

II. Summary of Your Protections

We provide you with multiple layers of protection for your investment. This document outlines our 5-Year Express Warranty, which is a voluntary warranty provided by us *in addition* to your automatic, non-excludable rights under both national and state law.

The following table summarises the protections that apply to your electrical installation.

Table 1: Summary of Your Consumer Protections

Protection	Governing Law	Coverage	Time Period	Can it be Excluded?
Consumer Guarantees	<i>Australian Consumer Law (ACL)</i>	Service (Due care, fit for purpose)	"Reasonable" period (typically aligns with expected lifespan, e.g., several years for installations)	No
Statutory Warranty	<i>Home Building Act 1989 (NSW)</i>	Workmanship (Non-Major Defects)	2 Years from completion	No
Statutory Warranty	<i>Home Building Act 1989 (NSW)</i>	Workmanship (Major Defects)	6 Years from completion	No
Express Warranty	<i>Contract</i>	Workmanship (As defined in Sec. IV)	5 Years from completion	No (This is our voluntary promise)

III. Your Non-Excludable Statutory Protections

A. Australian Consumer Law (ACL)

As required by Australian Consumer Law, our installation service is automatically guaranteed to be:

1. **Provided with Due Care and Skill:** Our licensed electricians will perform the installation to a standard expected of a competent professional in our field.
2. **Fit for Purpose:** The installation will be fit for any particular purpose you made known to us before the work commenced (e.g., "to power my home office equipment").

B. NSW Statutory Warranties (Home Building Act 1989)

As your installation constitutes "residential building work" under the *Home Building Act 1989* (NSW), our workmanship is automatically covered by the following, non-excludable statutory warranty periods, commencing from the date of completion:

1. **6-Year Warranty for Major Defects:** A "major defect" is a defect in our workmanship that poses a significant safety risk or makes your dwelling uninhabitable.
2. **2-Year Warranty for All Other Defects:** Any other defect in our workmanship that is not classified as a "major defect".

IV. Our 5-Year Express Workmanship Warranty

In addition to all your statutory rights detailed in Section III, Ultimate Electric Services voluntarily provides a **5-Year Express Workmanship Warranty**.

This Express Warranty period commences from the date of completion as recorded on your invoice.

This warranty covers any defect in our **workmanship**. This includes the physical labour and ancillary materials used in the installation, specifically:

- The secure mounting of the equipment and any associated components.
- The installation, fixing, and termination of all electrical cabling and conduits.
- The connection to your property's switchboard and the installation of required circuit protection devices (e.g., RCDs, MCBs).
- The compliance of the installation with the AS/NZS 3000:2018 Wiring Rules and other mandatory standards.

If a defect in our workmanship becomes apparent within 5 years, we will, at our option and at no cost to you (including parts and labour), either:

- Re-supply the installation service; or
- Repair the defective workmanship.

This Express Warranty provides coverage for non-major workmanship defects that extends for 3 years *beyond* the 2-year statutory warranty period.

V. Warranty Exclusions (What This Warranty Does Not Cover)

This Express Workmanship Warranty, and our liability under the statutory warranties (to the extent permitted by law), does **not** cover:

1. **Product (Hardware) Faults:** This 5-Year Express Workmanship Warranty applies *only* to the quality of our installation labour and ancillary materials (conduits, cabling, etc.). It does **not** cover any fault, defect, error, or failure of the installed equipment *itself* (i.e., the hardware).

Your rights regarding faulty equipment are separate from this workmanship warranty and are covered by the Australian Consumer Law (ACL) consumer guarantees for goods:

- **If We Supplied the Equipment:** As the "supplier" of the goods, we are your first point of contact. We will manage your claim and provide a remedy (repair, replacement, or refund) for defective equipment in accordance with our ACL obligations. We will then handle the warranty claim with the manufacturer on your behalf.

- **If You Supplied the Equipment:** If you (the customer) purchased the equipment directly from another retailer, you must make your warranty claim directly with that retailer or the manufacturer. Our workmanship warranty remains valid for our installation, but we are not responsible for the remedy of customer-supplied goods.
2. **External Events:** Damage or faults caused by power surges, grid-wide "brown-outs" or blackouts, voltage fluctuations, lightning, fire, flood, "Acts of God," or other external events beyond our control.
 3. **Misuse, Neglect, or Third-Party Interference:** Damage or faults caused by:
 - Misuse, abuse, neglect, accident, or vandalism.
 - Failure to operate the system in accordance with the manufacturer's instructions.
 - Any modification, alteration, or attempted repair by any person not licensed and authorised by Ultimate Electric Services.
 4. **Natural Wear and Tear:** "Natural wear and tear" or cosmetic fading, discolouration, or deterioration of the system or installation materials that does not impact the safety or core function of the system.
 5. **Unrelated Faults:** Any fault relating to your property's pre-existing electrical wiring, internet connectivity, mobile applications, or other systems not part of our direct installation. This also includes compatibility issues arising from changes to your electrical setup or connected devices post-installation (e.g., if your appliances or system requirements change in a way that affects performance).
 6. **Voided Warranty:** This warranty is void if the installation has been tampered with, moved, or serviced by an unapproved third party.

VI. How to Make a Warranty Claim

To make a claim under any of these warranties (ACL, HBA, or Express), you must follow this process:

1. If the fault appears unsafe, immediately cease using the equipment and isolate power at the switchboard.
2. Contact Ultimate Electric Services in writing at contact@ultimateelectricsservices.com.au or by phone at 0404 360 546 as soon as practicable, and no later than 7 days after the fault becomes apparent. Note: This 7-day window is for initial notification to enable prompt assessment; it does not limit your statutory rights to claim within the applicable warranty periods.
3. In your claim, you **must** provide the following document. Claims submitted without this document will not be processed:

- a) A copy of your original, paid invoice from us.

VII. Claims Assessment and Call-Out Fee

Upon receiving your complete claim (including your invoice), we will assess the information.

Ultimate Electric Services reserves the right to charge a conditional call-out fee in advance to attend your premises to diagnose the reported fault. The applicable fee will be advised at the time of booking.

This call-out fee will be **fully waived or refunded** to you if the fault is determined by our electrician to be:

- a) A valid defect in our *workmanship* covered by our 5-Year Express Warranty; OR
- b) A breach of a Statutory Warranty (under the *Home Building Act 1989*); OR
- c) A failure to meet a Consumer Guarantee (under the *Australian Consumer Law*).

If the fault is found to be caused by an excluded event (as listed in Section V), including user error, a manufacturer product fault, a grid-related issue, or a problem with your existing wiring, the call-out fee will be retained to cover our diagnostic time and service.

VIII. Definitions

- **"We/Us/Our"** means Ultimate Electric Services (ABN: 73 297 081 849).
- **"You"** means the original customer named on the invoice.
- **"Workmanship"** means the physical labour, skill, and installation practices employed by our licensed electricians in installing the electrical system, including all associated cabling, conduits, mounting hardware, and switchboard connections.
- **"Major Defect"** has the same meaning as defined in the *Home Building Act 1989 (NSW)*.

IX. Limitations

This section applies only to the 5-Year Express Workmanship Warranty and does not limit your statutory rights under the Australian Consumer Law or Home Building Act 1989 (NSW).

- This Express Warranty applies only to the original customer named on the invoice and is non-transferable, unless otherwise agreed in writing by Ultimate Electric Services.
- This Express Warranty applies only to work performed by Ultimate Electric Services and must be supported by your original, paid invoice.