

Jaka Trades

Jaka All Trades

JAKA TRADES – TERMS AND CONDITIONS OF TRADE

(ABN 65 683 314 454)

These Terms and Conditions (“Agreement”) apply to all goods and services provided by **Jaka Trades** (“the Company”, “we”, “us”, “our”) to the Client (“you”, “your”). By paying a deposit, signing a quotation, or otherwise instructing us to commence work, you agree to be bound by the following terms.

1. General

1.1 We reserve the right to update or amend these Terms at any time without notice. The latest version will always be available on request.

1.2 These Terms apply to all contracts, whether written, verbal, electronic, or implied. Any variation must be agreed in writing by us.

1.3 If you proceed with a job or pay a deposit, you are deemed to have read, understood, and accepted these Terms.

2. Quotations and Scope of Work

2.1 All quotes are valid for **30 days** unless otherwise stated.

2.2 Variations: Any change to the agreed scope of works, including changes required on-site, will incur additional charges. These will be invoiced accordingly.

2.3 You acknowledge that quoted timeframes are estimates only and may change due to weather, supply, or unforeseen circumstances.

3. Variation Authorisation

3.1 No variation to the scope of works will be binding unless authorised by you in writing (including via email, SMS, or signed site instructions) and accepted by Jaka Trades.

3.2 All authorised variations will be invoiced in addition to the contract price and are payable in accordance with the Payment Terms in this Agreement.

3.3 Jaka Trades is under no obligation to proceed with a variation until such written authorisation is received.

4. Client Responsibilities

4.1 You are solely responsible for:

- Obtaining all required **council approvals, permits, inspections, and engineering certifications** prior to commencement.
- Ensuring the site is ready, safe, and accessible at agreed times.
- Identifying and marking all underground services (water, gas, electrical, NBN, etc.) using services such as *"Dial Before You Dig"*.

4.2 We accept no liability for delays, costs, or damages arising from your failure to meet these responsibilities.

5. Payment Terms

5.1 A deposit and progress payment structure applies to all works performed by Jaka Trades:

- (a) A **5% non-refundable deposit** is required to secure the booking.
- (b) A **20% upfront materials fee** is required before commencement of works.
- (c) A further **25% is payable on the day of site preparation**.
- (d) The **remaining 50% balance is payable on the day of completion**.
- (e) For larger or staged projects, **additional progress payments** may be required, to be agreed in writing prior to commencement.

5.2 All payments must be made via the methods stated on the invoice.

5.3 Retention of Title:

- (a) All goods, products, materials, and works supplied or installed by Jaka Trades, including but not limited to **concrete (whether cured or uncured), aggregates, reinforcement, and formwork**, remain the sole property of Jaka Trades until full payment of all amounts due under the contract has been received.
- (b) Until payment is received in full, you hold the goods and works as **bailee** for Jaka Trades.
- (c) We reserve the right to **enter the site (or any other premises where the goods are located)** to recover or remove such goods and materials, without liability for trespass or damage.
- (d) Risk in the goods passes to you upon delivery, placement, or installation, but **title and ownership remain with Jaka Trades** until full payment has cleared.

5.4 Late Payments:

- (a) If payment is not made by the due date, an **administration fee of 10% of the outstanding balance** will be immediately applied.
- (b) Interest will accrue on all overdue amounts at a rate of **2% per week (compounded weekly)** until payment is received in full.
- (c) You are liable for all collection costs, legal fees, and expenses incurred by Jaka Trades in recovering overdue amounts.

6. Cancellations & Postponements

6.1 Deposits are **non-refundable**.

6.2 If materials or equipment have already been ordered, you are liable for restocking fees, supplier cancellation fees, and any labour costs incurred.

6.3 Postponements made with less than 48 hours' notice may be treated as a cancellation at our discretion.

7. Delays & Weather (Force Majeure)

7.1 We will make reasonable efforts to perform works as scheduled; however, in the event of adverse weather conditions, we reserve the right to postpone or suspend works.

7.2 Adverse weather includes, but is not limited to:

- Any rainfall occurring before or during a scheduled pour;
- Severe heat (temperatures exceeding **38°C**) or conditions deemed unsafe for concrete curing or worker safety;
- Severe storms, flooding, or other weather warnings issued by the Bureau of Meteorology.

7.3 Jaka Trades will not be liable for any delay, loss, or additional cost incurred by the client due to weather-related postponements.

7.4 Works will be rescheduled at the earliest reasonable opportunity.

8. Site Conditions & Damage

8.1 While we take reasonable care, you acknowledge that construction works may cause **cosmetic damage** (e.g. to grass, gardens, driveways, dust, rocks, etc.). We accept no liability for cosmetic damage.

8.2 We are not liable for damage to underground services unless caused by our proven negligence.

8.3 You indemnify us against any claims, damages, or losses arising from pre-existing site conditions, unsafe conditions, or interference by other trades.

9. Quality Disclaimer

Jaka Trades takes the utmost care and follows industry standards and professional practice in the preparation, pouring, curing, and finishing of all concrete works.

However, Jaka Trades is not liable for:

- Misuse, neglect, or lack of proper maintenance of the works by the client or third parties;
- Unauthorised alterations, modifications, or repairs carried out by persons other than Jaka Trades;
- Natural factors and environmental conditions beyond our control, including cracking, discolouration, or surface imperfections caused by ground movement, soil conditions, or weather-related impacts;
- Adverse weather during or after the works, including rain, extreme heat, or flooding, once the concrete has been placed in accordance with industry standards.

10. Safety & Conduct

10.1 We reserve the right to stop or suspend works if site conditions are unsafe, or if there is abusive or inappropriate conduct from clients or third parties.

10.2 Any associated delays or costs will be your responsibility.

11. Photography & Marketing

11.1 Jaka Trades reserves the right to take photographs and/or video recordings of the works during and after completion.

11.2 Such images may be used, reproduced, and published by Jaka Trades for marketing, promotional, educational, and business purposes, including on social media platforms, websites, and advertising materials.

11.3 Personal information (such as names, addresses, or identifying details) will not be disclosed without your written consent.

11.4 If you specifically request in writing that images of your property not be published, Jaka Trades will take reasonable steps to comply.

12. Confidentiality

12.1 Jaka Trades respects your privacy and will take all reasonable steps to protect your personal information, including your identity, address, and contact details.

12.2 Client information will not be shared, disclosed, or sold to third parties, except:

- Where required by law;
- Where disclosure is necessary to perform the agreed works (e.g., to suppliers or subcontractors engaged by Jaka Trades).

13. Environmental Responsibility

13.1 Jaka Trades is committed to conducting works in compliance with all applicable environmental laws and regulations.

13.2 Wherever reasonably practical, Jaka Trades will:

- Minimise waste, dust, and noise during works;
- Dispose of concrete and construction waste responsibly and in accordance with council and environmental requirements;
- Use recycled or sustainable materials where available and appropriate.

13.3 The client must notify Jaka Trades of any environmental restrictions or hazards on-site, including but not limited to protected vegetation, waterways, or contaminated land.

14. Hire of Equipment (Dry Hire)

(if applicable – Excavators, Tippers, etc.)

14.1 Separate **Dry Hire Terms** apply where equipment is hired without an operator.

14.2 The Hirer is responsible for safe operation, fuel, maintenance, cleaning, and returning equipment in good condition.

14.3 The Hirer is liable for loss, theft, or damage to equipment.

15. Limitation of Liability

15.1 To the maximum extent permitted by law, we are not liable for:

- Any indirect, incidental, or consequential loss, including loss of productivity or profit.
- Damages caused by other trades, contractors, or suppliers.
- Costs associated with project variations, cancellations, or delays.

15.2 Our total liability is limited to the amount paid for the specific works in dispute.

16. Indemnity

You agree to indemnify and hold harmless Jaka Trades, its directors, employees, and contractors against any claims, losses, damages, or costs arising from your breach of these Terms, your failure to obtain permits/approvals, or third-party actions.

17. Severability

If any clause of these Terms is held unenforceable, the remainder will continue in full force and effect.

18. Governing Law

This Agreement is governed by the laws of the State of Queensland. You agree to submit to the jurisdiction of the courts and tribunals of Queensland (including QCAT).