

Terms and Conditions

Effective date: Revision 2 - 31/10/2025

INTRODUCTION

These Terms and Conditions ("Agreement") apply to the quotation issued by Constructions by Lucas ("Service Provider") and form the basis of all work provided. This Agreement is governed by the laws of Victoria, Australia, including the Australian Consumer Law as it applies in Victoria.

These Terms and Conditions remain the property of Constructions by Lucas and are not to be used, recreated or amended without the appropriate approval of Constructions by Lucas. Failure to do so could lead to legal action.

For questions, contact Lucas on 0431 181 518 or email enquiries@constructionsbylucas.com.au.

QUOTATION

The quoted price is based on the agreed scope of works and is an estimate only. Final pricing may vary depending on material costs, site conditions, or changes to the work.

Quoted prices exclude unforeseen circumstances or additional work requested after acceptance.

VALIDITY

This quotation is valid for 30 days from the date issued. After this, it may be withdrawn or revised.

Prices are based on current market rates and may change due to material cost fluctuations or supplier delays.

ACCEPTANCE & PAYMENT TERMS

By accepting this quote, the customer authorises Constructions by Lucas to proceed with the work as outlined.

- ✘ A 50% deposit is required at least 4 business days before work starts.
- ✘ The remaining balance is payable on the day of completion.
- ✘ Delayed payment beyond 7 days of completion may incur a late fee of \$50 per day or 5% of the outstanding amount, whichever is higher.

CUSTOMER RESPONSIBILITIES

- ✘ Power and water must be supplied by the customer during the project.
- ✘ If not supplied, additional costs (e.g. generator hire, delays) will be charged.
- ✘ Safe and clear access to the worksite must be always provided.

VARIATIONS & ADDITIONAL WORK

Any changes to the original scope must be agreed in writing.

Additional work or materials requested by the customer or required due to unforeseen site issues may result in a variation to price.

The Service Provider will issue a revised quote or variation notice before proceeding.

DELAYS & SITE CONDITIONS

Constructions by Lucas is not liable for delays caused by weather, restricted access, acts of God, or delays outside our control.

Work may be rescheduled without penalty in such cases.

COUNCIL APPROVALS & COMPLIANCE

The customer is responsible for ensuring that any required council approvals, permits, or dial-before-you-dig checks are obtained prior to work commencing, unless otherwise agreed in writing.

INSURANCE & LIABILITY

Constructions by Lucas maintains public liability insurance appropriate to the scope of services provided.

We are not liable for any damage or loss arising from site conditions, pre-existing issues, or events outside our control.

Damage caused by negligence on our part will be repaired or compensated as appropriate.

THEFT & DAMAGE DURING CONSTRUCTION (Victoria, Australia)

Under Victorian law, the property owner is responsible for securing their site and possessions. Once materials are delivered and work has commenced, the customer must ensure the site is secure to prevent theft, vandalism, or damage.

Constructions by Lucas is not liable for theft or damage to materials, tools, or works-in-progress occurring outside working hours or when the site is unattended.

The customer acknowledges that any costs arising from theft or damage due to insufficient site security may be charged to them.

ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties. No other verbal or written agreements shall override these Terms unless agreed in writing.

PHOTOGRAPHY

By accepting this quotation, the customer agrees that Constructions by Lucas may take before-and-after photographs of the work for use in marketing (including on social media).

No personal or identifying information will be shared without permission.

CONSUMER GUARANTEES

In accordance with the Australian Consumer Law (ACL) as applied in Victoria, we guarantee that:

- ✘ Services will be performed with all due care and skill,
- ✘ Results will be fit for purpose, and
- ✘ Work will be completed within a reasonable timeframe unless otherwise agreed.

If a service fails to meet these guarantees, notify us within 30 days of completion. We will:

- ✘ Correct the issue,
- ✘ Re-perform the service, or
- ✘ Provide a refund, depending on what is reasonable under the ACL.

12-MONTH WORKMANSHIP WARRANTY

Constructions by Lucas offer a 12-month workmanship warranty on all landscaping (excluding fencing) and construction work. This covers faults due to poor workmanship. It does not cover:

- ✘ Damage from misuse, neglect, or environmental factors (e.g. drought, storm),
- ✘ Natural wear and tear,
- ✘ Failures caused by materials not supplied by us.

Constructions by Lucas offer a 5-year warranty on the workmanship of fencing we have replaced or erected where class 1 fencing posts have been provided.

To make a warranty claim, please contact us within 12 months of completion of any landscaping and construction works or within 5-years of any fencing works. If covered, repairs will be made at no additional cost.

DISPUTE RESOLUTION

In the event of a dispute, both parties agree to attempt mediation in good faith before proceeding with legal action.



AGREEMENT

The quotation will not be considered accepted, until Constructions by Lucas has received this signed agreement form.

Constructions by Lucas will liaise with the customers to book the commencement date for works. Should the 50% deposit or agreed value deposit not be made 4 business days prior to the commencement date. Works will go on hold.

I/We have read, understood, and accept these Terms and Conditions.

I/We agree to the works and charges outlined in the quotation and authorise Constructions by Lucas to proceed.

SITE ADDRESS: _____

Quotation No: _____

Signature: _____

Signature: _____

Customer Name: _____

Customer Name: _____

Date: _____

Date: _____

We Look forward to a favourable response. Should you wish to discuss, please do not hesitate to contact Constructions by Lucas.



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