

Terms & Conditions of Trade & General Information: Please Read Carefully before accepting our quotations:

- a) This contract is derived from and compliant with from both Building Standards and the Consumer Act.
- b) T&C's is structured to ensure integrity and transparency in our dealings with customers and their dealings with us.
- c) Its each client's own responsibility to ensure that they have familiarised themselves with this agreement. Clients must ensure to read this agreement in full and understand how this agreement will fundamentally affect and regulate a working relationship between us the builder and you the client.
- d) PLEASE ENSURE THAT YOU READ THIS AGREEMENT IN FULL AND THAT YOU UNDERSTAND ALL CLAUSES OF THIS AGREEMENT.
- e) IF YOU ARE NOT ABLE TO UNDERSTAND OR ARE NOT SURE ABOUT ANY PART OF THIS AGREEMENT THEN PLEASE SEEK LEGAL ADVICE FROM A LEGAL REPRESENTATIVE.
- f) Do not pay your booking fee and deposit unless you have read and understood this full agreement. This agreement will at all times apply.
- g) In the case where one clause or a part of a clause is found to fail legal grounds or merits by a court of law then the remaining of a clause or this agreement will remain intact and still binding.
- h) This agreement will remain active and binding even if you have not been able to read this agreement before your project started, whether you forgot to read it, you didn't think it applied to you, couldn't find it on our website or claim to not have received it, the full agreement will come to force when you pay the deposit and booking fee and remain binding until the end of the project. All our quotes are bound to these terms and conditions.
- i) It is each client's own responsibility to ensure that they request the terms and conditions copies or visit our website to download such copies.
- j) On each quotation it states clearly "Acceptance of Quote are bound by our T&C's." so NO client can claim they were unaware there are T&C's.
- k) Our T&C's are easily available and openly available on our website, plus if and when clients requests document copies then our staff will happily provide document copies for clients to read and process. Our staff provide many customers on a day to day basis clarity on questions regarding our T&C's so claiming that you were unaware of our T&C's is not a valid reason to attempt to get out of your responsibility to pay for a bill for work done that you requested.
- l) For clarity, a booking is ONLY FINALISED AFTER we have received your full booking fee payment, not when you have paid one part payment or when you say you want to go ahead with a project.

PLEASE DO NOT PAY YOUR BOOKING FEE UNLESS YOU HAVE READ AND UNDERSTOOD THE FULL AGREEMENT AS THIS AGREEMENT CONSTITUTES A FULL CONTRACTUAL AGREEMENT BETWEEN US THE "BUILDER" AND YOU THE "CUSTOMER/CLIENT".

1. **Parties & Agreement**

- A) *The Builder is Time For Renovation* a division of OpuleNexus (Pty) Ltd.
- a. ABN #: 22621 528 265
 - b. GST Registered
 - c. RACV Public Liability Insurance Policy number available on request
- our insurance is always active and in place
 - d. OpuleNexus Pty Ltd and any of its subsidiaries and any of its divisions are not a registered builder Property developer, we do NOT undertake any structural work or new build developments. Our work is strictly only surface renovation works of residential properties.
 - e. Our team is formed by a mixture of our own staff and selected subcontractors.
 - f. The builder will ensure to have licensed tradesmen work on key works where licensing is required.
 - g. Where required compliance certificates will be provided, such as
 - Electrical, where new circuit lines has been installed, altered or removed and
 - For waterproofing of areas such as bathrooms and for
 - plumbing where major plumbing works has been undertaken such as moving of underground water pipes or installation of water pipes underground.
- B) The Client/Customer/Owner is the person who requested work to be carried out by the builder; client details on Quotations.
- C) This T&C's agreement can be downloaded from our website, send or delivered via any means, TXT, E-mail or in person and we reserve the right to amend this agreement when required without advance consultation or notice to clients.

2. **The Works/ Service:**

- A) The works and Services that will be delivered is described on each quotation and/or in additional correspondence such as emails, txt messages or verbal instructions.
- B) The builder will ensure to make notes of all meetings and record all verbal conversations with clients that can be outlined in a report for recall administration and legal purposes.
- C) This will be done in a reporting log format. The report logs are not available to customers as there are other information Within such report logs that involves other parties that might not or have not given consent for such detail data to be shared with third parties. The builder can provide a detailed log on a subject when such a subject comes up during a challenge or issue on the site during the project.
- D) The works and services are related to property renovation and maintenance.
- E) Product images or descriptions of products or key services will have been provided to the client for approval and verbal or written approval obtained, except in circumstances where client requests products or agrees verbally to a product, a change of product or decides on a product during a verbal meeting or conversation and have been clearly informed on the product that will be used or the service that will be required.
- F) The builder will never on his own decide on a product, a service or a solution. Anything the builder does will be driven by what the client wants.
- 1) The builder will constantly during the project call the client into a verbal meeting to discuss challenges or issues and discuss solutions with the client. The builder will then act on that meeting final conclusions.
 - 2) Clients are to ensure that they make notes of such meetings to prevent claiming afterwards that they were not part of a conversation or did not understand the conversation or did not agree to service, product or act of labor during a conversation.
 - 3) The builder will always come out of a meeting and act on the outcome decisions of such meeting. The client should never assume that a meeting was just an informal chat. Every meeting and discussion on a topic of the project should be taken serious by the client as the builder will always act on the client instructions during any level of meeting.
 - 4) The only time the builder will not is when the outcome decision of that meeting was for the builder to pause that part of the project while the client thinks it through.
 - 5) The builder will never just act without having a verbal meeting with the client. Clients should never assume that a meeting is just a "chat", ALL verbal meetings is a call to action request. The builder will always act from such meetings.
 - 6) Clients should refrain from agreeing to a call to action during all such meetings if the client is not sure or need further information. Clients cannot claim afterwards that they did not understand or did not have enough time to make a decision. Clients control the work orders so the builder will only stop when the client asks for a pause while he/she think things through. This would not apply where a decision has passed its decision deadline period.

- G) Client Project deadlines must be taken seriously.
 - a. Progress payment deadlines is 36 hrs Max.
 - b. Decision making deadlines is set by the deadline date for each subject.
- m) Its the Clients responsibility to ensure that any other special instructions/requests must be sent in writing to builder, builder do not take responsibility for any misunderstandings via verbal communications. If Builder acts on what he understands from clients verbal communication and it was not backed up with written communication then the cost for changing such will be on client.
- n) Quotes and all offers are strictly based on client verbal wording instructions during site visit meetings and any other communications.
- o) If there are any key works or services missing from the quote and all other forms of communication then it means that the builder has excluded it from the quote which means that the builder will not complete any such key works or services and therefore such keyworks or services does not form part of the quotation amount.
 - 1) Clients must never assume that the quote includes unlimited amount of products or services.
 - 2) Clients must always assume that if a key service or product comes up that is not mentioned in any quote documentation or on any other form of communication clearly outlining the cost structure of it, that it will be charged for.
 - 3) Builder cannot include every possibility or contingency plan or every structure or surface or all area within a room or house or building as part of a quote. There are simply to many irregularities. Therefore the builder will outline within the quote and within all email and txt communication what is included in the quote.
- p) The builder will not need to seek the clients approval to correct a out of compliance issue where it involves, gas, electrical, plumbing or matters such as asbestos and will always follow the codes of standards of the building industry to ensure the safety of the site, staff and ultimately the safety of the client. In the case where the cost exceeds \$2,850.00 AUD the builder will first discuss it with the client and give the client the opportunity to decide how he would like the builder to act.
- q) It is the client's own responsibility to ensure that the builder has all the key information correct on the quotation or other correspondence. Unless the client is paying for a full project management solution.
- r) The Builders quote is based on information he had access to or could be seen with the eye on the surface during site visits or from information the client shared with the builder.
 - i. Anything that the builder could not see or had access to during a site visit will be additional to the quote.
 - ii. Any service or product additional to quoted services or products will be charged for, no exceptions, no matter the argument, product and services delivered will be charged for.
 - iii. This must not be confused with Clause 2 subclause (o) above.
- s) The service and products that the builder will be providing are a commercial act for the specific purpose of commercial profitability via the principle of generation of cash capitol. The client should never assume that the builder provides free services or products unless it is specifically stated in a written communication.
- t) The builder reserves the right to cancel any product or service where the financial feasibility of delivering such service or product is not of a mutual benefit to him.

3. **Work, Service, Design & Product Specifications:**

- A) The builder act on client's instructions and explanations of their view of what design style, repair or alterations and products the client would like.
- B) The builder will do its best to understand the clients' requests and the clients' vision of how the final product(s) should look or what they are wanting from a product or design.
- C) It is the clients own responsibility to ensure that the builder understands their vision. The builder will form his understanding of the clients vision based on (a) what the client says (b) how the client describes the product or service they want and (c) the feel and energy of how the client describes the product, service or design they want.
- D) Due to the nature of written detailed client meetings logs, Clients cannot claim later during a project that they weren't given the opportunity to clarify a service or did not have enough time or opportunity to resolve one key works or service with the builder or that the builder failed to recognise or understand the vision.
- E) Works Specifications is outlined on quotations and in product images and descriptions of products as well as in e-mail or txt message correspondence between parties, except where free products or services are provided as part of a promotion or kind act by the builder.
- F) Clients are to ensure that the builder clearly understand the client's vision on the specifications, services, products and design that Clients want, and that the builder convey this design, vision or specification throughout all the builders' communication, quotation and all correspondence to ensure that the builder is clear on the desired design outcome/ function/ style of such works or services that the client wants & therefore a mutual understanding must exist between both parties on what will be done. The builder will not accept liability for costs where the products or services provided needs to be redone or changed due to miscommunication or misunderstandings or change of client chosen vision
- G) All key details must be in written format to protect the interest of both parties. Where it doesn't the builder will always act on clients verbal word.

- H) The builder will do his best to provide clarity on product specifications, looks and design and give client clear explanations on what the products will look like and provide as much information on materials and surface finishes as required. This can be in verbal or via written presentations.
- I) Clients are to ensure that they are clear on what products and materials the builder propose to use.

4. **Works Services Periods & Delays:**

- A) Different Services and Works have various time periods.
- B) The builder will do its absolute best to work at a reasonable pace.
- C) Various factors can delay or affect completion deadline timeframes for works and services, such as weather, materials deliveries, clients changing designs or design and structural/ build challenges or other events outside of the builders' control, such as drying time of certain materials and products etc.
- D) There will be additional costs in the case of delays caused by factors outside the builders' control or in the case of challenges that arises during the service delivery that cannot be rectified within the quoted budget that is outside of the builders' control. These Amounts will never be more than \$600.00 per working day.
- E) It will not be assumed that any client additional verbal or written orders will be included in the initial quoted price.
- F) The builder will not be penalised financially or otherwise legally for delays outside of his control.

5. **Third Party Payable Amounts:**

- A) The quote excludes any third-party costs, unless quoted otherwise.
- B) Third party involvement are normally only required in the case where certain design issues or other issues that was previously unforeseen or have been unable to have been known by the builder at the time of the quotation or that the builder is not licensed for.
- C) Third Party services can be; but not limited to;
 - C.1) GAS – Mains & Connections
 - C.2) Electricity – Mains & Connections
 - C.3) Telephone or Internet connections - All
 - C.4) Water - Mains
 - C.5) Sewerage – Blockages or Mains Connections
 - C.6) Issue of planning Permit
 - C.7) Issue of Building Permit
 - C.8) Hazchem Materials Handling, Inspections & Removal/Cleanup.
 - Please note that all Asbestos products will be handled, Assessed & Cleaned up by Third party licensed contractors.
 - Legally the builder will have the right to have products tested for asbestos.
 - The builder reserves the right to stop working when asbestos has been Found or identified or unsure whether a product is asbestos or not until it has been tested and dealt with.
 - C.9) Heavy Loading or Moving
 - C.10) Structural Works & Specialist Services
 - C.12) Recycling & Waste Management

6. **General Waiver**

- A) The Client hereby release the builder, Its staff, any of its divisions and contractors from any and all liability, financially or otherwise if in the case where the client insist on work being done where the client has been advised against doing so and/or where the client insist on using products and has been advised against by the builder or its contractors and thereby suffer any form of losses. Client hereby also release the builder, its staff, any of its divisions and contractors from any and all liability, financially or otherwise due to any incident involving old structures or old materials or products failures/issues.

7. **Price / Costs**

- A) Prices will be shown on Quotations and GST will be outlined.
- B) All additional works will be priced additional from the original quotation, no matter what the works are or why it arises, clients are never to assume that additional works are included in the price. If its not outlined on the quote then it does not form part of the quote.
- C) In the case where the builder locks rates in place when the client pays a deposit, and the client make changes after the project has started then the client will be required to pay whatever market rates might be at that moment in time.
- D) Please note that our rates and product rates are dependent on market inflation rates and will from time to time climb as inflation climb.
- E) In the case where any alterations to a service has been discussed verbally, it will be the client's responsibility to ensure that they have obtained amended quotation or additional quote before services are delivered or continued, if not then builder will assume client are satisfied for works to continue and will act to get the work done.

- F) In the case where the client has not obtained a quote for such they will still be legally charged and Held responsible for payment of such. Client verbal instructions are verbal work orders which the builder will price, act on and charge for.
- G) A Quote price will be based on products and specifically labor hrs relating to installing or altering or manufacturing or purchasing or project management of such products or services. A quote price will therefore change when clients change any part of such quote. When clients change the whole quote by changing all the products then the level of labor service and products quality grades will be used to established a new price for the works outlined on the quote.
- H) Such labor costs will be worked out at the end of the project during the final project account statement that will be provided to the client near the end of the project. This cost will be marked Project Change Management Administration Costs on the final invoice.
- I) On projects where clients make small one off or two off changes there will be no additional charges.
- J) Where clients make substantial changes from what was quoted for then a Project Change Management Administration Costs will be charged according to the Level and frequency of product or key service changes. The reason for such a charge is due to the builder or his staff members having to make an effort each time the client make a change to update the communication log, work orders, the project implementation plan, to alter work orders and quotations, research new products, contact suppliers, negotiate with suppliers, communicate back to client constantly and associated costs of phone calls, internet, other utilities resources and time specifically that would need to be charged for. Below is the outlined structure of how such costs will be calculated;
 - a. Per Product change \$150.00 per hr Excl GST
 - b. Per service change \$275.00 per hr Excl GST
- K) Where products have been purchased and must be returned there will be a restock fee of 15% of each product charged to the client at the end of the project.
- L) In the case where the client occupies lot of the builder or any staff member's time with "nit picking" controlling behavioural actions such as excessive obsessive products installation methods, locations, tiles outlays, room or wall or floor square or level orientational issues then the builder will charge a "client Consult management" fee of \$375.00 per 30 minutes. This will be charged at the end of each project, and Marked as a CCM Fee on the final invoice.
 - a. Clients have the right to bring up a concern on an issue but ALL issues should be discussed first in an informal format and be resolved within 30 mins, and if still not resolved then in a formal grievance format and each should not take more than a day to resolve. The client should either trust that the builder has the client's best interest at heart and that the builder is experienced enough to handle the project or the client should cancel the project and contact a different contractor that they will feel more comfortable with.
- M) Calculations on the above clause (L) will be started to be calculated after the first 30 mins and then by the accumulation of hrs spent on client consult management, each time only starting to time consults after the initial 30 mins.

8. **Free Products/ Services / Promotional Gifts**

- A) Free products & Services offered or gifted to clients cannot be converted to Credit or a refund.
- B) Clients do not need to accept free Gifts, promotional products or services or free products.
- C) Free products or services are NOT provided as a means to influence any quote or client. Builder will only do so to add value to a client project overall cost Or as an act of kindness.
- D) Free products or services can NOT be negotiated to alter a product design, a product type, ad another product or service on as part of such free product are not changeable and cannot be altered to suit a client needs or their vision they have for a product or service.
- E) Free products/ Services will only be acted upon at the end of a project. Builder cannot qualify taking time from the overall project to focus on a free product or service unless he is near the end of the project.
- F) Free/ promotional products materials cannot be changed to higher grade or class material.
- G) When the client asks the builder to do a specific service, no matter how small, it will not fall under a free product, service or gift at any time, unless the builder provides a written confirmation of such, it will always be a charged for service.
- H) NO Free Product will or can be credited to a client account.

9. **Additional Charges Costs or price changes:**

- A. The price of any quote may or will be altered because of:
 - a.1) The client deciding to make changes to the work scope.
 - a.2) If any issue arises during the build that was unforeseeable
 - a.3) If materials supplier prices, delivery charges or fuel prices increase during the build
 - a.4) Interest on Overdue payments
 - a.5) if any part of the works or services are delayed due to any action or indecision of the owner or delayed progress payment
 - a.6) if payment schedules are breached by more than 24 hrs.
 - Owner is to ensure that payments are made according to the Progress Payment schedules, but no later than 3 working days (36 hrs).
 - Failure to make payments on time will result in all works Being stopped immediately after the 36th Hr.

- Payment Idle Time (Time Waiting for Client to make payment)
will be Charged at \$150.00 per hour. Per day or a once of charge per
delayed progress payment of \$375.00 excl will be charged, whichever is the lesser amount.

- a.7) Additional Work orders or Changes to existing quotes are not Automatically included in quoted prices, it will be charged for separately.
- a.8) Change in Product prices will be discussed with clients at the time of the change. However change in labor costs will be calculated at the end of the project and charged for on the last final invoice.

B. Design Costs

- a. Each client get 2 hrs free 3D design hrs.
- b. After the initial 2 hrs there will be a charge of \$85.00 excl per hr.

C. Project Change Management Administration Costs

- a. Change management costs involves where client makes substantial changes to the project. Almost always it will be Where a client changes almost nearly all products and aspects of the project that was originally quoted for.
- b. The cost of such will be based on logged hrs by administration and operations staff.
- c. Calculated at \$125.00 excl per hr

D. Additional Project management costs

- a. In the case where the client requires communication during work hrs. No Additional Charge
- b. In the case where clients require the builders time to communicate outside work hrs. Charge \$275.00 per hr.

10. **Booking Fees, Payment, Deposits & Progress Payments**

- A. Clients are required to pay a Booking/deposit fee to get a booking slot on our calendar, to finalise and formalise a booking.
- B. After clients have paid their booking/deposit fee, they have a 5 day cool-off period in which to cancel the booking order
- C. The client/ customer/ Owner will be required to secure their booking by making a Booking/deposit fee payment. The deposit is a set industry required 10% and the Booking fee will consist of a 15% fee.

The breakdown of booking fee of 25% is;

- 1) The 25% progress payment is utilized for the first stage of booking, materials researching, project plan mapping and planning, some raw materials ordering, collection & deliveries thereof, and other outlays and resources such as planning, Phone calls, traveling & Initial demolition waste materials recycling centres costs and to ensure a commitment from the client.
- D. The remaining progress payments will be outlined differently for each project on each of their respective quotes on the top right corner of the quote and on the left bottom of the quote.

11. **Variation Charges:**

- A. Calculated as per work type or circumstances.
- B. Client won't just be charged for product variation but also for labor variation
- C. Higher grade products require higher grade labor skill sets, which is charged at a different rate, different products requires different skills sets and/or processes of installation and therefore different costs exists for different products and different grade products. Builder can bill the accumulation of said charges at the end of a project as during a project it can be difficult to Outline such cost constantly on a account statement.

12. **Requested Variations**

- 1. Either the owner or the builder can ask for the works to be varied. The request must be in writing or verbally and agreed by both parties and must set out the reason for and details of the variations sought, unless a verbal meeting took place and was verbally agreed between the parties to proceed.
 - b. If the owner requests the variation and the builder believes that the variation will not cause any delay and will not add more than 5% to the original contract price of such item, product or service, or its labor or project management allocated budget fee, then the Builder may carry out the variation work without further extra charges.
 - c. If the builder requests variation and it might affect the price then the builder will make the client aware of such items, products or services, and point out any possible delays and costs.
 - d. If the owner requests a variation and if the builder does not agree to do the variation; The builder will give the client within a reasonable time a notice setting out the particulars such as the reason why the builder does not agree to do the variation.
 - e. The builder will not do any forced variations unless agreed by client, excludes compliance clauses as per industry regulation.
 - f. The builder will not be required to complete any variation unless its within its ability or within industry and legislative boundaries and if the client can provide proof of funds and the ability to pay for it and has agreed to any increase in costs.
 - g. If within 24hrs of the builder providing the owner with a notice of variation and notice of costs and the client does not respond or approve the notice and notice of the cost of said variations, then it will be deemed that the clients' request for variations is withdrawn (if the client requested variations) and if the variation request came from the builder then it will be deemed that the client does not approve of such variation and the builder can then continue with the original said work or

project delivery plan. If the client declined the builders' variation notice request and the builder cannot continue the work or project plan without such variation then the builder will act on the Contract Ending Clause 13.iii within this agreement.

13. Contract Ending – Condition under which the contract can be ended & Penalties

- I. Client can cancel this contract During a 5 Day cooling off period. 5days from the day client paid deposit and booking fee.
 - A Cancellation fee equal to 10% of the quote value will be Deducted of the deposit as an administration charge to cover any quote and planning costs while the remaining balance less any materials purchases or cost of purchasing/returning or managing purchasing or returning of materials of the deposit will be refunded to the client.
- I. client MUST cancel immediately if the client runs into financial difficulty
 - Clients are to inform the builder immediately if they run into financial difficulty to allow the builder to stop the works immediately to prevent any further financial losses to the builder. If client cancel due to financial reasons then Client must provide a letter from accountant confirming the financial hardship of the client. The builder will then start procedures with debt collection agencies to attempt to recoup any financial losses from the client assets. This will certainly affect the client credit profile and asset base.
- I. The client can cancel If builder take any action in breach of any regulations or laws that might make the client liable legally.
 - A) The client will still be legally responsible to make payment for works already done on in the process up to that current progress at the time of this clause being invoked.
- II. Builder can cancel contract; if Owner fails to make payment as scheduled or if client try and find excuses to get out of paying his account balance such as trying to include variations or additional works as part of the quote.
- III. If builder is unable to comply with client instructions due to a breach in building regulations or client expectations or work quality would be unreasonable and outside of industry building workmanship benchmarks, or outside the three financial class distinctions for renovations which is Budget, Standard & Premium then builder can cancel and end the contract.
- IV. Builder can cancel when client runs into financial difficulty and start debt collection procedures.
- V. Builder can cancel contract if Client becomes abusive, attempts to manipulate, bribe, intimidate or influence any staff member for any gain whatsoever and it includes attempts to gain products or services by round about ways such as attempting to claim the builder failed to provide Clarity on a product/ service. Which is by a way of attempting to make the builder feel guilty of having done something wrong thereby attempting to make him feel he is obliged to give the client the free product or service or discount, Or making the builder feel he has to overcompensate to maintain the supplier/customer relationship.
- VI. And If building site becomes unsafe in any nature.
- VII. And If client supply materials and its of substandard quality.
- VIII. And If client attempts to coerce builder to provide more services without financial returns by threatening that client will withhold any part of any payment.
- IX. Additional Cancellation Penalties to the Client;
 - After cooling off period but no later than 5% into build –5%
 - After into build calculated at percentage work completed
 - Client cannot cancel the project without paying financial compensation for work already put in at the stage of cancellation.

14. Effect of Variations:

1. When a Variation has been approved as per above schedules;
 - b. If the variation increases the amount to be paid by the client, the client will pay 50% of such amount upfront and the balances will be added onto the remaining progress payment balances.
 - c. These amounts will be additional to any progress payments.
 - d. If the variations reduce the amount to be paid by the owner, the amount will be subtracted from the next progress payment.

15. Payments & Progress Payments:

1. The builder will send the client a written progress payment claim through a media such as e-mail, or txt message when each stage has been completed.
2. The claim will set out;
 - the amount to be paid
 - the progress stage completed
 - The next progress payment amount excluding any possible variation
3. Owner Must make payments to the amount of the progress payment schedule set out in the schedules within the number of hours or days set out in the schedule after the client has received a progress payment claim when a progress stage has been completed.
4. Under no circumstances will the client attempt to withhold any part of any payment of any progress stage or delay payments, especially when they feel they don't want certain charges on their account.

16. Progress Schedules & Payment Times:

- A) The progress schedule stages are as follow;

- a) Progress payment Booking Fee (BF) is the fee that we require to officially book your project and to start the process of demolition and materials planning and ordering process.
 - Deposit 10%
 - Project implementation Fee 15%
- b) Progress Payment Stage one (S1) is only paid after we have completed demolition.
 - Progress Payment (S1)
- c) Progress Payment Stage Two (S2) is paid following partial prep and delivery of stage 1, 2 and 3 materials to site.
 - Progress Payment (S2)
- d) Progress Payment Stage Three (S3) is paid following Partial installations and required for final installation and finishing stage materials delivery to site.
 - Progress Payment (S3)
- e) Final Payment Balance (FB) is paid when works is completed.
 - Final Balance MUST be paid within 24 hrs after works completed, if Payment has NOT been received within 36 hrs latest then customers accounts are handed over to debt collection agencies who are legally allowed to act on our behalf and they will also have administration costs that customers will have to settle.
 - Final Balance (FB)
- B) The client will ensure that progress payments are made within max 36 hours after receiving a progress payment claim message.
- C) In the case where the client delays payment due to whatever reason and the builder opt to haul the site rather than cancel the contract, then the client will be charged a hrs rate of \$150 per hr or \$600 per day whichever is the lesser amount.

17. Unfixed Materials on-site

1. Any unfixed materials on site are the property of the builder while payment is outstanding or unsettled.
2. The builder does not require authorisation or approval from the client to gain access to the property to collect all unfixed materials if there are a failure of payment.

This does not include materials supplied by the client

18. Completion of Listed defects:

- A) If the owner gives the builder a list of known defects or incomplete work the builder must carry out the work required to rectify any defects or to do any incomplete work to reach completion within industry codes of standards and reasonable expectations.
- B) The builder will notify the client when work has been completed or defects resolved.
- C) The builder will require unrestricted access to the property for as much possible time, within reasonable limits, to complete any incomplete work or defects.

19. Handover and final progress payment

- a) we will require final progress payment when work is at 100% completion within 36 hrs.
- b) After 36 hrs we hand the file over to our debt collectors. Once a debt collector has been assigned there will be a fee that the debt collector will charge.
- c) This is due to being able to pay final materials or recycle/clear/dump waste materials.
- d) If the owner fails to make the final payment, then the client commits a substantial breach of this agreement entitling the builder to elect to either;
 - A) Treat the clients' action as repudiation of this contract and accept that repudiation
 - B) Give the client a notice to remedy breach of contract
 - C) Accept the client's actions as a variation of the building works to omit that part of the building works not carried out and completed now as finalised.
 - D) If the client breaches this contract, nothing in this clause prejudice the right of the builder to recover damages or exercise any other right to seek remedy.

24. Defects within the 3 month period

- A) The builder must fix any additional defects in the building works that the client notifies the builder of within a three-month period from the date of completion of works.
- B) Defects that in the reasonable opinion of the builder affects the safety or security of the client or any of its family members or may lead to it being damaged more must be fixed by the builder as soon as practicable.
- C) Other defects must be listed and given to the builder at the end of the three-month period. The builder must fix those defects within 21 days after received notice.
- D) The owner must provide unrestricted access to the builder to complete work.

- E) Any defects not listed on the three-month period listing will not be seen as defects and will be treated as further property maintenance normal wear and tear.
- F) Products abused, or products chosen and agreed to be used by clients that is not functioning properly or that is not working in its location of installation will not be seen as a defect. Therefore any cost associated with such product replacement or improvement will be charged for additionally.
- G) Products and materials sourced or provided by client does not fall under any guarantee by the builder. Only the workmanship will carry guarantees.
- H) 3 Month warranty is therefore applied and guaranteed to all services and products unless products or materials have been abused or tampered with or used in a nature that is not suitable to its purpose it was designed or invented for.

25. Disputes and rights to end this contract;

- A) Both parties has the right to end this contract if either breaches any clause in it.
- B) Before both parties will attempt to cancel this contract the parties will attempt to resolve any disputes through written conflict resolution attempts and allow the specified timeframe for issues to be resolved.
- C) If a substantial breach occurs then either party may give a written notice to the other to remedy breach.
- D) The notice must specify the substantial breach, allow the breach a remedy of 10 days to be resolved, excluding breach of payment which allows no more than 4 working days to be remedied and stating that if breach is not remedied that the intention and final outcome will be the cancelation of the contract.
- E) The client will not attempt to bring in a 3rd party contractor to complete the work or carry out any defects improvements or repairs without giving the builder opportunity to do the actual physical repairs or improvements or completions or discussing such costs with the builder and getting approval from the builder to proceed with a third party builder/contractor
- F) the builder is not legally entitled to bring this contract to an end if the builder is in breach of contract.
- G) The client is not legally entitled to bring this contract to an end if the client is in breach of contract.
- H) If the client breaches this clause and ends the contract, then all outstanding payable sums owed to the builder will be honoured by the client and settled with 36 hrs.

26. Suspension of Work

- A) The Builder has the right to suspend work if;
 - a. The owner does not make progress payments
 - b. If the owner threatens to withhold payment or attempt to find "reasoning" explanations of why the client would be refusing to accept charges on work.
 - c. If the owner in any way of form attempts to abuse or manipulate the builder into providing free work
 - d. If the owner is in breach of contract
 - e. The builder must commence work after the client has remedied breach
 - f. If works suspended due to client breach of terms then the builder will be eligible for idling/standing time equal to the builders daily earning rate for as long as the idling occurs.
 - g. If suspension applies then the date on which building works was supposed to have been completed will be extended to cover period of suspension.

27. Facilities during the building period

- a. The client must provide for the builder;
 - i. without cost to the builder during the execution and completion of the building works, all reasonably necessary access to the site as well as use of adequate and appropriate supplies of water, electricity and suitable toilet and washing facilities. Site toilets and washing facilities can be provided by builder and charged to client.

28. Commencement & Building Period

- A) Commencement will start on the date as agreed to with client.
- B) Builder will in some instances commence the projects by purchasing materials, overseeing delivery of materials and site preparations or other preparations that might not specifically occur on the building site.
- C) Just because the builder is not on-site on the morning of commencement, does not mean that the builder has not started with the clients' project. The builder needs to arrange and oversee many aspects of site preparations and therefore might only physically start on the site 24 to 48 hours after the agreed commencement date.
- D) The building period starts on the actual day of commencement and finishes When the builder sends a completion notice to the client.
- E) The builder will ensure that the project commence as close as possible to the agreed commencement date.
- F) No Commencements will occur unless clients' has settle deposits as set out above.

29. Agreement to Terms & Conditions & Expiry

- A) When the client pays the booking fee, it will be deemed that the client has read and understood these terms and conditions and that the client accept to be bound by these terms and conditions for the period of the building works.
 - i. The client does not need to sign this document physically as the clients' "signature" that the client agree to the T&C's is the booking fee.

- ii. These T&C's will only expire 3 months after the project has been completed.
- iii. IF in the case where any clause in this agreement is in breach of any legal contract law or law case studies principles then the remaining clauses will stay in effect and still legally binding.

30. Statutory Warranties

- A) To the extent required by contract law and industry regulations the builder warrants that;
 - The work will be carried out in a proper workmanlike manner and in accordance with the design and vision agreement with the client.
 - All materials used will be good and suitable for the purpose for which they are used and unless otherwise stated those materials will be new.
 - The work will be carried out with reasonable care and skill and all efforts will mount to attempt to complete work on completion date.
 - The builder provides a 3 month warranty on all workmanship.
 - The builder will forward all product warranties onto owner.
 - Products warranties carry additional manufacturers warranty periods, all products warranty periods differ. Some has 5 years some has 7 some has 2 and some has 12 months.

31. General Terms & Conditions:

- A) Labour, materials and products provided without financial compensation does not carry Warranties.
- B) Clients will ensure that they have allowed the builder suffice time to complete the work. Suffice time will be;
 - a. The estimated time for completion plus a time and a half that time added on in case of other delays such as industry issues, client progress payment delays, materials delays etc.
 - b. This is not to say that the builder will go over the estimated completion date. It is more to cover the builder for any contingencies in case of extensions or alterations or unforeseen events or circumstance that's outside of the builders' control.
- C) In the case where the builder completion date is reached and work not completed the client will give the builder continued access to the property to complete the work without restrictions, no matter what circumstances.
- D) In the case where the client refuses to give builder access to the property to complete the work the client will be in breach of this contract

32. Payment Type:

- A) Payment will always be in Money value not in products, or materials to be returned for refunds no matter what the circumstances are.
- B) Payment always Via EFT or Cash.
- C) GST are always charged per each invoice and payment.

33. Additional Clause Updates 2019

- a. Subfloor Structures
 - i. We are no longer providing guarantees when tiling on timber floors that has a timber subfloor structure. Especially where there are signs or sagging or hangin ceilings below such floors.
 - ii. Structural issues such as buckling floorboards or subfloor structures that moves causes cracks in tiled floors and grout and is not always apparent.
 - iii. We will as always ensure to do our best to assess floor boards to our best ability before laying down cement sheeting membranes before tiling, however we are not able to foresee in some cases that floor board subfloor structures have issues and therefore cannot guarantee that no issue will arrive. We therefore no longer provide guarantee or warranty on timber floor tiling jobs.
- b. Cash Back Promotions
 - i. Cash back promotions will be strictly bound to their advertising principles and rules.
 - 1. Ie. If the deal is that client will get a cashback amount if the client books his/her project by a certain time and the client booked an hr later than the promotion deadline then the client will have missed the cashback opportunity.
 - 2. Clients cannot be credited for Cash back promotions.
 - 3. Part payments does not qualify for cash back deals unless all part payments has been received in the builders account before the cashback deal deadline.
- c. Free Products/ Promotional give aways

- i. Services or products given free is not a product or service that can be credited or refunded for monetary exchange.
 - ii. The builder will not be required to credit the client for any free products so that the client can afford a better quality or different design product or service in the place of the free service or product to its value. No matter what its value or what the circumstances.
 - iii. Such free or added value products or services are an act of kindness from the builder and is not a requirement nor a obligation to be done.
 - iv. These free services or products are done out of goodwill and kindness not to influence decisions on quotations.
 - v. Such free products or services can be withdrawn at any time should the builder feel there is no longer a need or reasoning behind him offering such to a client.
- d. Worked Areas
- i. The builder will always only be quoting and working on the area that he does alteration or installation to, unless it is specifically set out in a quote or in written communications the quote charge will only be for such areas not all the surrounding areas.
 - ii. Examples of such are;
 - 1. Clients cannot expect or demand that the builder to paint all walls in a room when the job quoted for was the installation of a wall vent; or clients can't expect or demand that a builder paint the whole ceiling in a room when the job specified is an extraction fan installation, clients cannot expect or demand that the builder paint all walls in a room when replacing the skirts, clients cannot expect builder to complete any work not specified in the quote details.
 - iii. Whole room renovation does NOT include;
 - 1. ceilings replacement or painting
 - 2. floor restoration
 - 3. Windows cleaning or replacements
 - 4. Window frames restoration/ painting
 - 5. Door frames
 - 6. Doors
 - 7. Door knobs
 - 8. Edge trims
 - 9. Cornices & skirts
 - 10. Electrical power outlet points
 - 11. Electrical light switches
 - 12. Electrical lights
 - 13. Extraction fans
 - 14. Electrical circuits
 - iv. Clients should never assume that there are any other services or products included in a quote.
 - v. A product or service not specified on a quote will not form part of a quote value period.
- e. Full or Complete Renovations ONLY refers to a internal classification of the service type.
- i. There are partial and light renovation classifications as well.
 - ii. In no way does this refer to ALL COSTS OF ANY AND ALL NATURE TO BE INCLUDED IN THE QUOTE PRICE.
 - iii. It is simply a classification internally.
 - iv. Only products discussed, mentioned in writing and on the quote is included in the quote.
 - v. Variations and additional products or additional labor or project management or change management costs or fees WILL be additionally charged.