TERMS AND CONDITIONS

Please Note: We recommend that you carefully read and understand the Terms and Conditions as set out below, as these terms will take full effect upon the receipt of Customer quotation approval.

Quotation Terms and Approval:

- 1. All quotations given by All Coast Roofing Pty Ltd are subject to acceptance by the customer within 30 days of the date of the quotation.
- 2. Upon acceptance, the quote is to be signed or written confirmation sent via email and the 25% deposit is to be paid the day of acceptance.
- 3. For all quotations which exceed \$5,000 formal contracts will be drafted and specify conditions of progress payment terms which must be met from here forth.
- 4. A scheduled booking date will not be confirmed unless the deposit payment has been received or arrangements met.
- 5. All quotes and deposits are to be made within the terms outlined.
- 6. All Coast Roofing Pty Ltd will perform all works as per detailed in the supplied quotation and in accordance with State OH&S Acts, Regulations, Codes of Practice and Australian Standards.
- 7. All Coast Roofing Pty Ltd reserves the right to refuse jobs at its own discretion (without prejudice)

Alterations or Variations:

All Coast Roofing Pty Ltd shall not be obliged to perform or undertake any additional work, not specifically mentioned in the supplied quotation and agrees to undertake only that work described on the face hereof. Any additional works that shall be required to complete the approved quoted works will be done so in a satisfactory manner (We will be the judge thereof) shall be at an additional cost to the Customer.

We shall be entitled to suspend work and submit a price of any such additional work and if the Customer, you should fail to approve for us (All Coast Roofing Pty Ltd) to proceed or have the defect rectified to our satisfaction, this Contract shall be deemed at an end and we shall be entitled to payment for all work done and all materials supplied to date of suspension of the work anything to the contrary hereinbefore contained notwithstanding.

- 1. Prices quoted for all products/services are subject to variation by All Coast Roofing Pty Ltd.
- 2. Further prices may be amended by All Coast Roofing Pty Ltd if a significant error of fact can be shown in the original quotation.
- 3. Any variations to these Terms & Conditions will be deemed to have been received by the customer if they are forwarded to the last known postal address of the customer.

Cancellations:

All Coast Roofing Pty Ltd reserves the right to withdraw from any contracted works prior to the commencement of works. Any deposit monies received by All Coast Roofing Pty Ltd from the client shall be refunded.

- 1. If you choose to cancel or modify your quote we require minimum 2 week notice via email. There is no cancellation fee at this point, less than 2 weeks, you will be billed for all costs incurred until this point, including:
 - 2.1 Ordering of materials
 - 2.2 Hiring of and supplying of equipment
 - 2.3 Labour costs
 - 2.4 Cancellation and delay of work

Delays:

- 1. All Coast Roofing Pty Ltd will carry out works in a reasonable time-frame. However, delays can occur from time to time due to elements and unexpected events.
- 2. Extreme weather conditions and/or rain days may delay the commencement of work or prevent specific works being carried out.

For Example:

- Re-bedding and re-pointing work
- Colour application to roof
 - 3. A situation may arise where we have become inadvertently delayed due to illness, injury; material supplies delays, council work or weather.

4. Emergency work required to be undertaken by All Coast Roofing Pty Ltd for safety hazards and emergency repairs at another site will take precedence over other work scheduled. However, All Coast Roofing Pty Ltd will do its utmost to ensure our clients are kept informed and work schedule is kept on track.

Client's Obligations &/or Landlords or Managing Agents:

1. Please inform our company representative of any known site hazards.

For Example:

- Hazardous chemical on-site
- Electrical and plumbing service problems
- Asbestos
- Other work scheduled at the same time
 - 2. Notify other parties that maybe affected by the work carried out on your property.

For Example:

- Neighbours
- Tenants, etc
 - 3. Cars, motorbikes, etc are to be removed from the access points to your property to allow access for the tradesmen to carry out work to your property. These will also safe guard your property from damages which may incur from the high pressure cleaning and/or spray machines.
 - 4. All Coast Roofing Pty Ltd is not responsible for damages to property if property has not been removed or covered. If our staffs are unable to carry out work due to being unable access the work site due to lock out or cars blocking driveway etc, you may occur a labour charge due to delay.
 - 5. To notify All Coast Roofing Pty Ltd of site changes that may have changed since the time of quoting.

For example:

- Other work has been carried on your roof (solar panels etc.)
- Other parties have been on the roof that may have caused additional works (i.e. broken tiles, etc.)
 - 6. The Customer shall provide power on-site, if not, generator hire costs will be incurred.

Damages or Loss:

- 1. Subject to any terms and conditions, All Coast Roofing Pty Ltd shall not be liable for any loss or damage of any kind including, due to delay or failure to deliver work or goods. Without limiting the general this includes consequential damages or losses.
- 2. All Coast Roofing Pty Ltd takes no responsibility for the existing condition of dwelling or building or unit to which our works attach.
- 3. All Coast Roofing Pty Ltd does not undertake to bring any dwelling or building or unit up to current Australian Standards. Our works attach to the existing substructure in its existing size, shape, form and span. It is the responsibility of the customer to ensure Australian Standards are able to be met if and when applicable.
- 4. Any times quoted for delivery and installation are estimates only and All Coast Roofing Pty Ltd shall not be liable for failure to deliver or install or for delay in delivery or installation arising from any cause whatsoever beyond our control.
- 5. Occasionally, during high pressure cleaning water entry may occur. Our tradesmen will use all preventative measures possible to ensure this does not happen. However, should your property sustain water ingress during this service, we do not accept any responsibility for any damages which may occur.

Payment for work:

- 1. If the customer fails to pay the purchase price as said above All Coast Roofing Pty Ltd shall be entitled (without prejudice to any other right).
- 2. All Coast Roofing Pty Ltd is protected under the Building & Construction Industry Security of Payment Act 2002. This Act is to ensure that any person/s who undertake construction work or who undertakes to supply related goods and services under a contract is entitled to receive and is able to recover progress payments in relation to the carrying out of that work and the supplying of those goods and services.
- 3. All Coast Roofing Pty Ltd works are defined under Section 5 of the Act are deemed as Construction work.
- 4. The price quoted will be paid in full upon the completion of work without any deductions unless otherwise agreed in writing by all parties.
- 5. Payment cannot be withheld for any complaints or issues which may arise. If you do have any complaints it is important to notify us within 7 days via phone call or email, so we can formulate a remedy to resolve your complaint.

- 6. EFT payments to be transferred by 5pm close of business and confirmation email sent to accounts@allcoastroofingandmaintenance.com.au
- 7. We accept Mastercard and Visa credit card payments via a phone call to our accounts office or you can do it yourself online following the prompts on your digital copy of your invoice. This also must be processed by 5pm close of business on the day said works have been completed.
- 8. Consequences for withholding or refusal to pay where works and the supplying of any goods or services have been issued will result in legal proceedings at the expense of the Customer under the Building & Construction Industry Security of Payment Act 2002.
- 9. All materials are the property of All Coast Roofing Pty Ltd until the job has been paid in full.
- 10. Should it be considered necessary by All Coast Roofing Pty Ltd ABN 26 647 987 406 (hereinafter referred to as "the Company") to incur legal and/or other expenses including any such expenses to any agency or supplier in obtaining or attempting to obtain payment of any amount due by the Customer, the Customer is liable for the payment of those expenses, interest at current bank overdraft rates may be charged on any overdue amount on the account and further.
- 11. In consideration of any grant of credit, the Customer expressly undertakes to pay all such interest in the goods supplied shall remain the Company and shall not pass to the applicant until all monies owing by the applicant to the Company. Together with any collection, repossession and/or legal costs incurred have been paid in full including GST where applicable.

Warranty:

- 1. Guarantees and Warranties vary according to the products used and/or the works being performed at your property. Depending on these factors, product warranties range according to the product manufacturers warranties of up to fifty years.
- 2. All Coast Roofing Pty Ltd has a 7-year workmanship guarantee/warranty & Builder's Warranty which applies to all full restorations, bed and points, new roofs and roof replacement works.
- 3. Any minor repairs carried out by All Coast Roofing Pty Ltd are guaranteed for a 1 year period, unless otherwise stated.
- 4. Our warranty/guarantees apply upon the completion of all works and the receipt of final payment.
- 5. If our work should fail for any reason within that time, we guarantee to investigate and resolve the issue as quickly as possible without charge.
- 6. In the event that All Coast Roofing Pty Ltd is contacted to resolve any Warranty issues which are unrelated to our work, or the damage is a result of other trade contractors, a call-out surcharge of \$195.00 (inc. GST) will be applied and payable immediately. Additional charges may apply if the damages sustained are extensive.