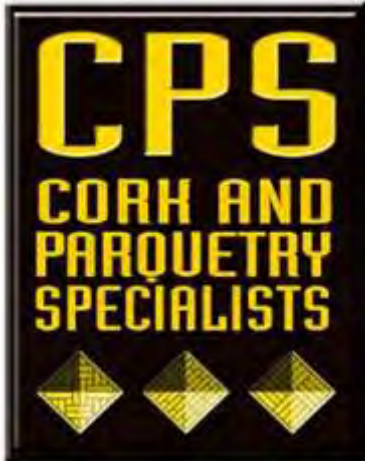


Terms and Conditions



1. Definitions and Interpretation

- (a) "**Commencement Date**" means the date the Contractor commences the Works.
- (b) "**Contract**" means this agreement.
- (c) "**Contract Sum**" means the amount payable by the Customer to the Contractor for the Works.
- (d) "**Contractor**" means Cork & Parquetry Specialists of Shops 9 & 10, 17-19 Stephen Street, Belmont VIC 3216 ABN 12 723 756 235.
- (e) "**Contractor's Margin**" means the margin applied to the Quotations allowing for extra services required to complete the Works.
- (f) "**Customer**" means the person who the Contractor conducts the Works for.
- (g) "**Goods**" means the materials and equipment used by the Contractor to complete the Works.
- (h) "**Latent Condition**" means any condition of the surfaces on which the Works are to be performed which is not usual for such surfaces.
- (i) "**Payment Schedule**" means the Schedule of payments attached to this Contract stating the manner in which the Customer must pay the Contractor.
- (j) "**Quotations**" means all and any quotations issued by the Contractor to the Customer in respect of the Works.
- (k) "**Site**" means the property from which the Works are to be conducted.
- (l) "**Works**" means the works to be completed by the Contractor on behalf of the Customer.

2. General

This Contract shall be read and applied so as to exclude, restrict or modify or have effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied (including the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1999* (Vic)) and which by law can be excluded, restricted or modified.

3. Contractor's Quotations

Unless previously withdrawn, the Quotations are open for acceptance within the period stated in them or, when no period is stated, within sixty (60) days from the date stated on the Quotation.

4. Completion of Works

The Contractor must carry out and complete the Works in a proper and tradesperson like manner, in accordance with this Contract and using materials that are suitable, new (unless otherwise stated in this Contract) and free of structural defect. The Contractor must supply everything necessary to carry out the Works unless otherwise agreed between the parties.

5. Payment

- (a) The Customer must pay the Contract Sum to the Contractor in the manner and at the times stated in this Contract.
- (b) Payments will be due on the Payment Schedule. The Customer agrees that all payments will be made without retention. In the event a scheduled payment is not made when due, the Contractor may, at its option, suspend performance and/or exercise any and all legal remedies available to the Contractor. If legal action is brought to collect any overdue payments from the Customer under the Contract, the Contractor shall be entitled to recover its reasonable legal and other collection costs.

6. Possession of Goods

- (a) The Customer acknowledges that there is no retention to be held in relation to the Goods.
- (b) Possession of Goods and the Works shall not pass until payment in full is received by the Contractor from the Customer and such payment is cleared. The Customer acknowledges that it will be wholly responsible for insuring the Goods delivered and stored at his/her premises prior to installation and will be kept safe from damage and theft.

7. Warranties and Indemnities

- (a) The Works are guaranteed for a period of twelve (12) months from the Commencement Date but is not transferable to future owners if the Customer's property is sold.
- (b) The Customer agrees that:
 - i) except as stated in this Contract or contained in any warranty statement provided with any good or service provided by the Contractor or required by the law, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods is expressly excluded;
 - ii) all conditions and warranties implied into contracts for the supply of goods and services (whether express, implied or otherwise) are excluded to the maximum extent permitted by the law;
 - iii) The Contractor is not liable for any consequential loss or damage incurred by the Customer or any third party howsoever caused, including (but not limited to) loss of profit, business or goodwill; and
 - iv) The Contractor is not responsible for the cost of any work done or undertaken on any Goods or Works where such Works results from that good not having been used or installed by the Customer in accordance with any use or installation/maintenance specifications supplied by the Contractor.
 - v) The Contractor will not in any event be liable under or in connection with any warranty for any claim for consequential loss, loss of opportunity, revenue, profit or anticipated profit, accommodation costs, removal or storage of furniture or

legal fees arising from this Contract, negligence or otherwise.

- vi) A full refund is limited to one hundred percent (100%) of the Contract Sum in the case of the Contractor not being able to rectify any problems which may arise with the Goods or Works.
- vii) Where the Contractor lays Goods supplied by others they offer no guarantees on the Goods and will not be held responsible for any faults in the materials or any problems which may occur in respect of the Goods.
- viii) When sanding and polishing floors supplied and laid by others the Contractor guarantees the quality of the Works performed by the Contractor but offer no guarantee as to the quality of the existing materials. Claims of faulty workmanship will only be recognised when inspected by an ATFA accredited floor inspector. Faulty works that are not covered include, but are not limited to, building leaks, timber colour changes, crowning or doming, crushing of boards, cupping, discolouration in boards, drummy boards, edge-bonding, excessive movement under foot, gapping, ghosting or tattooing, timber grading or species, indentations, timber length distribution and joint alignment, lyctus borer, moisture ingress, peaking and lifting, splits, squeaking, tenting, termite damage, unsound substrates, wet sub-floor spaces, white lining or tram lining or floors that are subjected to very high or very low humidity.

8. Commencement of Works

- (a) The Customer must give the Contractor possession of the site on which the Works are to be completed by the Commencement Date.
- (b) The Contractor must commence the Works by the Date for Commencement or within fourteen (14) days after receiving all necessary materials, consents, approvals and permits to carry out the Works, whichever is the later.

9. Site Conditions

- (a) On becoming aware of the existence of a Latent Condition, the Contractor must promptly give the Customer a written notice containing details of the Latent Condition, including the Contractor's estimate of any work required (including plans and designs) and the estimated costs to overcome the Latent Condition.
- (b) On giving the owner a written notice under Clause 9(a), the Works are deemed to have been varied to include the services required to overcome the Latent Condition. Unless otherwise stated in this Contract, the cost to the Contractor, together with the Contractor's Margin applied to the total cost, is to be added to the Contract Sum and included by the Contractor in the next progress claim.
- (c) The Contractor requires clear and safe access to the Site, with stairs installed and the work area cleaned out ready for work to commence, if you require the Contractor to clean out the area there will be an additional charge. Where, on request, or necessity, the Contractors are required to move or remove any furniture, white goods, appliances or internal fixtures or fittings, the Contractor does so at the Customers risk and expense. The Contractor take no responsibility whatsoever for the costs of any damage incurred.
- (d) All existing floor coverings are to be removed and the sub-floor is to be cleaned and free of all contaminates. If the Customer is unable to remove previous adhesives, a concrete grinder may be required or the floor may need to be sanded. If the floor has been treated with any substance the Customer must inform the Contractor immediately. Examples of such treatment include but are not limited to bond crete or other sealers as they do not allow the adhesive require to complete the Works to bond to the concrete and further costs associated with the preparation of treated floors that the Contractor is unaware of will be borne by the Customer.

10. Occupational Health & Safety

- (a) The Customer acknowledges and agrees the following services shall be supplied free of charge to the Contractor and according to the specifications contained herein in order for the Contractor to conduct the Works:-
- i) Power—15 amp / 240 volt electrical power shall be supplied within twenty (20) meters of any area where work is to be conducted it must be fitted with an R.C.D.
 - ii) Lighting—full and final lighting as designed for the completed project must be fully operational prior to the work commencing.
 - iii) Site storage—is to be provided free of any moisture from wet trades or any other source.
 - iv) Toilet facilities—for employees, agents and sub-contractors of the Contractor.
 - v) As work sites can be dangerous places all facets of the Occupational Health & Safety Act will apply and any one unauthorized to be in the work space will be asked to leave, unless they have completed a yellow or red card, and then only at the discretion of the Contractors who will be able to access the risk to all concerned.
 - vi) The Customer acknowledges that all artificial temperature controls, such as air conditioners and sub-floor heating has been fully installed prior to finishing of floors.
 - vii) **UNSAFE WORK PLACES & PRACTICES WILL NOT BE TOLERATED. Should the Contractor deem a Site to be unsafe it will cease the Works immediately until such time as the Site is rectified to the Contractor's satisfaction at the Customer's expense.**

11. Onsite Services

- (a) The Contractor confirms the onsite services as follows:-
- i) Laying of unfinished floors is to take place after plaster but prior to fit out.
 - ii) Laying of pre finished floors to take place after all other work is completed.
 - iii) Floor sanding and coating to take place after completion of all other work on site except for the final coat of paint to skirting and walls which shall be done after completion of floors. If paint work is completed prior to sanding and polishing it should be properly dry and cured before application of polyurethane to the floor (refer to paint manufacturers recommendations). Edge sanders are designed to run around kitchen kickers and skirting boards therefore small touch ups may be expected in certain areas. During winter months and areas of poor ventilation drying of paintwork may be extended. Where paint is uncured it may be affected by the solvents in the polyurethane and lead to random staining of the paint. Where paint work has been completed, certain timber species dust can be attracted and stain this paint work. Therefore finish painting after sanding and polishing. We will not be held responsible for damage to paint work affected in these ways.
 - iv) Carpets to be laid after the floors are finished.
 - v) All gas and electrical appliances that are required to be moved should be done by qualified personnel only. Turn all pilot lights off.
- (b) The Customer may require alternative accommodation as freshly coated floors are not able to be walked on until at least the following day. Drying times vary between

coatings and are dependent on a number of variables including weather.

- (c) It is the Customer's responsibility to ensure all furnishings unable to be moved are suitably covered, light fittings, curtains and other such items should also be covered to prevent dust from entering.
- (d) Sanding machines are fitted with dust extraction devices and the Contractor will endeavor to collect as much dust as possible. However, subject to the Contractor's best endeavors, there will always be dust particles that settle on the newly finished Surface and there may be a small amount of dust throughout some areas of the house. Some dust may also be evident on freshly painted walls.
- (e) The removal of deep cuts, gouges and stains from the boards is sometimes impossible.
- (f) Boards damaged by the borer are not usually filled nor will they be as glossy as the rest of the floor. The filling of these gaps between boards is not usually undertaken due to subsequent shrinkage and expansion in the timber causing cracking in the filler which may lead to delaminating of the coating.
- (g) "Black Japan" or stains previously applied to the outside of rooms may lead to a two tone affect.
- (h) The Customer acknowledges that a variation in colour and grain between boards is likely to occur.
- (i) As timber is a natural product no two (2) floors are the same, nor is any sample shown to you an exact replica of what to expect only an indication. Timber will vary in colour and grain between species, batches and mills. The grading of the timber will vary from batch to batch and mill to mill.
- (j) Full curing of floors usually takes approximately ten (10) to fourteen (14) days, depending on which coating is used.
- (k) All prices are exclusive of the fitting of quad moldings and/or supply and fitting of door ripple bars unless otherwise stated. Unless directed the Contractor will fit an appropriate coloured door bar and an appropriate quad of as selected by the Contractor. If the Customer has any special requirements as to specific colours they would like they must inform the Contractor seven (7) days prior to installation. Any requests of the Customer after the Works have commenced will not be satisfied by the Contractor. Quad is timber and it is usual to expect a variety of different colours. It will not match the floor exactly.
- (l) All floors will be coated with clear gloss polyurethane (unless otherwise stated). Staining of floors or use of alternate coatings, such as water based coatings, are available upon request by the Customer to the Contractor at the Customer's additional expense.
- (m) All products and prices offered by the Customer are subject to availability.
- (n) The Contractor does not recommended installing solid timber flooring in bathrooms, laundries or other wet areas.
- (o) All prices given by the Contractor for sub-floor preparation do not include moisture barriers or leveling of slabs unless otherwise stated.
- (p) Variations of colour within a timber species are normal, therefore photographs and samples provide an indication only of the colour range of the timber species shown. Timber will not be accepted for return or to be replaced because of colour inconsistencies. The Contractor does not sell a specific colour, only a specific species of timber. The Customer acknowledges that it has familiarised itself with the

grades of timber available as Goods will not be accepted for return if the grade quoted and ordered is the same as is provided .

- (q) Timber is a natural product and will change its moisture content to remain in equilibrium with the surrounding atmosphere, therefore the timber could shrink or expand. To minimize the amount of movement in floors extremes in weather conditions should be minimized as much as is possible. Ducted heating and refrigerated air conditioning will make timber shrink where as moisture from evaporative air conditioners will make timber swell especially when the timber is in a raw state. The Customer must inform the Contractor if it has or plans to have slab heating or evaporative cooling fitted in to their property as this will affect the way that we can proceed with installation of timber flooring in your house. Once timber has been laid, it is left to acclimatize for several weeks before sanding and polishing, meaning it is left glued in the raw state. Direct sunlight should be prevented from coming in to contact with timber as this may lead to the timber shrinking.
- (r) Concrete slabs which are either cut in low to the surrounding area or have garden beds elevated next to the external wall should be cleared away and have good drainage around the outside of the wall to prevent moisture from either finding its way in to or under the timber flooring. It is recommended a fall to the soil surrounding the concrete slab of 100mm over the first 3 metres. Otherwise a moisture barrier should be used. Where a moisture barrier is used and good drainage is not present around the exterior of the house and water can slope back towards the floor the moisture barrier will not prevent this. All external guttering & drainage to be completed before job commenced. It is the Customers responsibility to prevent moisture from entering the slab via poor drainage or poor plumbing practices.
- (s) All floors that are laid using 19 mm Tongue & Groove flooring will be trowel glued using Bostik Ultra set and secret nailed. When the width of the board exceeds 90mm the boards will then require to be top nailed as well (unless otherwise specified by manufacturer)
- (t) Overlay floorboards are sold in random lengths from 0.3 to 3 meters. Size will vary depending on species. All 19mm floorboards are sold in random lengths from 0.5 to 4.5 meters. Flooring products will not be accepted for return, credit or exchange unless proven to be a manufactured fault (natural variations in length specifications and/or colour are not considered manufactured fault and therefore no returns/claims for such will be accepted.
- (u) The installation of overlay floorboards on concrete to be fixed using a polyurethane elastomeric adhesive and randomly fixed with hardened nails, the amount of nails will vary depending on sub-floors and the quality of materials received. If floorboards are fixed directly to concrete, some nails will be exposed. This method is not secret nailing.

12. Insurance

- (a) The Contractor must effect and maintain the following insurance policies:
 - i) Work Cover or any other insurance required by law; and
 - ii) in respect of third party personal injury or property damage, public liability insurance for an amount not less than \$5 million per occurrence.
- (b) If the works comprise of the alterations, addition or repair of an existing building, the Customer must effect and maintain a policy of insurance over any existing building affected by the Works and their contents.

13. Jurisdiction

The proper law of all contracts arising between the Contractor and the Customer is the law of the State of Victoria and the Contractor and Customer agree that all claims and disputes relating to the Works completed shall be determined in the Court of competent jurisdiction in the State of Victoria.

14. Notice

The Contractor may, from time to time and without notice, change or add to these terms and conditions. The Customer agrees that it will check the current terms and conditions on a regular basis so that they are aware of any changes or additions to these terms and conditions.

Please ensure you have read and understand all of the terms contained here and that you have taken appropriate steps to have terms and conditions explained.

Creative flooring solutions!