

TERMS & CONDITIONS

1. This quote is subject to the following and any changes will be charged accordingly:

- Any modifications to original details.
- Increase in material costs.
- Any machine, pump and / or concrete delays.
- Unless specified in written quote, ground is to be prepared at the correct height and depth +/-10mm of subgrade height before CS Concreting Construction Pty Ltd commences work, excessive digging performed by CS Concreting Construction Pty Ltd due to incorrect preparation will be charged accordingly.
- Unless specified in written quote, when moving dirt, debris, sand or any other materials CS Concreting Construction Pty Ltd will dig and stockpile once only. Any changes to this will be charged accordingly.
- Unless specified in written quote CS Concreting Construction Pty Ltd will take no responsibility for the removal and dumping of dirt and hold the right to pass on charges, in full, associated with the removal and dumping of dirt to the client.
- Unless specified in written quote CS Concreting Construction Pty Ltd accepts no responsibility for the checking of formwork, drains or steel that has not been sub contracted to CS Concreting Construction Pty Ltd. This is the direct responsibility of the client & the alternative contractors and not that of CS Concreting Construction Pty Ltd.
- Unless specified in written quote it is up to the client to supply correct information in regards to specific; heights, falls, starting points, depth, width, length or any other information given to determine concrete placement. Any incorrect information supplied will be charged accordingly.

2. Formation of Contracts:

- CS Concreting Construction Pty Ltd quotes are valid for 30 days from the date on quote.
- The client agrees to allow photographs of the work in progress and completed work to be taken by CS Concreting Construction Pty Ltd or self-promotional purposes unless requested by the client in writing.
- All terms and conditions will continue to apply to the quoted customer (either quoted physically or over the phone) on any variations to the work or future works.
- By allowing CS Concreting Construction Pty Ltd to commence work, it is implied that the customer has read CS Concreting Construction Pty Ltd's Terms & Conditions and agrees to CS Concreting Construction Pty Ltd's terms and conditions, regardless of whether or not a written quote has been signed.
- CS Concreting Construction Pty Ltd's Terms and Conditions are subject to change and are effective immediately upon change without any prior notice to client.
- These Terms & Conditions shall override and take the place of any other Terms & Conditions, contract or document used by the client in concluding a contract with CS Concreting Construction Pty Ltd.

3. Terms of payment:

- If quote is less than \$20, 000 a 50% deposit of total quoted price will be required before CS Concreting Construction Pty Ltd begins work. If the quote is for more than \$20, 000 a 35% deposit of the total quoted price will be required before CS Concreting Construction Pty Ltd begins work. This can be paid by cheque, direct deposit or cash.

CHEQUES

Payable to: CS Concreting Construction Pty Ltd
Post to: 122 South Street
Fremantle WA 6160

DIRECT DEPOSIT

Name: CS Concreting Construction Pty Ltd
BSB: 066 144
Account No: 10213574

CASH Please call 0448 880 973

- Full payment is due within 7 days of job being completed unless otherwise specified.
- Any late payments will result in a penalty of the WACC interest rate, 90day RBA rate plus 10%, calculated monthly from the first day of missed payment.
- The Client will pay CS Concreting Construction Pty Ltd a \$75 late fee on any overdue amounts effective immediately when invoice is due.
- Any other terms relating to payment will be specified on quotation document.
- All payment claims submitted by CS Concreting Construction Pty Ltd are made under the Building and Construction Industry Payments Act 2004.

TERMS & CONDITIONS

- Services provided by CS Concreting Construction Pty Ltd remains the property of CS Concreting Construction Pty Ltd until such time that payment in full has been received. CS Concreting Construction Pty Ltd holds the right to seize any other works being carried out on our property until payment has been received in full.
- Any charges incurred by CS Concreting Construction Pty Ltd to recover funds or losses will be passed directly onto client in addition to invoiced amount. This includes but is not limited to; debt collection agency fee's, solicitors fees, mediation fees, court fees and handling fees.
- Where payment cannot be made in full CS Concreting Construction Pty Ltd holds the right to sell off any appropriate asset of the client to recover lost funds in full as well as any associated legal fees. These assets include but are not limited to; house, land, motor vehicle, shares and/or any other substantial asset.
- Any dispute will be resolved by application of the dispute resolution process developed by and detailed on: BCinfo@commerce.wa.gov.au

4. Delays:

- The successful completion of the works quoted is subject to the client providing reasonable access and availability to job site. Therefore no responsibility is accepted for any delays resulting from a lack of access or availability including interference / noncompliance from other trades and suppliers. Delays are also subject to poor weather conditions and in turn will be completed as soon as possible, when possible. Any on site delays out of CS Concreting Construction Pty Ltd's control, where CS Concreting Construction Pty Ltd, its employees and/or sub-contractors are forced to stop work for any period of time longer than 15 minutes will be charged directly to client at \$75 per hour plus GST, this is calculated every 15 minutes, per person provided by CS Concreting Construction Pty Ltd on site. These delays include but are not limited to; interference from other trades, materials or machinery not arriving on time, interference from safety officers and interference from client.
- CS Concreting Construction Pty Ltd holds the right to directly charge client for waiting times and/or overtime charges on machinery, concrete pumps and concrete trucks associated with interference from other trades, materials or machinery not arriving on time, interference from safety officers and interference from client.

5. Variations:

- Any works completed by CS Concreting Construction Pty Ltd that is not specified on the quote will be charged accordingly to client. CS Concreting Construction Pty Ltd holds the right to charge variations to client with a verbal quote and without the submission of a written quote.
- CS Concreting Construction Pty Ltd assumes that any information given to CS Concreting Construction Pty Ltd by the client and/or clients' employees is correct. This information includes but is not limited to specific; heights, falls, starting points, depth, width, length or any other information given to determine concrete preparation or placement. CS Concreting Construction Pty Ltd's quote prices do not include any extra charges associated with correcting work where incorrect information has been supplied by the client and/or clients' employees and as a result boxing, excavation, digging and setting out has to be redone. Where incorrect information has been given and any works completed by CS Concreting Construction Pty Ltd has to be redone as a direct result of incorrect information supplied by the client and/or clients' employees to CS Concreting Construction Pty Ltd and/or CS Concreting Construction Pty Ltd's employees, CS Concreting Construction Pty Ltd holds the right to charge the client at \$75 per hour plus GST, calculated every 15 minutes, per person provided by CS Concreting Construction Pty Ltd on site to redo any works up to the point where CS Concreting Construction Pty Ltd was immediately prior to the error being noticed. CS Concreting Construction Pty Ltd reserves the right to charge the client at \$75 per hour plus GST, calculated every 15 minutes, per person provided by CS Concreting Construction Pty Ltd on site to redo any works up to the point where CS Concreting Construction Pty Ltd was immediately prior to the error being noticed without any written or verbal consent from the client.
- When quote includes excavation or supervision of excavation to be performed by CS Concreting Construction Pty Ltd, CS Concreting Construction Pty Ltd holds the right to charge the client for any interference out of CS Concreting Construction Pty Ltd's control that in turn results in longer machine time and/or machine supervision time. These reasons includes but are not limited to hitting rock, inexperienced operator, poor site access, poor machinery choice or machine failure. Extra machine supervision time will be charged out at \$75 plus GST, per hour, per person, calculated every fifteen minutes, any extra machine time will be charged out at CS Concreting Construction Pty Ltd's actual cost plus 10% plus GST which is fully payable to CS Concreting Construction Pty Ltd by client.

6. Defects & Back Charges:

- Any defects will not be rectified until CS Concreting Construction Pty Ltd has received payment in full of works completed.
- CS Concreting Construction Pty Ltd is not responsible for the effects on, or damage to its services caused by weather, animals, children, vehicles or any force or effect not associated with, or controllable by CS Concreting Construction Pty Ltd.

TERMS & CONDITIONS

- Any defects must be submitted in writing within 48 hours of the defect being known to client to be recognised at all by CS Concreting Construction Pty Ltd.
- CS Concreting Construction Pty Ltd requires 14 working days from the written letter being received to rectify any defects.
- CS Concreting Construction Pty Ltd will not accept any back charges originating from defects unless three written quotes have been submitted to CS Concreting Construction Pty Ltd to repair the defect and CS Concreting Construction Pty Ltd has given a written acceptance of the back charge and its amount.
- CS Concreting Construction Pty Ltd does not accept any extra charges incurred from materials, labour, machine hire or delivery on a Saturday, Sunday or public holiday.
- CS Concreting Construction Pty Ltd accepts responsibility of work in progress only whilst employees of CS Concreting Construction Pty Ltd are on site.
- CS Concreting Construction Pty Ltd accepts no responsibility for the defects of any job that is a result of plumbing, formwork or steel fixing that has not been supplied by CS Concreting Construction Pty Ltd. If any of the plumbing, formwork or steel fixing is incorrect we accept no responsibility for the finished concrete's height, falls, drainage, steel coverage or aesthetics.
- It is up to the client to supply CS Concreting Construction Pty Ltd with the most up to date plans. CS Concreting Construction Pty Ltd takes no responsibility for defects resulting from incorrect or out dated plans supplied by the client and/or clients' employees.
- CS Concreting Construction Pty Ltd holds the right to assume that any given information by the client and/or clients' employees is correct. This information includes but is not limited to specific; heights, falls, starting points, depth, width, length or any other information given to determine concrete placement. CS Concreting Construction Pty Ltd takes no responsibility for defects resulting from incorrect information supplied by the client and/or clients' employees. The client will be fully responsible for any defects and cost associated with incorrect information been supplied.
- CS Concreting Construction Pty Ltd accepts no liability for the outcome of any job where the client and/or clients' employees has specifically requested for a component or the entire job to be done a specific way that is different to that of the plans or CS Concreting Construction Pty Ltd and its employees and/or subcontractors judgment. CS Concreting Construction Pty Ltd holds the right to follow the instructions of the client without the form of any written consent and that of verbal consent only, in which case the client will be fully responsible for any defects and cost associated with these defects as a direct result of these changes.
- CS Concreting Construction Pty Ltd takes no responsibility for incorrect work resulting in a covenant on the property. It is the clients' responsibility to ensure that the work they are requesting falls within.

7. Day Labour

- When quoting a day labour rate CS Concreting Construction Pty Ltd provides a maximum of 8 hours labour per person, per day supplied by CS Concreting Construction Pty Ltd. Any extra hours are calculated every 15 minutes and charged at the day labour rate, divided by 8, times the hours worked over 8 hours. This amount is fully payable by client to CS Concreting Construction Pty Ltd.
- CS Concreting Construction Pty Ltd supplies day labour under the direct direction of the client only. Therefore it is the client's full responsibility to direct and check the work of CS Concreting Construction Pty Ltd's sub-contractors and/or employees. CS Concreting Construction Pty Ltd assumes no responsibility for the outcome of any job where a day rate is quoted; it is the client's full responsibility to ensure that the job is being executed correctly and the client is responsible for all cost associated with the job.

8. Cancellation Policy:

- A minimum of 24 hours' notice is required for cancellation of a job at any time. This must be in writing. If less than 24 hours' notice is given a cancellation fee of \$100 inclusive of GST will be charged to client, which is fully payable to CS Concreting Construction Pty Ltd. If 2 hours or less in cancellation notice is given the client will be charged, in full for the costs incurred by CS Concreting Construction Pty Ltd which include but are not limited to; subcontractor bills, concrete pump bills, administration charges, employee wages, cancellation fees from any company, call out charges from any company and any other charges incurred from CS Concreting Construction Pty Ltd.
- In the instance where a job is cancelled completely the client will be charged for all materials specific to the job as well as any other charges incurred by CS Concreting Construction Pty Ltd which is payable, in full you CS Concreting Construction Pty Ltd.

9. Workplace Health & Safety:

- In the interests of everybody's safety CS Concreting Construction Pty Ltd strictly complies with the Western Australia's Workplace Health and Safety (Building and Construction) Laws. A full guide of this legislation is available at: <https://www.commerce.wa.gov.au/worksafe>