

TERMS & CONDITIONS



Acceptance of Quote & Scope of Work

- a. By accepting a quote from Urban Floors Australia Pty Ltd Australia Pty Ltd (ABN 47550274486) ("the Contractor"), the Client agrees to these Terms & Conditions. Acceptance can be via written or verbal confirmation or payment of the deposit into our nominated bank account.
- b. Variations to the quote are subject to Contractor approval and may incur additional costs.
- c. Quotes are valid for 30 days unless otherwise stated. The Contractor reserves the right to revise the quote if site conditions differ from those initially assessed or if the project is required to be undertaken in multiple stages. If the Client reduces the project scope, the per square metre rate may be revised.
- d. The Contractor may refuse to undertake work if site conditions are deemed unsuitable or hazardous. Any work completed outside the quoted scope may be subject to additional charges. The Contractor reserves the right to subcontract portions of the work if required.
- e. If a variation is requested onsite by a client representative, the Contractor will make all reasonable efforts to provide the variation in writing. If timely authorisation is not provided and work proceeds to maintain the project schedule, the Client remains liable for the full cost of the variation.

2. Rescheduling

- a. Once installation dates have been confirmed, the Contractor allocates installation crews, equipment and resources specifically to the Client's project.
- b. If the Client postpones or reschedules the project within 4 business days of the scheduled commencement date, a rescheduling fee of \$1,500 + GST may apply. For larger or multi day projects, where the loss associated with allocated labour and resources exceeds this amount, the Contractor reserves the right to charge a reasonable additional amount having regard to the crew size, installation time reserved and costs incurred.
- c. Any revised installation date will be subject to the Contractor's next available scheduling and cannot be guaranteed within the Client's originally preferred timeframe.
- d. The Contractor reserves the right, at its discretion, to reduce or waive a rescheduling fee having regard to the circumstances.
- e. On occasion, the Contractor may need to reschedule works due to delays on existing projects, material supply, weather conditions or other unforeseen circumstances. The Contractor will provide as much notice as reasonably possible and reschedule the works at the earliest mutually convenient time.

3. Payment Terms

The Client agrees to pay as per the specified payment schedule in the quote. Deposits, progress payments, and final balances must be made on time. Payments via Zip Money and credit card incur a surcharge. Non-payment or delayed payment may result in project delays, legal action, or contract termination.

For residential projects:

- a. All projects under \$7,500: 50% deposit, 50% on completion.
- b. Other commercial and residential projects: As per quote.
- c. Major commercial projects: 30% deposit with a purchase order; staged payments apply for longer-term or major projects.

Final balances are due upon completion of work. Non-payment may result in withholding of the Care & Maintenance Guide and non-issue or voiding of warranties.

All instalments must be paid in full as a single transaction. The Client must ensure their banking limits accommodate the full payment, as partial payments will not be accepted unless agreed in writing.

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All invoices are payable in accordance with the terms specified on the invoice. A deposit is required to confirm booking and schedule works. The balance is due immediately upon completion unless otherwise agreed in writing.

Delayed or non-payment beyond the due date may result in a 5% interest charge applied to the total amount outstanding, calculated monthly until full payment is received. Failure to settle payment may also result in suspension of works, withholding of warranties, and further recovery action, including debt collection and associated legal costs.

4. Site Access

The Client must provide clear and uninterrupted access to the worksite, including adequate power, water, lighting and facilities.

The work area must be free from obstacles, debris, and non-fixtures.

If, during the site inspection, the entirety of the work area or concrete slab is not visible, the Contractor reserves the right to amend the quote when the substrate is visible and accessible.

The client must ensure that:

- a. The entire work area is available exclusively to the Contractor for the duration of the project
- b. They are available onsite when the crew arrives to provide access to the Contractor and are onsite when the contractor is finished for the day to lock up securely. Alternatively, provide a key safe so that the team can come and go as the job and processes dictate. If a key is given to our team members, we can take no responsibility for the return of that key. If the contractor does not have access to the property and is waiting for access, time waiting will be billed at \$185 ex GST for the first hour or part thereof.
- c. The Contractor has clear, safe and free access for large trucks, heavy-duty generators and equipment.
- d. All non-fixtures are removed before the Client arrives and work commences. The Contractor is not responsible for moving items or any resulting damage.
- e. To enable the grinding process, all doorway widths/openings must be a minimum of 750mm to allow access
- f. All entryways, including doors and windows, remain secured to prevent dust, debris, animals, insects, external debris, foreign matter and any other contamination entering during the installation and affecting the finish.
- g. The work area is sealed and protected. The Contractor reserves the right to charge a variance for any additional works required to attempt to rectify the finish that has been impacted or compromised. In addition, the Contractor can take no responsibility for a change in the finish or any delays that have resulted from this rectification
- h. The floor is dry and free of foreign objects before installation, including the removal of any/all Dyna bolts and other surface obtrusions or foreign objects from the slab. This is not included in the general scope of works and may incur additional costs depending on the extent of labour required
- i. Environmental conditions (e.g., humidity, drafts, and temperature) are controlled.
- j. Sprinklers, back-to-base fire alarms and water sources in the vicinity are turned off 24 hours before installation and for 24 hours immediately following completion
- k. If the Contractor attends site and is unable to commence or continue the scheduled works due to the site being inaccessible, unprepared or otherwise unsuitable for the scheduled installation, an aborted attendance fee of \$1,500 + GST may apply. For larger projects or where multiple crew members have been allocated, additional reasonable labour, travel, equipment or other costs incurred as a result may also be charged.
- l. Where works cannot proceed as scheduled, the project may be rescheduled to the Contractor's next available installation date.
- m. Where works cannot proceed as scheduled, the project may be rescheduled to the Contractor's next available installation date.
- n. Adequate dust sheets and floor protection measures are in place for fixtures and surrounding areas. The Contractor will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding, grinding or installation process.

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Failure to provide adequate site conditions may result in delays or the cancellation of the contract with applicable fees.

5. Pre-Installation & Worksite Conditions

The Contractor is not liable for damage to adjacent surfaces, fixtures, or property unless due to proven negligence. Moisture, existing cracks, or defects in the substrate can impact the final finish. The Client may request a moisture test at their expense. The Contractor does not warrant work performed on compromised concrete.

It is the Client's responsibility to ensure the site is ready and suitable for the scheduled works to commence on the agreed start date. This includes ensuring the work area is clear, accessible and sufficiently protected from weather or other site conditions that may prevent the scheduled installation from proceeding.

Access to power and water must be available onsite for the duration of the project.

If the Client becomes aware, or reasonably should be aware, of any circumstance that may prevent the works from commencing as scheduled, the Client must notify the Contractor as soon as possible.

Where the Contractor attends site and is unable to commence or continue works due to inadequate access, incomplete preceding works, an unprepared or unsuitable site, or another site condition outside the Contractor's control, the rescheduling and/or aborted attendance provisions of these Terms & Conditions may apply.

Urban Floors' decorative overlay systems are designed to build between 2–4mm in thickness, depending on the selected finish. If the client requires a greater build height or is aware that increased depth or levelling is necessary beneath the overlay, it is the client's responsibility to notify Urban Floors prior to the quoting stage so that these works can be appropriately scoped and priced. Failure to advise may result in additional charges or project delays.

Any known issues with the substrate, including but not limited to excessive slope, movement, cracking, or dampness, must be disclosed prior to commencement. If issues are identified during works that were not visible or disclosed prior, Urban Floors reserves the right to issue a variation or suspend works until the issue is resolved.

The Client acknowledges:

- a. Unless previously discussed and agreed, where relevant, it's the responsibility of the Client to remove skirts or that walls and skirts will be masked
- b. Whilst care will be taken, the Contractor is not to be held responsible for any damage done to skirts or walls either through machinery or material or any delamination of paint from walls, floor finishes or other surfaces when tape is removed.
- c. Where joinery, cabinetry, kitchen islands, fixed furniture or other fixtures are installed prior to the Contractor's works, additional hand work, detailing or restricted access may be required, particularly around edges and other difficult to access areas. Where this results in additional labour or alters the quoted scope of works, an additional charge may apply.
- d. Grinding may result in dust or water spread beyond the immediate area.
- e. External environmental conditions may affect the finish.
- f. Surface imperfections, such as minor irregularities and colour variations, are normal.
- g. Any repairs outside the quoted scope may be charged additionally
- h. If slab conditions are deemed unsuitable upon commencement, additional rectification costs may apply.
- i. The Contractor may alter installation methods as needed to achieve optimal results based on site conditions.
- j. That uninterrupted access (within 10M to site power) to working power outlets must be made available to the Contractor during the entire installation
- k. On commercial sites, access to 240v with a minimum of 2 x 10-amp outlets on individual circuits must be made available, and water with a flow of sufficient pressure to complete the job.
- l. If access to power or water is not available, additional costs may be incurred for generator hire or water supply arrangements.

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- m. The Contractor is not liable for delays or defects resulting from exposure to excessive moisture, including rising damp and leaks.
- n. The Client must notify the Contractor of any previous coatings, adhesives, or contaminants that may impact adhesion or finish quality.
- o. If the Client is going to be using specific harsh dyes, or chemicals on the floor, it is the Client's responsibility to make this known to the Contractor during the brief stage so that the Contractor can recommend the most fit for purpose material/finish.
- p. Those particles including, but not limited to; hairs, dust, human and animal hair, fluff from clothing and roller covers and particles may settle in the material/coatings being installed which are then extremely difficult to remove without compromising the finish.
- q. Any rubbish, packaging materials or existing floor coverings, including bags of dust associated with the installation, will be left on site for the Client to dispose of unless paid as part of the project. Waste from the project can be removed if prior notice is given for a removal and disposal fee.

6. Surface Conditions

a. Substrate Conditions & Moisture

The Client acknowledges that concrete substrates naturally contain moisture and are subject to movement and environmental changes that are outside the control of Urban Concrete Floors.

The Contractor is not responsible for issues arising from moisture within the slab, including high relative humidity, moisture vapour or hydrostatic pressure. Moisture levels can change over time due to weather, ground conditions or building use and may affect the performance or appearance of the finished floor.

If the Contractor raises concerns regarding potential moisture issues, the Client may request moisture testing at their expense. Where the Client elects not to proceed with recommended testing and instructs the Contractor to proceed with the Works, the Contractor shall not be liable for resulting moisture related defects, and any applicable warranty in relation to those issues shall be void.

Moisture testing must be requested in writing at least 7 days prior to commencement of the Works. The Client acknowledges that underlying moisture issues may not always be visible or identifiable during a site inspection.

Any moisture related issues occurring after installation, including but not limited to delamination, blistering or loss of adhesion, are not considered a defect in workmanship and are excluded from warranty.

b. Moisture Mitigation Systems

Where a moisture barrier or mitigation system, including but not limited to WB2K or similar, is applied, it is installed as a precaution based on site conditions at the time.

These systems are designed to reduce moisture risk but cannot guarantee that moisture related issues will not occur in the future. The Contractor is not liable for issues caused by ongoing or future moisture movement, regardless of whether such a system has been installed.

c. Installation Methods

The Contractor reserves the right to vary application or installation methods, processes or quantities from manufacturer or supplier recommendations where reasonably required, based on the Contractor's experience and knowledge of the products, substrate, site, weather and environmental conditions, and the finish described in the quotation or Client Contract.

d. Existing Substrate Conditions

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Quotes are provided on the assumption that the concrete substrate is sound, dry and fully cured.

The Client is responsible for advising the Contractor of any known issues with the concrete that may compromise the installation, performance or final appearance of the floor.

The Contractor is not responsible for the existing condition or quality of the concrete, including but not limited to spalling, cracking, deterioration, movement, contamination or other pre existing substrate conditions.

Should the Contractor's works be delayed, altered or impacted as a result of undisclosed substrate conditions or the Client failing to comply with these Terms & Conditions, additional charges may apply.

e. Cracking, Movement & Drummy Concrete

The Client acknowledges that:

1. Cracks may appear in the finished floor as a result of movement within the concrete slab, foundations or substrate.
2. Active or existing cracks within the substrate may result in cracking or delamination of subsequently applied coatings or finishes.
3. Where areas of the substrate are drummy, unsound or subject to movement, any levelling compounds, coatings or finishes subsequently applied may also crack or delaminate. Such failures cannot be warranted by the Contractor.
4. Movement between independent slabs or at control joints may result in cracking or delamination. Where control joints are filled as part of the installation, this does not guarantee that future movement or cracking will not occur.

f. Divots & Existing Repairs

Existing divots and repairs will be assessed during preparation. Where practical, drummy or unsound repairs may be removed and replaced with more suitable material and divots may be ground or repaired.

Additional or extensive rectification may incur a variation. Due to the condition or extent of the existing substrate, repairs cannot always be guaranteed to produce a completely smooth or visually uniform surface.

g. Pre Existing Stains & Contamination

Concrete is porous and pre-existing oil, grease, chemicals, liquids and other contaminants may penetrate below the surface of the slab. The Contractor will make reasonable efforts during surface preparation to minimise their appearance; however, grinding and preparation cannot guarantee their complete removal.

Pre-existing staining, discolouration or contamination may remain visible through the completed floor, particularly with finishes such as Grind & Seal and Urban Warehouse where the existing concrete substrate remains visually integral to the finished surface. Any remaining or reappearing pre existing staining or discolouration is not considered a defect in workmanship.

Where contamination has penetrated the substrate, it may also affect the adhesion or performance of subsequently applied materials, which the Contractor cannot warrant.

h. Substrate Levels & Surface Preparation

Unless explicitly stated in the quotation, the Contractor's scope of works does not include substrate levelling or rectification of uneven surfaces. Preparation and application of finishes will follow the existing contours, falls and levels of the substrate.

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Should levelling works be required or requested, these will be assessed and quoted separately. The Contractor is not responsible for variations in floor levels, falls or undulations unless levelling or rectification has been specifically included in the quoted scope of works.

i. Edges & Restricted Access

The Contractor will make reasonable efforts to finish surface edges and areas beneath or adjacent to low lying or difficult to access fixtures to the best standard reasonably achievable within the project scope.

The Contractor is not responsible for existing edges that taper, crumble due to poor substrate quality, do not meet the perimeter, are uneven or curved, rise towards adjoining surfaces, meet specific heights such as tile trims, or are located beneath or adjacent to low lying obstacles.

Restricted access around fixtures, joinery, bathroom fittings or other obstacles may affect the appearance of these areas compared with unobstructed floor surfaces. Where such conditions require additional hand work, alter the scope of works or delay the installation, additional charges may apply.

7. Specific Finishes

Mechanical Polishing:

- a. New concrete must be a minimum of 32MPa to ensure durability.
- b. The Contractor grinds up to 3mm of the slab; deeper grinding may incur additional costs.
- c. Project dependent, the first stage of grinding (if applicable), pre-cut and seal, may occur 10+ days after the slab pour. This stage must be completed before any further construction work commences. The contractor, at an agreed time, will return to complete the 2nd stage, and at this time, all concrete floor surfaces are to be in the same condition as when the Contractor completed the 1st stage of grinding.
- d. Aggregate exposure is subject to the existing concrete pour and conditions; therefore, exposure cannot be guaranteed.

The Client must make themselves available, on site, for the initial grind to instruct the Contractor and/or approve the level of exposure of aggregate achieved.

- a. If additional grinding is required to perform repairs, remove footprints, screed marks, bumps, or any imperfections in the substrate left by the concreter, or if hand grinding is necessary, this will be quoted as an additional cost.
- b. Surface flaws from inconsistent concrete curing (e.g., cracking, damp patches, stains) are not considered defects
- c. Concrete is porous and may stain; this is not considered a failure of the finish.
- d. Variations in gloss levels may occur due to substrate inconsistencies.
- e. Aggregate exposure is subject to the existing concrete pour and conditions; therefore, exposure cannot be guaranteed.
- f. Polished surfaces may show minor tooling marks and variances under critical lighting.

Grind & Seal:

- a. The Contractor grinds up to 3mm of the slab; deeper grinding may incur additional costs.
- b. Pinholes may appear post-sealing and are a natural characteristic of the process.
- c. Surface texture, aggregate exposure and finish depend on the concrete pour, and quality of the underlying concrete and therefore exposure cannot be guaranteed.
- d. A min of two coats of sealer will be applied and if additional sealer coats are required due to slab porosity, this may incur extra costs.
- e. Variations in sealer absorption may create slight tonal differences
- f. Colour and gloss variations may occur due to substrate variations and conditions, lighting, and application timing

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Industrial/Commercial Epoxy, PU Cement

- a. The Client must specify any required slip ratings; otherwise, finishes are applied based on industry standard slip ratings,
- b. If a slip test is required, the Client must request this in writing, 30 days prior to the installation commencing to allow sufficient time to contract an accredited slip tester, which will be quoted separately.
- c. The Contractor is not responsible for the changes in the levels of the substrate or 'fall' as a result of surface preparation and over coating processes and does not claim to correct substrate levels or fall-to-waste compliance unless explicitly agreed upon and included in the quoted scope of works.
- d. Surface bubbles, pinholes or craters resulting from, but not limited to, concrete off-gassing or residual surface contaminants are not considered to be a defect in workmanship.
- e. Minor reflective inconsistencies are normal characteristics of epoxy applications
- f. If the client has not nominated a colour, the Contractor will select an appropriate colourway based on popularity, price and/or availability.
- g. Colour variations may occur due to substrate variations and conditions, lighting, or application processes.
- h. Epoxy flooring systems are sensitive to moisture and environmental conditions during application and curing. Water, condensation, rising damp, hydrostatic pressure, substrate moisture, humidity, temperature and other adverse site or atmospheric conditions may affect curing and may result in blooming, blushing, discolouration, loss of gloss, surface marking, adhesion issues or other changes to the appearance or performance of the floor. The Contractor will take reasonable steps to assess conditions at the time of installation; however, such conditions may change, may not always be detectable and may be outside the Contractor's reasonable control. The Contractor is not responsible for defects, damage, deterioration or changes in appearance or performance caused or contributed to by such conditions outside its reasonable control, whether arising during or after installation.

Flake floors (garages) & Industrial Finishes:

- a. Coatings are warranted against delamination but exclude concrete spalling
- b. "Hot tyre pickup" is not covered under warranty where concrete quality is substandard and insufficient to withstand the 'hot tyre pick-up forces, causing the concrete itself to fail and breakaway
- c. Heavy equipment or steel-wheeled machinery may void warranties.
- d. Surface imperfections may be present due to slab inconsistencies.

8. Visual Anomalies in Finished Surfaces

- a. The client acknowledges that:
 - a. "Ghosting" from previous tiles, adhesives, or saw cuts may appear post-installation.
 - b. Minor roller or trowel marks may be visible in certain lighting conditions as the materials used by the Contractor are often commercial strength or high solids and are not deemed a fault in workmanship.
 - c. Colour uniformity is not guaranteed due to substrate absorption variations, light, material mix and application
 - d. As the Contractor's finishes are mixed and installed onsite, minor surface irregularities and imperfections are considered a natural characteristic of the finish. 'Comets,' which may occur due to the mixing of powder or liquid pigments in decorative epoxy finishes, are a normal occurrence and should not be regarded as defects."
 - e. Airborne particles, dust, insects and small debris may settle in coatings and are considered a natural part of the process.
 - f. Surface undulations due to existing slab conditions are not considered defects.
 - g. Some finishes will have varying reflective properties in the surface, under critical light, most commonly this will occur in flake floors, grind and seal, industrial epoxies, and cementitious finishes i.e. Urban Pietra/Burnish and Microcemento.
 - h. These reflective variances can include but are not limited to; lighting, current environment (e.g. variable temperatures) and or water quality (e.g. excessive minerals or chemicals) from the main water supply. are

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normal and not considered to be a defect. These may alter the appearance of the floor, which is beyond the Contractor's control.

Decorative Overlay Finishes, Colour & Variation

- i. The Client acknowledges that all decorative overlay finishes supplied by the Contractor are hand-applied, multi-layer systems and are inherently variable in appearance.
- j. Samples displayed in the showroom or provided to the Client are produced on small-scale boards (typically MDF) under controlled conditions for the purpose of demonstrating general colour, tone and finish only. These samples are indicative and are not an exact representation of the final installed floor.
- k. When applied on-site, the finished floor is installed over the existing concrete substrate, which is unique in composition, age, porosity, previous treatments and method of pour. These variables, combined with the larger application area and hand-crafted installation process, will influence the final appearance, including colour variation, tonal movement, texture and finish.
- l. The Client acknowledges and accepts that variations between showroom samples and the completed works are inherent to the nature of the product and do not constitute a defect.
- m. Minor variations in colour, shade, texture, movement, patterning and overall finish are to be expected and are considered part of the intended aesthetic of a bespoke decorative concrete system.
- n. It is the client's responsibility to exercise due diligence before engaging the Contractor, but once engaged, by way of Purchase Order or deposit, the finished product cannot be rejected simply based on a subjective viewpoint.

9. Post-Installation Responsibilities

The Client must use the appropriate flooring protection if other trades are working onsite post-installation – this is outlined in our *Care Guide* upon handover.

If payment is elongated, and handover does not occur, the Contractor takes no responsibility for the condition of the floor that occurred due to the absence of the *Care & Maintenance guide* not having been sent due to non or late payment.

The Contractor is not responsible for:

- a. Any damage to the finish caused by premature surface access
- b. Any damage caused by the products or materials used in the installation process
- c. Adhesion or contamination issues from third-party work or unrecommended protective coverings.
- d. UV-related discoloration of epoxy or similar materials.
- e. Any issues arising if final payment is delayed, including warranty avoidance.

10. Warranty and Guarantee

Urban Floors Australia Pty Ltd warrants and guarantees that the Services provided are fit for their intended purpose and will be free from any defects in material and workmanship under normal use and service and this warranty is provided in accordance with the applicable Australian laws and standards.

This warranty does not cover damage or defects resulting from neglect, misuse, accidents or alterations made to the products installed, caused by another person or entity that is not Urban Floors Australia Pty Ltd.

In addition, this warranty expressly excludes any works, inclusive but not limited to, repair works or rectification works that are required to our Services as a direct or indirect result of any defect or damage caused to the floors the subject of our Services from arising from any roof leaks, water leaks or water flowing onto the floors the subject of the Services from the commencement of our Services to completion of our Services.

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a. Warranty and Limitation of Liability

To the fullest extent permitted under Victorian law:

- a. The Contractor's liability is strictly limited to the rectification of agreed defective work or refunding the Client up to the total value of the project.
- b. The Contractor, their staff or subcontractors are not liable for indirect or consequential damages, including business losses or legal fees
- c. No warranty is provided against structural slab movement, rising damp, or substrate deterioration.
- d. The Client indemnifies the Contractor from claims arising due to third-party damage or non-compliance with maintenance guidelines.
- e. Where applicable, warranty claims must be lodged in writing within the specified warranty period, and the Contractor must be allowed a reasonable timeframe to inspect and rectify the issue before external contractors are engaged.

b. Privacy & Payment Breach Consequences

The Contractor is bound by the Privacy Act 1988. In consideration of the Contractor not requiring a bank guarantee for the Works, the Client acknowledges and agrees that the Contractor may collect personal information from the Client or third parties, including personal details, contact information, financial data, and transaction details relevant to the contractual engagement.

c. Consequences of Payment Breach

Without prejudice to any other remedies available to the Contractor, if at any time the Client breaches any obligation under these Terms & Conditions, including failure to make payment, the Contractor reserves the right to suspend or terminate the installation and supply of goods and services. The Contractor will not be liable for any loss or damage suffered by the Client as a result of exercising these rights.

Additionally, the Contractor may cancel all or part of the installation that remains unfulfilled, and all outstanding amounts will become immediately due and payable if:

- a. Any payment owed to the Contractor becomes overdue, or in the Contractor's opinion, the Client is unable to make a payment when it falls due.
- b. The Client becomes insolvent, convenes a meeting with creditors, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of creditors.
- c. A receiver, manager, liquidator (provisional or otherwise), or similar administrator is appointed over the Client or its assets.

11. Cancellation & Termination

a. Cancellation by the Client

Once a project has been booked and scheduled, Urban Concrete Floors allocates installation time, labour and resources specifically to the Client's project.

Where the Client cancels the project more than 4 business days prior to the scheduled commencement date, no standard cancellation fee will apply. However, the Client remains responsible for any project specific or non recoverable costs already incurred by the Contractor, including specially ordered materials, freight, accommodation, testing or other costs committed specifically to the project.

Where the Client cancels within 4 business days of the scheduled commencement date, the following cancellation fees apply:

i. **Standard garage and smaller projects:** \$500 + GST.

ii. **Residential decorative and other residential projects:** \$1,500 + GST or 10% of the total contract value, whichever is lower.

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iii. **Commercial and industrial projects:** A reasonable cancellation fee having regard to the size and duration of the project, installation crew and resources allocated, and costs already incurred, up to a maximum of \$5,000 + GST.

Any project specific or non recoverable costs already incurred may be charged in addition to the applicable cancellation fee.

The Contractor may deduct any applicable cancellation fee and outstanding project specific costs from monies already paid by the Client. Any remaining balance will be refunded to the Client.

The Contractor reserves the right, at its discretion, to reduce or waive a cancellation fee having regard to the circumstances of the cancellation.

b. Termination by the Contractor

If the Client fails to comply with these Terms & Conditions, the Contractor reserves the right to suspend or terminate the agreement. The Client remains liable for works completed, materials supplied or committed, and any other amounts properly owing under these Terms & Conditions.

12. Dispute Resolution & Termination

- a. Both parties must attempt to resolve disputes amicably.
- b. If unresolved, either party may seek mediation or legal proceedings under Victorian law.
- c. If the Client engages a third party for rectifications without consulting the Contractor, all warranties are void.

13. General Provisions

These Terms & Conditions are governed by Victorian law.

These Terms:

- a. Constitute the entire agreement between the Client and the Contractor.
- b. Supersede any contract or terms issued by the Client unless agreed upon in writing.
- c. Override any conflicting terms provided by the Client unless formally accepted by the Contractor in writing.

The Contractor may update these terms and apply them to all future projects.

If any clause is unenforceable, the remaining terms remain valid.

The Client consents to receiving marketing communications, with opt-out options available.

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