

1.1 In this Contract a reference to a Clause means a Clause of this Contract unless otherwise stated.

2 PLANS AND WORK

2.1 The Plan and specifications for work to be done under this Contract, including any variations are taken to form part of this Contract.

2.2 Before BSR starts the Work the Owner must notify BSR of any matters that may affect the ability of BSR to undertake the Work such as previous repair Work to the Site or any report being done from a third party in relation to the Site or the Work. NOTE: BSR have only carried out a visual inspection and all quotes provided are only on the tiled and grouted area. Should there be any external factors that may contribute toward any leak then it is recommended that the Owner either gets a plumber or obtains a Building Inspection Report.

Where BSR repairs leaking showers or balconies with its "degout and regrout" service we are replacing product and not enhancing the location or its surrounds.

2.3 BSR may re-grout or resurface or use a sealer where required as part of the Work, which is included in the Price.

2.4 If repair works requires BSR to replace tile/s, customer is required to source the replacement tile/s or can request BSR to supply replacement tiles.

2.4.1 Where BSR is requested to source replacement tiles, customer accepts that BSR will endeavor to find suitable tiles size/color/patterns/finish and will not be held liable for any size/color/pattern/finish variation.

2.5 Prior to application of a Product the surface of the Work area may need to be prepared with a chemical tile and stone etchant which may change the appearance of the tiles in some instances.

2.6 The Owner acknowledges:

2.6.1 the possible change in tile appearance with the use of a Product; and

2.6.2 such change in appearance will not be regarded as a defect under this Contract or a breach of any warranty whether statutory or otherwise.

2.7 All areas where the Work will be performed must be kept dry 24 hours prior to and 24 hours after the Work is carried out if cement based grout is used and minimum of 48 hours if Epoxy Grout is used.

2.8 If the Work relates to a shower, it must not be used for 24 hours prior to commencement of the Work.

3 PLUMBING AND PAINTING

3.1 The Price does not include the cost of plumbing whether to drainage or otherwise and the Owner must contact a plumber for any plumbing issues that may be associated with the Work.

3.2 BSR will not carry out any painting or decorating whatsoever in relation to the Work.

4 LATENT DEFECTS, MOVEMENT AND HEALTH AND SAFETY 12

4.1 Subject to the applicable Statutory Warranties BSR shall not be liable for any damage to framework, structure or tiles, faults, defects, deterioration or wear and tear in relation to the Work that were not visible or apparent at the initial inspection on Site by BSR ("Latent Defects") but have appeared and/or deteriorated since the date of the inspection.

4.2 If BSR needs to carry out any additional work arising from the Latent Defects BSR may increase the Quotation to take account of the additional work.

4.3 Subject to the Statutory Warranties, BSR will not be liable for any claim arising from the movement of the structure on which the Work is carried out.

4.4 BSR may, at its discretion, refuse to carry out the Work if the health and safety of any Representative is exposed on Site and will request the Owner to rectify the problem at the Owner's expense before the Work can be carried out or continued.

5 PAYMENT BY THE OWNER

5.1 The Owner must pay the Price due to BSR on the Completion Date unless stated otherwise in the Quotation.

5.2 The Work will be regarded as complete when it is finished in accordance with this Contract, free all rubbish and surplus material removed from the Site.

5.3 The Owner authorises BSR to deduct all monies due under this Contract from any funds held by BSR and/or from the Owner's credit card, where applicable, after the Work has been completed or any money is owing to BSR in accordance with this Contract.

5.4 If BSR agrees with the Owner in the Quotation to accept payment after the Completion Date the Owner shall pay BSR all monies due under this Contract within seven (7) days of the Completion Date ("Payment Period").

5.5 If the Owner does not pay BSR all outstanding monies owing under this Contract within the Payment Period unless otherwise stated in the Quotation the Owner must pay BSR interest at a rate equal to ten percent (10%) per annum on all monies owing to BSR from the end of the Payment Period until the date of actual payment.

6 TIME FOR COMPLETION

6.1 BSR will undertake and complete the Work within a reasonable time.

6.2 BSR will be entitled to a reasonable extension of time in the event of delays to the work where the cause of the delay is beyond BSR's control including but not limited to:

6.2.1 inclement weather that prevents BSR from proceeding with the Work;

6.2.2 the unavailability of materials for the Work;

6.2.3 industrial disputes;

6.2.4 Variations; or

6.2.5 Any other matter beyond the control of BSR.

6.3 Any rectification work carried out by BSR after the Completion Date shall not extend any warranty period set out in this Contract to the extent permissible by law.

7 VARIATIONS

7.1 The Work may be varied by agreement between the Owner and BSR.

7.2 Any Variation required by either party must be made in writing to the other party ("Variation Request"). The Variation Request must include a full description of the proposed Variation.

7.3 If the Variation as set out in the Variation Request is agreed the Variation must:

7.3.1 be in writing;

7.3.2 set out the cost of the additional or omitted Work;
7.3.3 set out any change to the Completion Date;
7.3.4 be signed by the parties and dated.

7.4 The price of any extra Work under a Variation will be added to the Price and the cost of any omitted Work under a Variation will be deducted from the Price.

7.5 The Work, Products or materials required under this Contract may be varied due to such other matters as could not reasonably be foreseen by an experienced contractor for the completion of the Work at the date of this Contract.

8 STATUTORY WARRANTIES

8.1 If the Work is residential building work under the relevant legislation BSR warrants that:

8.1.1. the Work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in this Contract;

8.1.2 all materials supplied by BSR will be good and suitable for the purpose for which they are used and, unless otherwise stated in this Contract, those materials will be new;

8.1.3. the Work will be done in accordance with, and will comply with, the relevant legislation or any other law;

8.1.4 the Work will be done with due diligence and within the time stipulated in this Contract, or if no time is stipulated, within a reasonable time;

8.1.5 If the Work consists of the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the Work will result, to the extent of the Work conducted, in a dwelling that is reasonably fit for occupation as a dwelling;

8.1.6 the Work and any materials used in doing the Work will be reasonably fit for the specified purpose or result, if the Owner expressly makes known to BSR or any other person with express or apparent authority to enter into or vary contractual arrangements on behalf of BSR, the particular purpose for which the Work is required or the result that the Owner desires the Work to achieve, so as to show that the Owner relies on BSR's skill and judgment.

8.1.7 The Statutory Warranties applying to the work performed under this contract remain the obligation and liability of the company that charged and invoiced the Owner for the services and product applications performed hereunder. These warranties are not transferrable or transferred or become the liability of any other company unless they have been formally assigned in writing to a company other than the company performing this contract.

9 ACCESS

9.1 The Owner must provide access for any BSR Representative to carry out the Work as required during Work hours allowed by relevant statutory authorities.

9.2 The Owner must remove any personal property likely to impede the Work at the Owner's expense if required. BSR will not accept any liability for damage to personal property so removed.

9.3 Unless a minimum of 24 hours' notice is given to BSR if a Representative cannot access the Site or is

unable to proceed with the Work for any reason an additional call out charge at the prevailing rate will be payable by the Owner to BSR.

10 CLEANING UP

10.1 On completion of the Work, BSR must remove from the Site all of its tools and equipment and dispose of all rubbish, excavated material, vegetation, demolished or dismantled structures and surplus material relating to the Work.

10.2 All demolished, dismantled and surplus material will be the property of BSR unless otherwise specified in the Quotation.

11 INSURANCE FOR WORK AND PERSONAL INJURY

11.1 BSR maintains all compulsory insurances to cover its various liabilities prior to commencing any work under this Contract or is given access to the site.

11.2 If requested BSR must provide the Owner with proof that all such insurances have been taken out and are current.

11.3 Where required by law, BSR will obtain Home Warranty Insurance or equivalent cover for the work and provide a certificate copy to the Owner.

12 INDEMNITY IN FAVOUR OF OWNER

12.1 BSR will indemnify the Owner against any loss or liability for death, personal injury or property damage arising out of the Work, except to the extent that the Owner or an employee, agent or subcontractor of the Owner contributed to the loss or liability.

12.2 BSR will not be liable under Clause 13 if the death, personal injury or property damage was caused or contributed to by a design or specification prepared by or on behalf of the Owner.

13 DAMAGE TO PROPERTY

13.1 The Owner must remove any furniture or personal goods from the Site and immediate vicinity to minimise the risk of damage.

13.2 BSR warrants that it will take all reasonable care and diligence when removing grout and silicone on floor and wall joints.

13.2 This repair process can result in tiles being slightly chipped on their edges and customer accepts this may occur during the repairs, and accepts at own risk.

13.3 If repair works requires BSR to replace tile/s, customer is required to source the replacement tile/s or can request BSR to supply replacement tiles.

13.3.1 Where BSR is requested to source replacement tiles, customer accepts that BSR will endeavor to find suitable tiles size/color/patterns/finish and will not be held liable for any size/color/pattern/finish variation.

14 MISREPRESENTATION

14.1 If the Owner or its employees, agents or contractors makes any misrepresentation to BSR that causes additional work, such additional Work will be a deemed Variation and added to the Price. BSR may, at its discretion, refuse to carry out such additional Work.

15 PRODUCT WARRANTY

15.1. BSR uses Mapei and Ardex which have the relevant manufacturer's warranty:
Waterproofing Membrane carries 10 year product warranty.

Epoxy based grouts carry 10 year product warranty.

Cement based grout carries a 24 month product warranty.

Silicone carries a 12 month product warranty.

15.2 Warranty period is from the date of application or the completion of the works.

15.3. This warranty does not cover damage, fault or failure due to external causes, including accident, misuse, tampering or interference with the product other than by an authorised BSR representative, failure to perform required maintenance, normal wear and tear, fire, flood or a similar occurrence and any attempt by any person other than an authorised BSR representative to adjust or repair the product.

15.4. In the event of a defects claim the owner must follow the claims procedure outlined at Clause 17 of these Terms & Conditions.

16 ENTIRE CONTRACT & REPRESENTATIONS

16.1 This entire contract together with any documents signed, dated and attached to it constitutes the entire contract between BSR and the Owner. It supersedes all previous understandings, agreements or representations between BSR and the Owner whether in writing or otherwise.

16.2 BSR and the Owner acknowledge that no other statements, representations, inducements, promises or agreements made orally or otherwise by either of them are to be relied upon or binding.

17 NOTICE OF CLAIM

17.1 The Owner must notify BSR in writing within 10 business days after becoming aware of any matter or circumstance that may give rise to a claim under this Contract and set out details of the claim ("Notice of Claim").

17.2 If the Owner serves such a Notice BSR will within 14 days of receipt of the Notice respond to the Owner and request a date and time to inspect the Work on Site.

17.3 The Owner must allow BSR to rectify any defective Work that is capable of rectification and is required to be rectified under this Contract;

17.4 If BSR is required to carry out the rectification work BSR shall serve a further notice on the Owner within 14 days after the Site Inspection to nominate a mutually convenient date and time within 21 days of the Site Inspection for BSR to carry out the Rectification Work;

17.5 If BSR undertakes a Site Inspection and is not liable to rectify the alleged defective work set out in the Notice of Claim BSR shall be entitled to charge the Owner a call out fee for the Site Inspection at the prevailing rate at the time of the Site Inspection.

18 TERMINATION OF CONTRACT

18.1 If BSR:

18.1.1 goes into liquidation, administration or is otherwise without full capacity;

18.1.2 fails to complete the Work within a reasonable time;

18.1.3 fails to remedy defective Work or replace faulty or unsuitable materials or Products as provided in this Contract; or

18.1.4 otherwise breaches a term of this Contract The Owner may, where such default can be remedied, issue

a written notice requiring BSR to remedy the default within 10 business days or within such other reasonable period as may be agreed.

18.2 If the default is not remedied within 10 business days or such other reasonable period as may be agreed, or is not capable of being remedied, the Owner may terminate this Contract by written notice to BSR.

18.3 If the Owner:

18.3.1 fails to make any payment due under this Contract; or

18.3.2 denies access to the Site to BSR to prevent the Work from proceeding; or

18.3.3 otherwise breaches a term of this Contract BSR may issue a written notice requiring the Owner to remedy the default within 10 business days of receipt of the notice by the Owner.

18.4 If the default is not remedied within 10 business days BSR may terminate this Contract by written notice to the Owner.

19 AUTHORITY

19.1 The Owner's agent, employee or contractor who signs this Contract on behalf of the Owner ("Owner's Signatory") warrants that it, he or she has authority to enter into this Contract on behalf of the Owner.

19.2 The Owner's Signatory will indemnify BSR against all loss or damages BSR may suffer arising from a breach of the warranty set out in Clause 20.1.

19.3 Any representative who signs this Contract on behalf of BSR ("BSR's Signatory") warrants that he or she has authority to enter into this Contract on behalf of BSR.

19.4 The BSR Signatory will indemnify the Owner against all loss or damages the Owner may suffer arising from a breach of warranty set out in Clause 20.3.

20 DISPUTES

20.1 If a party considers a dispute has arisen in relation to any matter covered by this Contract, that party must promptly give the other party written notice of the items of dispute.

20.2 The parties may confer with a mutually agreed third party to assist to resolve the dispute by mediation.

20.3 If applicable, the home warranty insurer should be notified of any dispute, which may be a prospective claim on the insurer.

21 NOTICES

21.1 Any written notice required to be given by this Contract or under the cooling off provision under the relevant legislation (if applicable) may be served by:

21.1.1 giving it to the party in person;

21.1.2 leaving it at the party's address shown in this Contract; or

21.1.3 sending it by registered post to the party's address shown in this Contract.

22 SEVERABILITY

22.1 Any condition of this Contract which is illegal, void or rendered unenforceable shall be severed from this Contract so that the legality, validity or enforceability of the remaining provisions of this Contract shall not be affected.

23 GOVERNING LAW AND JURISDICTION

23.1 This Contract is governed by the laws of the State

in which the Work is carried out by BSR.

23.2 Each party irrevocably submits to the jurisdiction of the courts of that State.

24 AUSTRALIAN CONSUMER LAW

24.1 Despite anything to the contrary in this Contract:

24.1.1 this Contract is subject to the provisions of the Australian Consumer Law and the Australian Consumer Law prevails to the extent of any inconsistency.