

## **STANDARD TERMS & CONDITIONS.**

Please read these terms and conditions carefully – by employing the services of Lake 2 Country Pty Ltd you will be accepting a contract with us and will be seen to have read, understood and agreed to the following Terms and Conditions of Trade.

### **1 GENERAL**

- 1.1. For the purposes of this document the following terms are defined as:
  - (a) “The Company”, “Our”, “Us” or “We” shall mean Lake 2 Country Property Maintenance.
  - (b) “The Customer”, “You” shall mean the person or organization for which the Company agrees to carry out the works and/or materials with
  - (c) “Job”, “Work” shall mean those works described in the quotation or day work
- 1.2. The Company reserves the right to refuse or decline work at its discretion.
- 1.3. It is the Customers responsibility to make themselves aware of these terms and conditions.
- 1.4. Lake 2 Country Pty Ltd will publish all new terms and Conditions at <https://www.lake2country.com.au/terms-conditions-and-policies/>

### **2. GUARANTEES & WARRANTIES**

- 2.1. The Guarantee shall be for labor only in respect of faulty workmanship for 6 months from the date of completion. All materials have a 3 month guarantee unless otherwise stated by the manufacturer. The guarantee becomes null and void if the work/materials supplied by the company is:
  - (a) Subject to misuse or negligence
  - (b) If work or materials have been modified, tampered with or repaired by anyone other than a Company operative. The Company offers no such guarantees on materials supplied by the Customer and will accept no liability for any consequential damage or fault.
- 2.2. Lake 2 Country Pty Ltd is not responsible for the performance or suitability of any materials, parts or products purchased directly by the client.
- 2.3. If you ask us to visit you for a fault which is not covered by this warranty or is subsequently found to be due to user error, user damage or because of something that you have done to cause the problem, our standard charges will be applied.
- 2.4. The Client agrees not to rely on any verbal representation and/or verbal advice in any situation. The client agrees to only rely on written advice by Lake 2 Country Pty Ltd for all advice and representations.
- 2.5. If any liability is implied by law, custom or otherwise, the liability of Lake 2 Country Pty Ltd to the Client arising out of the performance or non-performance of the Services in this Agreement shall be limited to the Fees and Expenses relating to this Agreement for services supplied.

### **3. QUOTATIONS**

- 3.1. The agreed final quote represents a written contract for the exact work to be completed. Any agreement made verbally is not covered by the contract unless it has been written into the agreement.
  - (a) The agreement is made between Lake 2 Country Pty Ltd and the customer.
  - (b) The customer is identified as the name on the quotation.
  - (c) Once agreed, the customer is liable for the full price on the quote.
- 3.2. All quotations written by Lake 2 Country Pty Ltd for the client represent the request of the client. We will not be held liable for any works that is not included in the written quote.
- 3.3. All written quotations from the Company are valid for 15 days from the date of issue and are non-obligatory.
- 3.4. All materials supplied by us will be purchased from reputable suppliers. Any other materials can be ordered at the special request of the Customer.
- 3.5. We will endeavor to do our best in matching any existing décor, although The Customer agrees that this may not be possible at all times.
- 3.6. The Customer accepts that although Lake 2 Country Pty Ltd may use a paint matching service this is no guarantee that the paint will match perfectly.
- 3.7. All quotations and estimates are subject to revision if there are any changes to the nature or extent of the requested work. This may apply to both labor and materials.

- 3.8. Where additional works or variations from the original quote are requested by the Customer, such works will be subject to a separate quote and signed agreement between the Customer and the Company. Such a quote will be supplied upon notification of plans for additional works.

#### **4. SUBCONTRACTORS**

- 4.1. Lake 2 Country Pty Ltd reserves the right to assign and/or use any subcontractor or external suppliers for the completion of any part of any project and/or service.

#### **5. ON COMPLETION**

- 5.1. The onus is on the Customer to be available on the last day of work for consultation, and final sign off. In the event that the client is unavailable, unless otherwise agreed, the customer accepts that the project has been completed to their satisfaction.
- 5.2. On completion any certification will be signed and provided to the Customer with their invoice.
- 5.3. The Customer agrees that all works is complete when the items on the quotation/signed agreement have been completed.

#### **6. PAYMENT & CHARGES**

- 6.1. We accept payments by Cash, EFT or Cheque.
- 6.2. All quotes accepted & invoices dispatched will be deemed to contain the following clause being;  
" THIS IS A PAYMENT MADE UNDER THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT 1999 NSW"
- 6.3. The Client agrees to pay all fees, charges and cost associated with any Credit Card payments and Direct Debit payments.
- 6.4. Subject to clause, all progress payments are due on the day of invoice.  
Failure to do so within 2 days will incur an administration charge of \$15.00.
- 6.5. Any invoice issued at the completion of a job must be paid immediately, and proof of payment must be issued to The Company Representative before they leave the premises. If the company representative needs to wait more than 5 minutes for payment to be made their time will be charged for at \$70.00 per hour (in 30 minute increments) until payment is made.
- 6.6. Unless a progress payment schedule is included in the quote, all payments are due on the completion of each project/work order.
- 6.7. Title to any goods, services and works undertaken by Lake 2 Country Pty Ltd shall not pass to the Customer until payment in full for such goods, services and works undertaken has been made by the Customer to the Company. The Customer hereby authorizes and acknowledges that entry will be given to the premises where the goods have been delivered or installed and arrangement will be made for us to regain possession of the goods, for which full payment has not been made.
- 6.8. Any fees and charges, including but not limited to legal fees and collection agency fees, associated with recovering any outstanding debt owed to the Company by the Customer will be forwarded to the Customer and become the Customers responsibility.

#### **7. COMPLAINTS AND DAMAGE**

- 7.1. If the customer is not wholly satisfied with the works completed, the Customer shall give notice in writing within 48 hours of job completion to the Company and shall allow the Company, and it's insurers, the opportunity of both inspecting such work and allowing any remedial work to be carried out. The Customer accepts if they fail to notify the Company as foresaid, then the Company shall not be liable in respect of any defects in the work carried out.
- 7.2. Lake 2 Country Pty Ltd reserves the right to refuse any favors or work which may be deemed out of our scope of expertise, unacceptable or against Health and Safety regulations. However, we accept no liability for any favor which is asked of us at the request of The Customer.
- 7.3. It is the responsibility of the client:
- (a) To remove valuable and/or fragile items from the areas in which work is to be completed.
  - (b) To remove pictures & wall-hanging features.
  - (c) To remove any portable electrical goods.
  - (d) To have any electrical fittings and/or services disconnected if required.
  - (e) To have any plumbing fittings and/or services disconnected if required.
  - (f) To have any asbestos removed if The Company request.

- 7.4. Lake 2 Country Pty Ltd will take every precaution to ensure that any items left in the work area are not damaged. However, it is the customers' responsibility to ensure these items are removed before the Company commences work.
- 7.5. The Customer must notify Lake 2 Country Pty Ltd in writing within 48 hours of job completion of any complaints.
- 7.6. We will treat any complaint with urgency and in a discreet manner. All complaints will be logged for future reference and we will strive to keep the Customer updated and informed throughout the whole process.

## **8. CANCELLATION POLICIES**

- 8.1. Lake 2 Country Property Maintenance reserves the right to terminate any signed agreement or project at any time.
- 8.2. Lake 2 Country Pty Ltd will not tolerate any aggressive behavior, rude behavior, racism, nationalism, sexism, homophobia or ageism directed towards any of its staff or contractors. As a result of the before mentioned behavior, we will exercise our right to terminate any signed agreement or project and claim any financial loss to The Company.

## **9. ASSIGNMENT**

- 9.1. The Client cannot assign or transfer this Agreement to any other party without the written consent of Lake 2 Country Pty Ltd.
- 9.2. The Client shall not assign its license in any intellectual property without the prior written consent of Lake 2 Country Pty Ltd.
- 9.3. Lake 2 Country Pty Ltd may assign or transfer this Agreement to any other firm without the written consent of the Client, in which case the new firm is to be bound by the terms and conditions within this Agreement and be protected and recognized in all cases as if it was Lake 2 Country Pty Ltd.

## **10. SPECIAL CONDITIONS .**

- 10.1. Any special conditions agreed to by the parties for any particular service shall take precedence over any other condition in these "Standard Terms & Conditions of Trade" for that service and order only.

## **11. GOVERNING LAW**

- 11.1. These "Standard Terms & Conditions of Trade" shall be governed by the laws of the State of New South Wales and the Commonwealth of Australia as appropriate.

## **12. SAFETY**

- 12.1. Lake 2 Country Pty Ltd has a safety policy in place to ensure the safety of all employees, customers and bystanders. No work will be completed unless this policy is strictly adhered to. Customers agree to follow any instructions provided to them by any of Lake 2 Country Pty Ltd employees in regards to safety while they are completing the job.

## **13. BREACH OF CONTRACT.**

- 13.1. Lake 2 Country Pty Ltd shall not be liable or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the specified works if the delay or failure was due to any cause beyond the Company's control, including but not limited to a weather event, government act, fire, explosion, accident, discovery of hazardous material, civil commotion, industrial dispute or act of terrorism.

END.