

Terms and conditions

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Definition

- We; the Contractor; the company; the service provider ; means Smarter Renovations by design Pty Ltd (ABN 38 640 635 427)
- The Customer ; the client means the service receiver.
- The contract: The quotations are approved or accepted by customers by either emails or paper format.

Deposit

- A Deposit is required as a confirmation of go head with us, it is non-refundable if customer change mind not to proceed after payment is made.
- Material cost must be paid upfront prior of commencement of project, the material cost is an estimated figure only at our best knowledge, Smarter renovations by design Pty Ltd reserve the rights to charge extra upon discussion.

Quotation

- Customer to review carefully with the quotations and the listed works, it may cause extra if any work are not written on the quotations. Our project manager is able to give a fixed variation cost on site . Or extra cost is based on \$80/hr if our project manager is unable to estimate how many working hours is required for the extra works at his knowledge .
- 10% GST is exclusive from the final price unless it states otherwise .

Change of scope of work from agreed document

- Any change of scope of work by customer must inform the project manager ONLY.
- Any change of scope of work by customer must put in writing by email.
- **Add items.** Customer is able to add items at an mutually agreed cost if the request is accepted by the project manager.
- **Remove items.** It is Smarter Renovations by design Pty Ltd sole decision to determine any items can be removed from the agreed scope of work and any cost deduction to the customer .

Authorized person

- Smarter Renovations by design Pty Ltd take instructions from the customer or the authorized person ONLY(written request by email if the customer require to sign another authorized person) for any request/change/variation work if required.

Tiles, fittings and fixtures

- All tiles, fittings and fixtures delivered by Smarter Renovations by Design Pty Ltd to the premise require to be remained safe, away from water by customers' responsibility. Any re-order of missing, stolen items should be paid by the customer.

Rubbish disposal

- Construction rubbish should be disposed into site skip bin by the Smarter Renovations by Design Pty Ltd contractors .under the circumstances there is no skip bin to be provided for apartment& units, Smarter Renovations By design Pty Ltd has the rights to remain all rubbish at the premise and to be disposed at the end of the project with junk removal service.
- No private rubbish to be disposed by the customer into our site skip bin until the end of the project.

Demolition

- Any damage caused by us will be repaired if it occurs during the demolition stage .
- Extra cost may apply if demolition is carried out by customer when the work required is incomplete and un-satisfied by Smarter Renovations by Design Pty Ltd .
- The project manager will check any existing damages appear on the wall and floor prior of demolition . Smarter Renovations by Design Pty Ltd will not take any responsibility .

Plaster & carpentry

- Any rotated /water damaged/ mounded timber studs are strongly recommended to be replaced at additional cost to satisfy our warranty requirement .
- Any water damaged /mounded plasterboard are strongly recommended to be replaced at additional cost to satisfy our warranty requirement.
- Structural stud will be examined by the project manager after demolition , any existing cracking ,damaged , structural risk stud are strongly recommended to be replaced at additional cost to satisfy our warranty requirement.

- Any additional work raised and by the project manager for internal structural stud above ceiling, inside plaster ,under the subfloor are subject to be a variation unless it states in the quotation otherwise.

Plumbing

- All twisted pipes are strongly recommended to be replaced at additional cost to satisfy our warranty requirement.
- All galvanized steel pipes are strongly recommended to be replaced at additional cost to satisfy our warranty requirement.
- All new plumbing works carried out by us are based on current plumbing regulations and scope of work listed on the quotation .
- Existing plumbing pipes are required to be cut off, relocated to satisfy proposed layout are subject to an variation cost ,unless it states in the quotation otherwise.

Electrical

- All new electrical works carried out by us are based on current electrical regulations and scope of work listed on the quotation .
- Existing electrical cabling are required to be disconnected, relocated to satisfy proposed layout are subject to an variation cost, unless it states in the quotation otherwise.

Custom made window and door

- Custom made window and door style are refer to scope of work in the quotation.
- Custom made window and door to be measured and size confirmed by the project manager.
- Custom-made window and door to be ordered by Smarter Renovations by Design Pty Ltd with suppliers and schedule for further installation once it is ready.

Custom made cabinets

- Custom made cabinets style, color, layout and specifications to be refer to scope to work in the quotation, detailed drawing and other relevant emails and document.
- Custom made cabinets to be measured and size confirm by cabinet maker.
- Custom made cabinets to be manufactured by cabinet maker and schedule for further installation once it is ready.

- In the event of the customer change their mind with style, color and specification if the cabinets are already on products after customers' confirmation, any cost should be paid by the customers.

Tiling stage

- All standard tilings are based on straight lay pattern ,edged tiles butt up. Any miter cut for edge tiles ,subway pattern, herringbone pattern etc are considered an additional cost to the customers unless it clearly states in the quotation otherwise.
- Smarter Renovations by Design Pty Ltd is not responsible for tiling not to perfection if the tiles are in different shade, bad shape, or other condition beyond of our control.
- Customer is required to provide a clear instruction about which tiles go where if there is more than one type of tiles supplied by customer.
- Allow 10% to 20% wastage for tiling subject to room size , the way the tile is laid.
- Customer may expect a maximum of 5% lippage of all tiling if the tiles are in a bad shape.
- Please confirm with Smarter Renovations by Design Pty Ltd in writing where border tile / mosaic tile is laid to avoid misunderstanding .
- Please confirm with Smarter Renovations by Design Pty Ltd in writing how big is shower area and how shower area is designed, eg : step down, walk in shower , low brick up.
- Shower floor sloping towards the drain, not applying for bathroom centre drain unless it states otherwise.

Grouting

- Customer is required to provide a clear instruction about what color grout to be used and which tiles used which grout if there is more than one type of tiles supplied
- Customer is required to provide grout color if the job is supply and install / customer is required to supply grout prior of tiling if the job is labour only .
- Smarter Renovations by Design Pty Ltd use cement-based colourgrout ONLY. Epoxy grout or super white grout is subject to extra cost or it states in the quotation otherwise.

Caulking

- Customer is required to confirm silicone color with us before grouting stage.

- Smarter Renovations by Design Pty Ltd will not take responsibility that we use the same color silicone and grout products but the finish looks different shade. Smarter Renovations by Design Pty Ltd reserve the rights to charge customer for re-caulking or regrouting.

Shower screen

- Shower screen style is refer to scope of work in the quotation.
- Shower screen to be measured and size confirmed by shower screen guy once tiling is completion.
- Shower screen holder style to be confirmed with shower screen guy on site
- Pre-made shower screen to be installed by shower screen guy on a separately date ; Custom-made shower screen to be ordered by shower screen guy with suppliers and schedule for further installation once it is ready.

Other fittings installation

- Customer is required to confirm other fittings installation location when it is due for installation, Smarter Renovations by Design Pty Ltd doesn't accept change of mind once it is installed.

Products return

- Smarter Renovations by Design Pty Ltd doesn't accept any change of mind/ misunderstanding about the products when customer require to return any tiles, fittings, fixtures and custom made items once it's purchased or it's ordered . Additional cost for re-order should be paid by the customer.

Duty of Care

- Any suspicion of damage in the property by our workers or subcontractors required to inform our project manager. Our project manager is require to take further investigation about who cause the damage and find repair solution if required. under no circumstance, customer is allowed to step into the matter and take in charge at work-in-progress stage.
- Customer allow the newly installed tiles, screed, waterproofing to rest for at least 24 hours before walking on them to ensure they don't get damaged or cause movement. Any repair should be extra, paid by customer.

Cost of Delay

- Any Materials and parts supplied by customer should be delivered prior of commencement of project. Any materials and parts to be checked by customers. We

reserve the rights to charge extra for the waiting and delay ,under the circumstances of our work can not be carried out on the day due to shortage of materials or parts . (Rate is based on \$80/hour).

- We reserve the rights to charge extra if the work was not done correctly and require to be re-done due to lack of products information as below:
 - The materials were unattended .
 - The materials specifications supplied by customer were not matchup with actual materials.

Cost of cancellation of work

- A minimum of 4 hours notice is required for any cancellation of work on the day once it is scheduled and informed to the customer. We reserve the rights to charge extra for the time on travel.(Rate is based on \$80/hour, minimum charge is 1 hour).
- Under the circumstances that the scheduled works are stop by the external factor or reasons when the worker is doing daily task according to the project manager instruction, Smarter renovations by design may determine whether we will charge customer a minimum call out fee by the reasons.

Positive work environment

- Under no Circumstance that customer supervise our workers which makes workers uncomfortable and stress.
- Under no Circumstance that customer give instruction to our workers how to do work. Always contact our project manager for any issue.

Variation

- Please contact your project manager for additional work(Variation) . Your project manager is able to give a fixed cost or variation is based on \$80/hr+material if our project manager is not able to confirm a working hours at his knowledge. Under no circumstances , customer negotiate price with our workers on site.

Complaint

- Any complaint by customer must be in email or text message to your project manager. We will do our best to fix the issue within 24 hours.
- If complaint was not solved by the project manager within an agreed timeframe, customer can contact with the management for solutions .

- If complaint was not solved by the project manager within an agreed timeframe, Customer can contact the management team by projects@smarterrenovations.com.au .

Breach of contract

- Use foul language and make our staff uncomfortable.
- Customer is unable to pay for the account balance within an agreed term.
- We may reserve the rights to walk away from the project until a further discussion between both parties to reach an agreement. We are not responsible for any loss caused by the work delay.
- Under no circumstances, the customer is allowed to organize the remaining work with third party contractor unless it is agreed and signed off by Smarter Renovations by Design Pty Ltd . Smarter Renovations by Design Pty Ltd have rights to charge full quotation price if customer terminate the contract from his end.

Termination of contract

- Under a circumstances an agreement can not be reached by both parties, Smarter Renovations by Design Pty Ltd reserve the rights to charge customer whats been done.

Payment

- We reserve the rights to charge stage payment refer to per quotation.
- We reserve the rights to charge variation cost in full once variation work is done.
- We reserve the rights to charge up to 90% of the total contract sum under the circumstances job is delayed beyond of our control, eg: Plumbing, tile, fitting & fixture, any delay caused by customer, 3rd party person or company, natural diseases etc.

Final Payment

- Full payment must be cleared within 3 days of job completion unless it states otherwise .
- Failure to make final payment will occur additional charge, eg administration fee legal consultation fee, accounts fee and late payment interest (18% per yr or 1.5% per month).
- Any cost incurred by us in recovering any outstanding monies should be paid by customer.

Copyright

- Smarter Renovations by Design Pty Ltd reserve the rights to take and use before and after pictures from marketing purpose only.

Street sign

- Smarter Renovations by Design Pty Ltd have the rights to post a temporary street sign for market purpose only . The street sign will be remained on site during the construction period.

Warranty

- We will provide a written 6-year workmanship warranty to structure work, 2-year workmanship warranty to non-structure work to our jobs for peace of mind. this is included workmanship, waterproofing , products supplied by our end. Warranty paper will be given after full payment is received .
- Warranty is voided if any work is carried out in a improper manner (instructed by customer).
- Plumbing or electrical certificate of compliance will be ONLY provided if existing condition/after renovation meet current regulations.

Once the quotation is accepted by the customer ,the quotation together with the terms and conditions document become a legally binding contract. Neither party can withdraw from or change the contract without the other's consent. For more information, please visit www.business.gov.au .

Smarter Renovations by Design Pty Ltd reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on Smarter Renovations by Design Pty Ltd website immediately. Please check the latest information posted at www.smarterrenovations.com.au/document

Smarter Renovations by Design Pty Ltd
Management team
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