

Crest Joinery

Terms & Conditions

1. Payment Terms

- 1.1. All payments are to be made in accordance with the payment schedule outlined below.
- 1.2. A deposit of 35% of the total project cost is required to initiate the project. Work will commence once the deposit payment has been received and confirmed.
- 1.3. A second payment of 50% of the total project cost is required prior to the scheduled installation date. The installation date will be agreed upon by both parties and communicated in advance.
- 1.4. The final payment of 15% of the total project cost is due upon successful completion of the project. The completion date will be determined by Crest Joinery and communicated to the client.
- 1.5. Payment must be made in the form of a bank transfer or other agreed-upon method. Payment details will be provided upon request.
- 1.6. All payments must be made within 7 days of the payment due date.
- 1.7 All Quotes, Tenders, Variations and Payment claims are made under the Building and Construction Act 2004 (QLD)

2. Cancellations and Refunds

- 2.1. In the event of cancellation by the client after the project has commenced, the deposit amount will be retained by Crest Joinery to cover costs incurred up to that point.
- 2.2. No refunds will be provided for cancellations made after the installation process has begun.
- 2.3. Crest Joinery reserves the right to cancel the project at any stage due to unforeseen circumstances, in which case a full refund of any received payments will be provided to the client.

3. Project Changes

3.1. Any changes requested by the client to the project scope, design, materials, or any other aspect must be communicated in writing. Crest Joinery will provide a revised quote reflecting the changes, and work will only proceed upon client acceptance of the revised quote.

3.2. Changes made after the project has commenced may result in adjustments to the project timeline and costs. Crest Joinery will inform the client of any such adjustments.

4. PC Items

Prime Cost Items (PC Items)

4.1 All relevant items are identified as PC Items in the contract or Tender.

4.2 For each PC Item, a budget estimate is specified in the contract or tender. This allowance represents the estimated cost of the item, excluding any installation costs or other related work. The PC Item budget estimate is not included in the submitted contract or tender price and will be an additional cost, based on the client's final selection and approval. PC Items are designed to give the client a better understanding of the expected overall cost of a particular project.

4.3 The Client shall have the final selection of the specific brand, model, and finish of each PC Item within the designated budget allowance. The Client acknowledges that the final cost of the PC Item may vary depending on their selections.

4.4 PC Items can include Subcontractors, specialty hardware, certain materials, or unique design elements.

4.5 Crest Joinery shall use commercially reasonable efforts to procure each PC Item at the most competitive price possible, considering the Client's selections and the specifications outlined in the contract or tender.

4.6 Crest Joinery Charge 15% management fee for PC Items. This charge covers the additional time and work involved in sourcing & managing the item.

4.7 The final cost of each PC Item will be determined by the actual supplier invoice plus management fees and will be presented to the Client for approval before purchase. If the Client selects a PC Item that exceeds the designated budget allowance, The Client will be notified of the additional cost and will be required to provide written approval before Crest Joinery proceeds with the purchase.

4.8 Crest Joinery will keep all receipts and invoices related to PC Items for the Client's records.

5. Project Delays

5.1. Crest Joinery will make reasonable efforts to adhere to the agreed-upon project timeline. However, unforeseen circumstances such as weather conditions, material delays, or other factors may lead to project delays.

5.2. Crest Joinery will communicate any anticipated delays to the client as soon as possible and provide updated timelines accordingly.

6. Warranty

6.1. **WARRANTY** - Crest Joinery provides a one-year warranty on workmanship and materials. This warranty covers any faults arising from normal usage and will be resolved at no additional cost to the client. The warranty does not cover damage caused by misuse, neglect, accidents, or modifications made to the cabinetry and joinery after installation.

6.3 **APPLIANCES** - For the operation and care of all appliances supplied, we recommend that you thoroughly read the Manuals supplied with the equipment. Any enquiries regarding the use of appliances should be directed to the manufacturer of such appliances. Should you require servicing of your appliance during or after the warranty period please contact your relevant appliance manufacturer.

6.4 **ACCESSORIES** - All accessories supplied are of the highest quality and standard. If you have any queries or require replacement of parts, please contact Crest Joinery for assistance. These items are excluded from our Warranty, however, they are covered by the manufacturer's warranty.

6.5 **DEFECTS** - In addition to your rights at law, we warrant that our work of making and installing the product is, and that materials supplied by us are free of defects at the time of completion of installation. We will make good any omissions or defects in the work or materials, which become apparent within the period of 12 weeks from the date the work is completed. You must notify us of any work or materials to be rectified or replaced no later than 5 business days after the expiry of the 12 week period. However, subject to statutory warranties, (Domestic Building Contracts Act (Qld) and the Home Building Act (NSW)), we do not have to fix:

- Any problem caused by misuse, abuse, wear and tear or normal shrinkage or movement;

- Damage caused by other parties;
- Appliances and other products made by others; or
- Any defect in, or problem caused by, work materials or appliances supplied by you
- Any damage caused to your property in and adjacent to the installation area as a result of installation of the product, if you have not followed our recommendations prior to installation.

All such defects are subject to inspection to determine the cause for claim. Such an inspection shall not be deemed in any way an admission of liability of Crest Joinery.

7. Intellectual Property

7.1 All designs, drawings, and intellectual property developed by Crest Joinery during the project will remain the property of Crest Joinery. All supplied drawings may not be used unless previously agreed by Crest Joinery.

8. Governing Law

8.1 These terms and conditions shall be governed by and construed in accordance with the Australian Consumer Law (ACL)

9. Protection of Surrounding areas and Indemnification

9.1 Crest Joinery acknowledges its responsibility to take all reasonable precautions to minimize the risk of damage to surrounding areas during the course of the project, including but not limited to the project site, adjacent structures, landscaping, and personal property.

9.2 Crest Joinery shall not be held liable for any damage, loss, or injury to surrounding areas, structures, landscaping, or personal property resulting from the execution of the project, unless such damage or loss arises from negligence or wilful misconduct on the part of Crest Joinery.

9.3 Crest Joinery agrees to implement best practices and safety measures to safeguard surrounding areas from potential harm. These measures may include protective coverings, containment barriers, and safe disposal of construction debris.

9.4 The client acknowledges and agrees that while Crest Joinery will take all reasonable precautions to prevent damage, some level of disruption may be unavoidable due to the nature of construction and renovation work.

9.5 In the event that damage does occur, which is proven to be a result of Crest Joinery's negligence or wilful misconduct, Crest Joinery will take appropriate steps to remedy the situation and repair or replace the affected areas or items at no additional cost to the client.

9.6 The client agrees to indemnify and hold harmless Crest Joinery from any claims, liabilities, damages, or losses arising out of or in connection with damage to surrounding areas, structures, landscaping, or personal property, except in cases where such damage is directly attributed to the negligence or wilful misconduct of Crest Joinery.

10. Unforeseen Work and Events

10.1 Crest Joinery acknowledges that unforeseen circumstances and additional work requirements may arise during the course of the project, beyond the initial scope and specifications outlined in the project agreement.

10.2 Crest Joinery shall not be held responsible for any costs, delays, or liabilities arising from unforeseen work, including but not limited to:

- Unexpected structural issues discovered after commencement of the project.
- Hidden or pre-existing conditions in the project site that were not apparent during the initial assessment.
- Changes in regulatory requirements or building codes that impact the project.
- Unforeseen design modifications requested by the client after the project has begun.

10.3 In the event that unforeseen work becomes necessary to ensure the successful completion of the project or to address safety concerns, Crest Joinery will promptly inform the client of the situation, provide a detailed explanation of the issue, and propose a solution and associated costs.

10.4 Any additional work resulting from unforeseen circumstances will be treated as a change order and will be subject to a separate agreement between Crest Joinery and the client. The client's consent will be obtained before proceeding with the additional work, and any adjustments to the project timeline or cost will be communicated in advance.

10.5 The client acknowledges and agrees that unforeseen work may impact project timelines and costs. Crest Joinery will make every effort to minimize the impact and provide transparent communication throughout the process.

11. Complaints and Feedback procedure

11.1 We value your feedback and aim to provide excellent customer service. If you have any concerns or complaints regarding our products or services, please put them in writing and email us at crestjoinery@gmail.com. We will endeavor to address your issue promptly and ensure your satisfaction.

By payment of a deposit to BLD Group, the client has engaged BLD Group trading as Crest Joinery and agrees to abide by these terms and conditions. These terms and conditions are subject to change without notice and may be updated as necessary. Clients will be provided with the most current version upon request.