
SHED SHIELDS PTY LTD

MASTER TERMS & CONDITIONS – CONCRETE, COATINGS & REMEDIAL WORKS

These Terms and Conditions (“Terms”) apply to all quotes, proposals, invoices and works performed by **Shed Shields Pty Ltd** (“Contractor”, “we”, “us”, “our”). By accepting our quote, paying any deposit, or allowing us to commence work, **you agree** to be bound by these Terms.

Nothing in these Terms excludes, restricts or modifies any non-excludable rights you may have under the **Australian Consumer Law (ACL)**. To the extent permitted, all other conditions, warranties and guarantees are excluded.

1. Definitions & Interpretation

1.1 “**Client**”, “**you**”, “**your**” means the person, company, body corporate, owners corporation, body corporate committee, principal or agent who engages us.

1.2 “**Works**” means all services, labour and materials we provide as described in our quote, including without limitation:

- **Concrete section** – cleaning, grinding, grinding for coating, tile removal, vinyl floor removal, other floor removal, glue/adhesive or excess material removal, burnishing, concrete polishing, coating preparation, structural remediation works, concrete cutting, coring, filleting, shaping, pressure cleaning, sealing and related activities.
- **Concrete coatings** – polyaspartic, polyurethane, epoxy (colour, non-slip, flake, metallic, creative/decorative incl. stones or inclusions in clear coats, clear coats, chemical resistant systems, coving, screeds, patching, repair mortars, underlays, top coats) and **polishing systems** (incl. lithium densifier, impregnating sealers, acrylic sealers) for indoor and outdoor areas.
- **Other surface coatings** – wooden floor polishing/sealing, floor maintenance, re-coating, vinyl and other floor removals, and any future surface systems we may offer.

1.3 “**Site**” means the property, area or structure where the Works are carried out, including access ways, driveways, common property and surrounding areas affected by the Works.

1.4 “**Quote**” means our written price and scope proposal (including any drawings, schedules, inclusions and exclusions).

1.5 “**Variation**” means any change to the scope, method, timing, materials or quantities from those described in the Quote.

1.6 “**Substrate**” means the existing concrete, screed, slab, topping, underlay or surface onto which we perform preparation or apply coatings.

1.7 “**Latent Conditions**” means any conditions not reasonably visible or detectable by visual inspection before starting the Works (e.g. hidden coatings, moisture, voids, drummy concrete, weak concrete, asbestos, structural defects, services in slab, contaminants).

1.8 “**Business Day**” means a day other than a Saturday, Sunday or public holiday in Queensland.

1.9 Headings are for convenience only and do not affect interpretation. Singular includes plural, and vice versa.

2. Application of These Terms

2.1 These Terms apply to **all** Works we perform for you unless otherwise agreed in writing.

2.2 These Terms override any terms attached to your purchase orders or other documents unless we expressly agree in writing.

2.3 If there is any inconsistency between our Quote and these Terms, the Quote prevails to the extent of the inconsistency.

3. Quotes, Pricing & Validity

3.1 Unless stated otherwise, Quotes:

- are based on information and measurements supplied or accessible at the time;
- assume normal working hours and reasonable uninterrupted access; and
- are valid for **30 days** from issue.

3.2 We may re-price the Works where:

- quantities (e.g. m²) are different to those assumed;
- there are Latent Conditions;
- the Works are delayed beyond 60 days from acceptance due to your actions/inaction;
- product or supplier pricing increases materially.

3.3 Where m² is estimated from drawings, photos or verbal descriptions, final invoiced m² will be based on **actual measured area** (including coving, steps, nibs, set-downs, rebates and returns).

3.4 Pricing assumes substrate conditions normal for the building age and construction type.

3.5 Quotes exclude allowances for liquidated damages, delay damages or consequential loss.

3.6 If access is limited, requiring smaller tools rather than standard equipment, additional charges may apply.

3.7 Pricing assumes works can be completed in logical continuous stages; broken staging due to your restrictions may incur re-mobilisation costs.

3.8 Quotes assume standard disposal costs; contaminated waste or slurry requiring filtering or special disposal will be charged extra.

Project specific terms:

- Pricing assumes substrate conditions normal for the building age and construction type.
 - Quotes exclude allowances for liquidated damages, delay damages or consequential loss.
 - If access is limited, requiring smaller tools rather than standard equipment, additional charges may apply.
 - Pricing assumes works can be completed in logical continuous stages; broken staging due to your restrictions may incur re-mobilisation costs.
 - Quotes assume standard disposal costs; contaminated waste or slurry requiring filtering or special disposal will be charged extra.
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4. Scope of Works & Exclusions

4.1 We will perform the Works described in the Quote using reasonable skill, care and accepted trade practices.

4.2 Unless specifically listed as “Included”, the following are **excluded**:

- slab design, structural engineering or certification;
- rectification of existing structural defects;
- waterproofing outside of specifically quoted membrane/repair systems;
- electrical, plumbing or other trades;
- remediation of hazardous materials (including asbestos, lead paint, unknown chemicals);
- relocation of furniture, stock, racking, vehicles, machinery or contents;
- protection of items not moved out of the work area;
- after-hours, weekend or emergency work;
- traffic management, permits, council approvals or body corporate approvals;
- replacement/adjustment of doors, gates, thresholds or fixtures made tight by changed floor levels.

4.3 If any excluded item is required for the Works to proceed, it will be treated as a **Variation**.

Project specific terms:

- We are not responsible for alignment of floor levels with adjacent floor coverings unless specifically quoted.
 - We are not responsible for waterproofing warranties unless we install the entire warranted system and accept responsibility in writing.
 - Unless stated, we are not removing deteriorated joint fillers, sealants or grouts.
 - Unless stated, we are not repairing cracks or voids beyond what is required for coating adhesion.
 - Unless expressly stated, we do not guarantee compatibility of new coatings with unknown existing coatings.
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5. Client Responsibilities

5.1 You must:

- a) provide us with accurate information about the Site, including prior coatings, repairs, known issues, under-slab heating, services in slabs, moisture problems, flooding history, chemical exposure, and structural concerns;
- b) obtain all necessary **approvals** (e.g. landlord, body corporate, owners corporation, council, building management) before Works commence;
- c) ensure safe, uninterrupted access to the Site, including parking for vehicles and equipment, and access to power, water and lighting;
- d) remove all loose items, vehicles, tools, personal property, stock and equipment from work areas, or clearly identify what must be protected;
- e) ensure pets, children, staff, tenants and visitors remain clear of work areas, hazards, machinery and wet coatings;
- f) notify neighbours and occupants of noise, dust and access restrictions where relevant (grinders, vacuums and demolition works are loud);
- g) comply with any instructions we give regarding Site safety, access or protection of finishes.

5.2 If you fail to meet these responsibilities, we may:

- delay or suspend Works;
- charge waiting time, call-out or additional labour; and/or
- treat the issue as a Variation.

Project specific terms:

- Ensure floors are swept/cleared of loose debris prior to our arrival unless cleaning is part of scope.
 - Notify us in advance of access restrictions relating to building security, lifts, parking height limits or delivery zones.
 - Provide written notification of any known environmental sensitivities such as shared HVAC systems affecting fume exposure.
 - Provide secure storage for materials, plant or equipment where Work is staged over multiple days.
 - Ensure water and power supply remain uninterrupted during Works.
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6. Site Conditions & Latent Conditions

6.1 You acknowledge that concrete slabs and existing surfaces can conceal hidden conditions. Despite our experience, we cannot fully know what is beneath coatings, tiles, vinyl or screeds until preparation begins.

6.2 Latent Conditions include, but are not limited to:

- weak, dusty, drummy, honeycombed, soft or low-strength concrete;
- voids, cap plastic, curing compounds, sealers or bond breakers;
- high moisture content, rising damp, hydrostatic pressure, leaks;
- old adhesives, coatings or membranes of unknown type or thickness;
- asbestos or other hazardous materials;
- embedded services (pipes, conduits, cables) within the slab;
- contamination from oils, greases, fats, chemicals, silicone, fuel, tyre dressings, acids, or other substances.

6.3 We are **not responsible** for:

- damage or failure resulting from Latent Conditions;
- costs associated with rectifying Latent Conditions not reasonably foreseeable at quote stage.

6.4 Any additional work required because of Latent Conditions (extra grinding, patching, remediation, moisture mitigation etc.) will be a Variation at our standard rates.

Project specific terms:

- We reserve the right to conduct additional testing (moisture testing, contaminant testing, pull tests) at your cost.
 - We may require core sampling or surface profiling to determine substrate quality.
 - We are not responsible for structural issues identified during Works unless separately quoted for remediation.
 - If cutting or grinding exposes asbestos-containing materials, all Works will cease immediately until licensed removal occurs at your cost.
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7. Structural Remediation Works

7.1 Where we perform **structural remediation**, you acknowledge:

- we are following either product manufacturer guidelines and/or engineering instructions provided;
- unless expressly stated, we are not engaged as structural engineers and are not providing structural design.

7.2 Where an engineer provides drawings or a method:

- you are responsible for engaging and paying that engineer;
- our responsibility is limited to carrying out the Works in accordance with the engineer's issued documents.

7.3 We do not guarantee that remediation will:

- eliminate all movement, cracking or deflection;
- extend structural life beyond what is reasonably expected from the chosen system;
- address unrelated structural deficiencies beyond the defined scope.

7.4 Future movement, cracking or defects in the underlying structure are **not** covered by our workmanship warranty.

8. Surface Preparation & Grinding

8.1 Grinding and preparation will be performed to a profile suitable for the nominated system, taking into account product data sheets and reasonable trade practice.

8.2 Limitations:

- edges and corners may not be ground to the same standard as open areas due to machine reach;
- some scratches or swirl marks may remain visible under certain lighting conditions;
- lippage between concrete panels, tiles or substrates may not be fully removed without significant extra grinding (Variation);
- grinding may expose aggregate or variations in colour/texture.

8.3 We are not responsible for:

- damage to weak top-layer concrete that dislodges or breaks away during grinding;
- exposure of steel reinforcement, mesh or services discovered during grinding;
- minor chipping or damage to skirting boards, framing, door jambs or transitions where they abut the floor.

8.4 Where excessive grinding or rectification is required beyond what was reasonably anticipated, it will be chargeable as a Variation.

Project specific terms:

- Extra grinding passes requested for aesthetic reasons are treated as Variations.
 - Surface flatness tolerances are dependent on substrate hardness and structural movement.
 - Grinding close to walls/skirtings may require hand tooling and will incur higher labour costs.
 - High spots or curl may prevent full flattening of slab unless priced and agreed as structural rectification.
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9. Tile, Vinyl & Other Floor Removal

9.1 Removal works may cause:

- cracking or chipping at edges of brittle or poor-quality concrete;
- damage to cheap or brittle skirtings, trims, paint, plaster or door frames;
- noise and vibration to adjacent units or tenancies.

9.2 We are not liable for minor aesthetic damage reasonably incidental to tile/vinyl/floor removal.

9.3 If we suspect **asbestos** or other hazardous materials, we may immediately stop work and require testing and specialist removal at your cost. We are not licensed asbestos removers unless expressly stated.

9.4 Adhesive and residue removal will be performed to a degree suitable for the specified coating system, not necessarily to a “new concrete” appearance unless quoted.

10. Cutting, Coring & Services in Slab

10.1 You must provide accurate information and marked locations for all known services (water, gas, electrical, data, heating, etc.) within the slab or work area.

10.2 While we exercise reasonable care, we are **not liable** for damage to unknown or undocumented services encountered while cutting, coring or drilling.

10.3 Any damage repair, service location, or subsequent plumbing/electrical work is at your cost unless caused by our clear negligence.

11. Coating System Selection & Design

11.1 Different systems (epoxy, polyaspartic, polyurethane, acrylic, polished concrete, sealers, decorative systems) have different performance characteristics.

11.2 Where you select colours, finishes, flake blends, metallic effects or creative systems:

- samples and photos are indicative only;
- actual outcomes can vary in colour, shade, patterning, flake distribution, and gloss due to application method, lighting and substrate.

11.3 You acknowledge that **slip resistance and cleanability are a trade-off:**

- higher slip resistance may be harder to clean;
- smoother/glossier finishes may be more slippery when wet or contaminated.

11.4 If you choose a finish that prioritises aesthetics or ease of cleaning over slip resistance, you assume responsibility for any slip-related risk, subject to your non-excludable ACL rights.

Project specific terms:

- Film build and final surface characteristics depend on substrate porosity and environmental conditions.
 - Differences between wet and dry areas may require different slip ratings or systems; incorrect specification by Client voids warranty.
 - Repairs or patching cannot guarantee seamless colour/texture blending.
 - Decorative systems may show batch variations between material lots; colour matching cannot be guaranteed.
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12. Environmental Conditions (Weather, Temperature, Humidity)

12.1 Application and cure of coatings are sensitive to temperature, humidity, substrate temperature, dew point and weather.

12.2 We may delay Works where conditions are unsuitable or unsafe (e.g. rain, high humidity, extreme heat/cold, condensation, wind, storm).

12.3 We are not liable for delays or costs incurred due to adverse weather or climate conditions. Additional mobilisation or return trips may be chargeable.

12.4 Outdoor or semi-exposed areas may attract dust, insects, leaves or debris while curing. We will take reasonable measures to reduce this, but minor contamination is not considered a defect.

13. Moisture, Hydrostatic Pressure & Efflorescence

13.1 Moisture is a major cause of coating failure. We may recommend moisture testing prior to application.

13.2 If testing shows moisture above acceptable levels, we may:

- recommend a moisture mitigation system;
- refuse to apply coatings until issues are rectified.

13.3 If you instruct us to proceed against advice or decline moisture mitigation, **you accept all risk** of:

- blistering, bubbling, delamination or whitening;
- efflorescence and staining;
- coating failure related to moisture or hydrostatic pressure.

13.4 Any such failure is excluded from warranty.

Project specific terms:

- Moisture mitigation systems require strict sequencing schedules; deviations caused by Client will incur reattendance charges.
 - Moisture protection recommendations must be accepted in writing before coatings commence.
 - Voided any Works over slab-on-ground areas without moisture control statements.
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14. Curing, Return-to-Service & Protection

14.1 Curing times stated by manufacturers are indicative and based on ideal conditions.

14.2 You must strictly follow our instructions for:

- foot traffic;
- vehicle traffic;
- placement of furniture, racking and equipment;
- exposure to chemicals, water or cleaning.

14.3 Any damage caused by early use, impact, dragging items, covering surfaces (e.g. with plastic sheets or non-breathable mats) or ignoring our cure instructions is at your risk and cost.

14.4 We are entitled to photograph the completed Works at handover as a record of condition.

Project specific terms:

- Delays caused by cure time variations do not constitute project delay by us.
 - You must protect curing surfaces from condensation or temperature fluctuations.
 - You assume risk of damage from building security staff/tenants ignoring exclusion zones.
 - Vehicular traffic must adhere to weight and tyre restrictions provided at handover.
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15. Limitations of Coatings & Polished Surfaces

15.1 You acknowledge that:

- all floors will scratch, mark or wear over time;
- heavy point loads, trolleys, sharp objects and dragged items can gouge or damage coatings;
- hot tyres, tyre dressings and plasticisers can cause **hot tyre pickup**, softening, marking or discoloration;
- UV exposure may cause yellowing, chalking or colour change, particularly with epoxies;
- metallic and decorative systems may show application marks, roller lines, changes in flow, marbling and variation that are inherent to the system.

15.2 These characteristics do not constitute defects and are not covered by warranty.

Project specific terms:

- No coating system prevents slab cracking due to structural movement.
 - Slip resistance is influenced by contamination, cleaning and maintenance outside our control.
 - Coatings exposed to vehicle oils, brake dust or tyre plasticisers may stain or soften.
 - Areas exposed to high-point static loads may indent coatings.
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16. Aesthetics, Tolerances & “Perfect” Finish

16.1 Floors are judged from a normal viewing position and lighting, not by close inspection with torches or at low grazing angles.

16.2 Acceptable trade tolerances include minor:

- roller or squeegee lines;
- variation in sheen or texture;
- patchiness where the substrate absorbs differently;
- hairline cracks or previous repairs telegraphing through.

16.3 We do not guarantee a **“factory flawless”** or “mirror-perfect” finish unless specifically quoted as such (and priced accordingly).

17. Cleaning, Maintenance & Care

17.1 You are responsible for ongoing cleaning and maintenance using methods compatible with the system installed.

17.2 You must avoid:

- harsh solvents, caustic cleaners, acidic cleaners or bleaches unless we confirm compatibility;
- abrasive scrub pads (unless approved);
- high-pressure cleaning at unreasonably close distances that can erode or strip coatings.

17.3 Furniture and equipment should have soft, non-staining pads or castor cups. Do not drag heavy items over the floor.

17.4 For garages and driveways, we recommend:

- avoiding tyre dressings known to stain;
- using mats where vehicles park if heavy staining is a concern.

17.5 Failure to maintain the floor appropriately may void applicable warranty.

18. Health, Safety & Environmental

18.1 We will comply with applicable WHS laws and take reasonable steps to minimise risks.

18.2 Grinding and cutting can create **silica dust**; coatings can emit fumes. You must ensure vulnerable persons (children, pets, people with respiratory issues) are kept away from work areas.

18.3 You must not enter work areas or breathe vapours/dust without appropriate PPE while our works are underway.

18.4 We may refuse to work or suspend work where we consider WHS risks unacceptable or where others interfere with our safe systems of work.

18.5 If we need to implement additional safety measures due to Site conditions or your activities, this may be chargeable as a Variation.

Project specific terms:

- You acknowledge potential exposure to solvents, VOCs, noise and vibration, and accept obligations to manage occupant safety.
- We reserve the right to fence, barricade or restrict Site access.
- Any WHS non-compliance by Client or occupants automatically suspends Work until rectified.

19. Waste Removal & Rubbish

19.1 Our Quote will state whether waste removal (tiles, vinyl, concrete slurry, dust bags, packaging, containers, etc.) is included.

19.2 If not clearly stated as included, waste remains your responsibility.

19.3 Extra skips, dump fees or labour for rubbish removal beyond what was reasonably anticipated may be invoiced as a Variation.

20. Delays, Access Issues & Stand-Downs

20.1 If we are delayed or stood down due to causes beyond our control (including but not limited to other trades, access restrictions, locked areas, parked vehicles, wet surfaces, unsafe conditions, unapproved works, late approvals), we may charge:

- stand-down or waiting time;
- additional mobilisation costs for return visits.

20.2 We are not liable for consequential loss arising from delays outside our control (tenant complaints, liquidated damages from your contracts, etc.).

Project specific terms:

- Works delayed because of trades sequencing errors will be charged stand-down and re-mobilisation.
 - If slab moisture levels require forced drying, dehumidifiers or heaters, hire costs will be charged as a Variation.
 - Security/access failures resulting in idle time will incur waiting charges.
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21. Variations, Re-Measure & Provisional Items

21.1 Variations may be:

- written (email, text) and accepted by you; and/or
- reasonably implied by site conditions requiring extra work for the Works to be completed.

21.2 Variations will be charged at our **current rates** for labour, plant, materials and waste disposal, plus any additional margin stated in the Quote.

21.3 Provisional sums/allowances are estimates only. Actual costs will be adjusted in the final invoice based on time and materials used.

22. Warranty

22.1 We provide an **Australian Standard workmanship warranty** on our labour for the period specified in the Quote, counting from the date of practical completion.

22.2 Manufacturer warranties apply to products used, subject to their own terms and conditions.

22.3 Warranty is conditional on:

- full payment of all amounts due;
- correct cleaning and maintenance;
- no unauthorised alteration, cutting, grinding or recoating by others;
- no further structural movement or moisture conditions outside normal expectations.

22.4 Warranty **exclusions** include:

- substrate defects and structural movement;
- moisture-related issues, rising damp, hydrostatic pressure;
- chemical attack beyond rating of system;
- impact, gouging, dragging, scratching, or misuse;
- wear and tear, traffic patterns, tyre pickup, staining;
- damage by trades, tenants, owners, or third parties.

22.5 Warranty claims must be lodged in writing with a description and photos. We may inspect the Site and, where warranted, undertake rectification in a manner we consider appropriate.

Project specific terms:

- Warranty response time and scheduling is at our reasonable discretion.
 - Cosmetic-only issues are not warranty unless explicitly guaranteed.
 - Warranty does not extend to natural substrate migration, settlement or building movement.
 - Recoating or repairing small areas may result in colour/texture mismatch, which is not a defect.
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23. Australian Consumer Law (ACL)

23.1 Our goods and services may come with guarantees that cannot be excluded under the **ACL**. For major failures, you may be entitled to a replacement, refund or compensation for reasonably foreseeable loss.

23.2 To the extent permitted by law, our liability for non-major failures is limited to:

- resupplying the services; or
- paying the cost of having the services resupplied.

23.3 Nothing in these Terms seeks to exclude or limit your non-excludable rights under the ACL.

24. Limitation of Liability & Indemnity

24.1 To the maximum extent permitted by law, we are **not liable** for:

- indirect, special or consequential loss (including loss of profit, rent, business interruption, or tenant claims);
- delays caused by weather, other trades, approvals or Site issues.

24.2 Our total liability for all claims arising out of the Works is limited to the total contract price paid by you for the specific Works giving rise to the claim, except where the ACL requires otherwise.

24.3 You indemnify us against any claim, loss or damage arising from:

- your breach of these Terms;
 - reliance on inaccurate or incomplete information you provided;
 - use of the Works in a manner inconsistent with our instructions;
 - claims by third parties (including tenants, neighbours or body corporate) arising from access, noise, dust, odours or disruption, except to the extent caused by our negligence.
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25. Risk, Title & Security Interest

25.1 Risk in the Works passes to you as each stage is completed and/or areas are handed over.

25.2 Title in materials does not pass until full payment of all monies owed to us (for this and any other job). Until then, we may enter the Site to recover any unused materials if it is safe and lawful to do so.

25.3 You acknowledge that we may have a **security interest** in goods under the Personal Property Securities Act 2009 (Cth) and consent to us registering that interest.

26. Payment Terms

26.1 Unless otherwise stated in the Quote:

- a deposit will be required to secure booking and materials;
- progress payments may be required for multi-day or multi-stage works;
- final payment is due on the day of completion or as otherwise stated on the invoice.

26.2 We may suspend or cease works if payments are not made by the due date.

26.3 Late payments may incur:

- interest at a reasonable commercial rate; and
- all costs of recovery (debt collection, legal fees on a solicitor–client basis).

26.4 Any dispute over an invoice must be notified in writing within **7 days**. Non-disputed portions must still be paid on time.

Project specific terms:

- Deposits are non-refundable and secure materials allocation and booking.
 - Title in materials includes partially used products delivered to Site.
 - If payment is not received by due date, all Works and warranty obligations are suspended.
 - Payment delays entitle us to recover storage, restocking or rebooking fees.
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27. Cancellations, Postponements & Call-Outs

27.1 If you cancel or postpone within **3 Business Days** of the scheduled start date (or once materials have been ordered), we may charge:

- a cancellation fee; and/or
- recovery of non-refundable supplier costs and preparation time.

27.2 Call-out fees may apply where:

- we attend Site but cannot access the work area;
 - the floor is not ready due to other trades or conditions;
 - unsafe conditions prevent us from working.
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28. Photos, Marketing & Privacy

28.1 You consent to us taking photos and videos of the Works for:

- project records;
- marketing, social media and portfolio use;
- training and quality control.

28.2 We will avoid identifying your personal details or full address without consent.

28.3 Any personal information we collect will be handled in accordance with our Privacy Policy (available on our website).

29. Intellectual Property

29.1 All designs, layouts, colour schemes, custom blends, written proposals, methods, systems, processes, templates and documents we provide remain our intellectual property unless agreed otherwise in writing.

29.2 You must not copy, reproduce or provide our proprietary documents or methods to competitors or third parties for the purpose of replicating our systems without our consent.

30. Subcontractors

30.1 We may engage suitably qualified subcontractors to perform part or all of the Works.

30.2 These Terms apply equally to work performed by our subcontractors.

31. Dispute Resolution

31.1 If a dispute arises, you must first notify us in writing with full details.

31.2 Both parties will attempt in **good faith** to resolve the dispute within 14 days.

31.3 If unresolved, either party may refer the matter to mediation in Queensland before starting court proceedings (except for debt recovery).

31.4 Each party bears its own costs of mediation unless otherwise agreed.

32. Governing Law & Jurisdiction

32.1 These Terms are governed by the laws of **Queensland, Australia**.

32.2 Each party submits to the non-exclusive jurisdiction of the courts of Queensland and any courts that may hear appeals from those courts.

33. Miscellaneous

33.1 **Entire agreement** – The Quote and these Terms form the entire agreement between the parties regarding the Works.

33.2 **Amendments** – Any amendment must be in writing and agreed by us.

33.3 **Waiver** – Failure or delay in exercising a right is not a waiver of that right.

33.4 **Severability** – If any part of these Terms is found invalid or unenforceable, the remaining provisions continue in full force and effect.

33.5 **Electronic acceptance** – Email, electronic signature or text confirmation authorising us to proceed is deemed acceptance of these Terms.

34. Engineering Requirements & Professional Services

34.1 You acknowledge that structural concrete and remedial works may require:

- review by a qualified structural engineer;
- design and documentation of repair methodology;
- supervision or certification of repair stages;
- testing, inspection or reporting;
- weld procedures, load calculations, substrate assessment or adequacy statements.

34.2 If at any stage we reasonably determine that engineering involvement is required to ensure safe, compliant or durable outcomes, you agree that:

- we may suspend Works until engineering advice is obtained;
- continuation of Works without engineering approval will void all warranties;
- such engineering involvement is mandatory, not optional;
- engineering involvement may increase project duration and cost.

34.3 By accepting our Quote, authorising Work or paying any deposit, you acknowledge and agree that:

- engineering costs are separate from our contract price unless expressly included;
- you are responsible for engaging and paying the engineer directly OR reimburse us where we engage one on your behalf;
- all engineering, inspection, testing and certification costs will be invoiced as Variations if not included in the original Quote;
- invoices for professional services must be paid prior to recommencement of Works.

34.4 You indemnify us for any loss, liability or defect arising from refusal or delay to engage recommended engineering involvement.

34.5 If engineering recommendations require amendments to the scope, repair method or sequencing, all adjustments to pricing, duration and access are treated as Variations.

35. Acceptance

35.1 By accepting a quote and/or paying a deposit, the client agrees to all Terms and Conditions stated within this document, alongside this, is aware that a change of mind on an accepted quote will result in a non-negotiable 15% administrative fee unless otherwise discussed and agreed in writing by both parties.