



ULTIMATE FLOORS GROUP

COMMERCIAL & RESIDENTIAL > CONCRETE FLOORING SPECIALIST
PO Box 51, Morayfield QLD 4506 | ABN 57593359760
info@ultimatefloors.com.au | www.ultimatefloors.com.au

Terms of Service

CLIENTS ROLES & SITE PREPARATION

1. It shall be the Clients responsibility to ensure that fair and reasonable access to the site is deemed suitable for the scope of works, adequate access to power, water and toilet facilities are available. In the event 415 volt 3 phase power cannot be provided, ULTIMATE FLOORS GROUP Pty Ltd commonly includes generated power supply at per day / week charges to estimates unless otherwise notified. Access for generator power to be with-in 40 metres to the furthest point and reasonably horizontal ground. In the event large core 415 volt power cable is required for distances beyond 40 metres, a daily supply surcharge will apply.
2. Areas are to be clear of all trades, building materials and waste for the duration of the works. Where new concrete is placed working to AS 1379, placement and finishing shall be Class A for internal concrete finishes, Class B or better for external concrete pavements. Concrete to be cured to AS 3799 requirements where concrete polishing is specified --- WET CURE METHOD IS RECOMMENDED. Mechanical equipment operated over the concrete flooring to be honed, polished and/or have coatings applied must in good condition with no oil or hydraulic fluid leaks which may contaminate the surface.
3. Grinding and/or polishing has restrictions where fixtures and fittings may be installed. Best results are achieved where all skirting boards and swinging doors are removed prior to the commencement of works. Recommend final paint works afterwards, marking may occur due to nature of works and equipment used. Where perimeter hand grinding and/or polishing is to be done, 3 – 10 mm along edges and fixtures may not be similar in look and/or gloss. All internal corners may have a quarter moon shapes un-processed where full mechanical polished and top coat finish polish is installed. Re-fitting skirting board trim provides a visually neater finish. ANY QUESTIONS, PLEASE ASK!



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CONCRETE SUBSTRATE CONDITION, TOLERANCES & SURFACE FINISHES

Quotation is subject to and on the understanding that the best industry practices are or have been followed allowing Ultimate Floor Group to get the best from the New or Existing concrete flooring. Variation in floor flatness tolerances varies from Class A "3 mm over 3 metres" for large industrial flat work to Class B "6 mm over 3 metres" in accordance with AS 3600 & AS 3610 requirements. Where concrete substrates flatness tolerance exceeds these, alteration grinding improving slab surface flatness can be undertaken on a time and cost plus basis.

Disclaimer

1. The quality of new and existing concrete substrate surfaces can have variables beyond our control. For example, the overall visual impact may consist of differentiation in surface colour, varied level of aggregate exposure, staining from building materials and equipment. The ideal design criteria may need to be altered where these circumstances arise.
2. In situations where work has commenced and the substrate is deemed to be either unsuitable or requires a change of process differing from the quotation, with consultation an alternative finish or process may be offered. Concrete substrate quality can vary and therefore may not be a suitable candidate for mechanical grinding / polishing processes as the integrity of the substrate is not known prior to commencement of works.
3. Concrete substrate is our background canvas. No responsibility for the concrete substrates quality related to concrete blend, place and finish techniques, shrinkage / plastic cracking, variation in aggregate exposure, flatness, shadow ghost lines from ceramic or vinyl tiles, slab surface colour variation from unknown / unidentifiable slab contamination and / or slab surface colour variation where direct stick floor coverings have been installed. Client is responsible to inform ULTIMATE FLOORS GROUP Pty Ltd of any known issues relating to previous or current moisture problems and or chemically cleaning soiled surface and or acid washing / etching.



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ACCEPTANCE & ENGAGEMENT:

Accepting this estimate / quote by any form, payment terms and conditions have therefore been accepted as described unless pre agreed written terms are in place.

DEFINITIONS

1.1 “Contractor” shall mean ULTIMATE FLOORS GROUP PtyLtd, its successors and assigns or any person acting on behalf of and with the authority of Ultimate Floors

1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Contractor to the Client.

1.3 “Guarantor” means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.

1.4 “Works” shall mean all Works performed by the Contractor for the Client, including any advice or recommendations (and where the context so permits shall include any supply of Materials as hereinafter defined, as described on the invoices, quotation, work authorisation or any other forms as provided by the Contractor to the Client.

1.5 “Materials” shall mean all Materials supplied by the Contractor which are required to complete the Works.

1.6 “Price” shall mean the cost of the Works as agreed between the Contractor and the Client in accordance with clause 4 of this contract.



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PRICE & PAYMENT

1. Price shall be either:
 - (a) as indicated on invoices provided in respect of Works performed; or
 - (b) the quoted Price which shall be binding upon ULTIMATE FLOORS GROUP Pty Ltd provided that the Client shall accept quotation in writing within the duration nominated in the quote estimate.
2. ULTIMATE FLOORS GROUP Pty Ltd reserves the right to change the Price in the event of a variation to the quotation. Any variation from the plan or specifications of scheduled Works (including, but not limited to, any as a result of additional work required due to unforeseen circumstances or as a result of increases to ULTIMATE FLOORS GROUP Pty Ltd in the cost of Materials and labour is subject to written confirmation, and will not be undertaken until both parties agree to the variation and associated costs, which will be charged for on the basis of the quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. It is acknowledged that any Works shall take precedence over any variation work.
3. At the ULTIMATE FLOORS GROUP Pty Ltd sole discretion:
 - (a) a deposit may be required; and/or
 - (b) payment for Materials shall be due:
 - (i) prior to commencement of the Works; or
 - (ii) on delivery of the Materials to the work site.
 - (c) detailed progress payment claims may be submitted
 - (i) at intervals not less than weekly for Works performed up to the date of the submitted claim; or
 - (ii) in accordance with the Contractor's specified payment schedule; and such payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed.
4. Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.



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DEFECTS, ERRORS & OMISSIONS

1. The Client shall inspect the Works on completion and shall within Five (5) days of such time (being of the essence) notify ULTIMATE FLOORS GROUP Pty Ltd of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote.

INTELLECTUAL PROPERTY

1. Where the ULTIMATE FLOORS GROUP Pty Ltd has designed, drawn or written plans, written specifications or a schedule of Works for the Client, then the copyright in those designs, drawings, documents, plans and schedules shall remain vested in ULTIMATE FLOORS GROUP Pty Ltd, and shall only be used by the Client at the Contractor's discretion.

WARRANTY

1. For Materials not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Materials. The Contractor shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.

PAYMENT

1. At ULTIMATE FLOORS GROUP Pty Ltd discretion, if there are any disputes or claims for unpaid Works and Materials then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply.

2. Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.

PAYMENT DEFAULT & CONSEQUENCES

1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of three point nine five percent (3.95%) per month (and at the



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Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

2. In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Contractor.
3. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including legal costs on a solicitor and own client basis and the Contractor's collection agency costs.
4. If any account remains overdue after the due date nominated on invoices then an amount of the greater of one hundred and five dollars (\$105.00) per account past due administrated or ten percent (10%) of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

TITLE / OWNERSHIP

1. ULTIMATE FLOORS GROUP Pty Ltd and the Client agree that ownership of the Materials shall not pass until:
 - (a) the Client has paid all amounts owing to; and
 - (b) Client has met all of its other obligations to the Contractor.
2. Receipt by ULTIMATE FLOORS GROUP Pty Ltd of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
3. It is further agreed that:
 - (a) until ownership of the Materials passes to the Client, the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials on request.
 - (b) the Client holds the benefit of the Client's insurance of the Materials on trust and must pay to the proceeds of any insurance in the event of the Finishes / Materials being lost, damaged or destroyed.
 - (c) the production of these terms and conditions shall be sufficient evidence of rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the ULTIMATE FLOORS GROUP Pty Ltd to make further inquiries.