



Quality
ISO 9001
Lic. 24808
SAI GLOBAL

R01-16
V: 02
04/2012

NSW Licence No 85939C
QLD Licence No 703589
SA License No 158566



Stops Leaking Showers Without Removing Tiles

Megasealed
Bathrooms Aust. Pty Ltd
Unit 5/133 Beauchamp Rd
Matraville NSW 2036

Tuesday, August 02, 2016

ATT: Elizabeth Bateman
O'Neill Strata Management
PO Box 887

Quotation No.
QUO-127800-M7F3M0

Strata / Purchase Order Number: 13385

BONDI JUNCTION 2022

Thank you for the opportunity to submit this quotation for your approval. Megasealed Bathrooms provide a unique solution which effectively seals leaking showers without the need to remove tiles. Megasealed Bathrooms is nationally ISO 9001 certified and has been established since 1996.

**Quote Inspection:
36/37 Paul Street BONDI JUNCTION 2022**

Upon inspection of the property it was found that there is water damage to the areas surrounding the ensuite shower area. It was noted that:

- the floor and first row of wall tiles has been very poorly retiled in the past
- the old mosaic tiles are still visible to the floor inside the shower area (appears the shower screen was never removed)
- the area could not have been waterproofed to standard due to this
- it is not possible to just 'seal' the area as this will fail

It is recommended that the floor and walls within the shower area be retiled, a new waterproof membrane applied and a Megasealed service be completed. Please refer to the scope of works for details of the process.

ITEM CODE	DESCRIPTION	PRICE INC. GST
TILEREPES	Tile Repair - Ensuite Shower	\$4,490.00
QUOTE TOTAL		\$4,490.00
Quoted by: Ryan Coates - 0403 090 036		

WARNING: THE CONTRACT PRICE MAY VARY IN ACCORDANCE WITH THE TERMS AND CONDITIONS. THE REASONS FOR POSSIBLE INCREASES INCLUDE VARIATIONS - QUOTE VALID FOR 30 DAYS

OWNER'S ACKNOWLEDGMENT

I acknowledge that

- Megasealed Bathrooms Aust. Pty Ltd has provided me with a copy of the CONSUMER GUIDE which I have read and understood.
- I have read the Checklist and Warnings that accompany this Quotation
- I have ensured that all relevant items on the Checklist are marked YES.
- This Quotation is subject to the attached Terms and Conditions ("Terms and Conditions")
- I have read the Terms and Conditions.
- I understand I must pay for the Work within 7 days of completion.
- I have provided Megasealed Bathrooms with all pertinent information that may affect the Work.

AUTHORISATION OF WORKS

I authorise Megasealed Bathrooms to proceed with the works specified in this Quotation subject to the Terms and Conditions

OWNER/AGENT: _____ OWNER'S/AGENT'S SIGNATURE: _____

AUTHORITY (if applicable) _____ DATED: _____

Note: Where the owner is a company or partnership or the contract is to be signed by an authorised agent of the owner, the capacity of the person signing the contract, eg director must be inserted.

COMPANY: MEGASEALED BATHROOMS AUST.PTY LTD

REPRESENTATIVE: _____ SIGNATURE: _____

AUTHORITY: _____ DATED: _____

PLEASE FAX OR EMAIL SIGNED QUOTE (ALL PAGES) TO YOUR LOCAL OFFICE

NEW SOUTH WALES
Sydney Head Office
Unit 5, 133 Beauchamp Rd
Matraville NSW 2036
Tel: 1300 658 007
Fax: 02 9289 3655
nsw@megasealed.com.au

ACT
Canberra
GPO Box 685
Canberra ACT 2601
Tel: 1300 658 007
Fax: 02 6262 6100
act@megasealed.com.au

QUEENSLAND
Brisbane
Unit 1, 37 Mortimer Rd
Acacia Ridge QLD 4110
Tel: 1300 658 007
Fax: 07 3216 6526
qld@megasealed.com.au

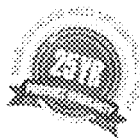
SOUTH AUSTRALIA
Adelaide
3/900 South Road
Edwardstown SA 5039
Tel: 1300 658 007
Fax: 08 8371 3500
sa@megasealed.com.au

VICTORIA
Melbourne
346 Darebin Rd
Fairfield VIC 3078
Tel: 1300 658 007
Fax: 03 9499 3977
vic@megasealed.com.au

WESTERN AUSTRALIA
Perth
Unit 2/71 Truganina Rd
Malaga WA 6090
Tel: 1300 658 007
Fax: 08 9248 2700
wa@megasealed.com.au

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25th Anniversary



Stops Leaking Showers Without Removing Tiles

Megasealed
Bathrooms Aest. Pty Ltd
Unit 2/71 Truganina Rd
Malaga WA 6090

**Scope of works to be carried out at:
36/37 Paul Street BONDJ JUNCTION 2022**

Scope of works for tile repair - retile shower floor and 4 walls, waterproof and seal - Ensuite Shower.

- remove shower screen, shower screen may need to be replaced due to age and condition
- remove tiles to floor and 4 walls
- remove cement bed
- apply 2 coats of waterproofing as well as bond breaked to perimeter joints
- re-screed cement bed
- supply and fit new 100 x 100mm white floor tiles and white 150 x 150mm wall tiles
- apply white Megasealed product to perimeter and wall to wall joints
- apply light grey Megagrout to floor joints
- apply white grout to wall joints
- supply and install new metal floor waste
- re-fit shower screen if possible

Should you wish to discuss any aspect of this quote, please do not hesitate to contact me. If you wish to proceed, please sign and date in the space provided and fax all pages back to us on 02 9289 3655 or email nsw@megasealed.com.au.

Regards,
Ryan Coates
NSW South Sales Manager
Mb: 0403 090 036
Ph:
Fax: 02 9289 3655

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25th



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Check list for owners entering building contracts

- 1) Does the contractor hold a current contractor licence? Yes ☐ No ☐
- 2) Does the licence cover the type of work included in the contract? Yes ☐ No ☐
- 3) Is the name and number on the contractor's licence the same as on the contract? Yes ☐ No ☐
- 4) Is the work to be undertaken covered in the contract, drawings or specification? Yes ☐ No ☐
- 5) Does the contract clearly state a contract price or contain a warning that the contract price is not known? Yes ☐ No ☐
- 6) If the contract price may be varied is there a warning and an explanation about how it may be varied? Yes ☐ No ☐
- 7) Are you aware of the cooling off provisions relating to the contract? Yes ☐ No ☐
- 8) Is the deposit within the legal limit? The limit is 10% for work costing \$20,000 or less or 5% for work costing more than \$20,000. Yes ☐ No ☐
- 9) Is the procedure for variations understood? Yes ☐ No ☐
- 10) Are you aware of who is to obtain any council or other approval for the work? Yes ☐ No ☐
- 11) Do you understand that the contractor must have a policy of home warranty insurance under the *Home Building Act 1989* and provide you with a certificate of insurance before receiving any money under the contract (including a deposit) or before doing any work for more than 20,000? Yes ☐ No ☐
- 12) Has the contractor given you a document that explains the operation of the *Home Building Act 1989* and the procedures for the resolution of contract and insurance disputes? Yes ☐ No ☐

Signed copy of contract

Under the *Home Building Act 1989* a signed copy of the contract must be given to the owner within 5 clear business days after the contract is entered into.

Both the contractor and the owner should retain an identical signed copy of this contract including the plans, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the contract.

Home warranty insurance

If the builder or tradesperson does not have home warranty insurance where the contracted work is valued over \$20,000 (including the cost of materials supplied by the contractor), they are committing an offence under the *Home Building Act 1989*. They also commit an offence if they demand or receive payment before providing the insurance certificate.

Signatures

Do not sign this contract unless you have read and understand the clauses as well as the notes and explanations contained in this document.

If you have answered "no" to any question in the checklist, you may not be ready to sign the contract.

The Owner has a right to cancel this contract within five business days of signing the contract for jobs over \$20,000



1. DEFINITIONS*

1.1. In this Contract a reference to a clause means a clause of this Contract unless otherwise stated.

2. QUALITY OF CONSTRUCTION

2.1. All Work done under this Contract will comply with the Building Code of Australia to the extent required under the relevant state legislation*.

3. PLANS AND WORK

3.1. The Plan and specifications for work to be done under this Contract, including any variations are taken to form part of this Contract*.

4. PLUMBING AND PAINTING

4.1. The Price does not include the cost of plumbing whether to drainage or otherwise and the Owner must contact a plumber for any plumbing issues that may be associated with the Work.

4.2. Megasealed Bathrooms will not carry out any painting or decorating whatsoever in relation to the Work.

5. LATENT DEFECTS, MOVEMENT AND HEALTH AND SAFETY

5.1. Subject to the relevant Statutory Warranties Megasealed Bathrooms shall not be liable for any damage to framework, structure or tiles, faults, defects, deterioration or wear and tear in relation to the Work that were not visible or apparent at the initial inspection on Site by Megasealed Bathrooms (**Latent Defects**) but have appeared and/or deteriorated since the date of the inspection.*

6. PAYMENT BY THE OWNER

6.1. The Owner must pay the Price due to Megasealed Bathrooms on the Completion Date unless stated otherwise in the Quotation*.

7. TIME FOR COMPLETION

7.1. Subject to clause 7.2 Megasealed Bathrooms will complete the Work within a reasonable time*.

8. VARIATION

8.1. The Work may be varied by agreement between the Owner and Megasealed Bathrooms*.

9. STATUTORY WARRANTIES

9.1. All work provided by Megaseald Bathrooms complies with the relevant statutory warranties, applicable in the State where the work is performed*.

10. ACCESS

10.1. The Owner must provide access for any Representative to carry out the Work as required during Work hours allowed by relevant statutory authorities.
10.2. The Owner must remove any personal property likely to impede the Work.
10.3. Unless a minimum of 24 hours notice is given to Megasealed Bathrooms and where a Representative cannot access the Site or is unable to proceed with the Work for any reason an additional \$55.00 (including GST) call out charge will be payable by the Owner to Megasealed Bathrooms.

11. CLEANING UP

11.1. On completion of the Work, Megasealed Bathrooms must remove from the Site all of its tools and equipment and dispose of all rubbish, excavated material, vegetation, demolished or dismantled structures and surplus material relating to the Work.

12. INSURANCE FOR WORK AND PERSONAL INJURY

12.1. Megasealed Bathrooms maintains all compulsory insurances to cover its various liabilities prior to commencing any Work under this Contract or is given access to the Site*.
12.2. Where required by law, Megasealed Bathrooms will obtain Home Warranty Insurance or equivalent cover for the Work and provide a certificate copy to the Owner*.

13. INDEMNITY IN FAVOUR OF OWNER

13.1. Subject to clause 13.2 Megasealed Bathrooms will indemnify the Owner against any loss or liability for death, personal injury or property damage arising out of the Work, except to the extent that the Owner or an employee, agent or subcontractor of the Owner contributed to the loss or liability*.

14. DAMAGE TO PROPERTY

14.1. The Owner must remove any furniture or personal goods from the Site and its immediate vicinity to minimise the risk of damage.
14.2. Megasealed Bathrooms warrants that it will take all reasonable care when removing grout on floor and wall joints.*

15. MISREPRESENTATION

15.1. If the Owner or its employees, agents or contractors makes any misrepresentation to Megasealed Bathrooms that causes additional work, such additional Work will be a deemed Variation and added to the Price. Megasealed Bathrooms may, at its discretion, refuse to carry out such additional Work.

16. PRODUCT WARRANTY

16.1. Subject to the relevant statutory warranties, Megasealed Bathrooms shall not be liable for a claim by an Owner under a Product Warranty.*

17. ENTIRE CONTRACT aREPRESENTATIONS

17.1. This contract together with any documents signed, dated and attached to it constitutes the entire contract between Megasealed and the Owner. It supersedes all previous understandings, agreements or representations between Megasealed and the Owner whether in writing or otherwise.

17.2. Megasealed and the Owner acknowledge that no other statements, representations, inducements, promises or agreements made orally or otherwise, by either of them are to be relied upon or binding*.

18. NOTICE OF CLAIM

18.1. The Owner must notify Megasealed Bathrooms in writing within 10 business days after becoming aware of any matter that may give rise to a claim under this Contract and set out details of the claim.

18.2. If the Owner serves such a notice Megasealed Bathrooms will within 14 days of receipt of the notice respond to the Owner and request a date and time to inspect the Work on Site*.

19. TERMINATION OF CONTRACT

19.1. If Megasealed Bathrooms:

- 19.1.1. goes into liquidation, administration or is otherwise without full capacity;
- 19.1.2. fails to complete the Work within a reasonable time;
- 19.1.3. fails to remedy defective Work or replace faulty or unsuitable materials or Products as provided in this Contract; or
- 19.1.4. otherwise breaches a term of this Contract. The Owner may, where such default can be remedied, issue a written notice requiring Megasealed Bathrooms to remedy the default within 10 business days or within such other reasonable period as may be agreed.
- 19.1.5. If the default is not remedied within 10 business days or such other reasonable period as may be agreed, or is not capable of being remedied, the Owner may terminate this Contract by written notice to Megasealed Bathrooms*.

19.2. If the Owner:

- 19.2.1. fails to make any payment due under this Contract; or
- 19.2.2. denies access to the Site to Megasealed Bathrooms to prevent the Work from proceeding; or
- 19.2.3. otherwise breaches a term of this Contract Megasealed Bathrooms may issue a written notice requiring the Owner to remedy the default within 10 business days of receipt of the notice by the Owner.
- 19.2.4. If the default is not remedied within 10 business days Megasealed Bathrooms may terminate this Contract by written notice to the Owner.*

20. AUTHORITY

20.1. The Owner's agent, employee or contractor who signs this Contract on behalf of the Owner ("Owner's Signatory") warrants that it, he or she has authority to enter into this Contract on behalf of the Owner*.

21. DISPUTES

21.1. If a party considers a dispute has arisen in relation to any matter covered by this Contract, that party must promptly give the other party written notice of the items in dispute*.

22. NOTICES

22.1. Any written notice required to be given by this Contract or under the cooling off provision under the relevant legislation (if applicable) may be served by:

- 22.1.1. giving it to the party in person;
- 22.1.2. leaving it at the party's address shown in this Contract; or
- 22.1.3. sending it by registered post to the party's address shown in this Contract.

23. SEVERABILITY

23.1. Any provision of this Contract which is illegal, void or rendered unenforceable shall be severable from this Contract so that the legality, validity or enforceability of the remaining provisions of this Contract shall not be affected.

24. GOVERNING LAW AND JURISDICTION

24.1. This Contract is governed by the laws of the State in which the Work is carried out by Megasealed Bathrooms.
24.2. Each party irrevocably submits to the jurisdiction of the courts of that State.

25. AUSTRALIAN CONSUMER LAW

25.1. Despite anything to the contrary in this Contract:

- 25.1.1. this Contract is subject to the provisions of the Australian Consumer Law and the Australian Consumer Law prevails to the extent of any inconsistency*.

NOTE: To view a full copy of the complete Terms &

Conditions of this contract see our website:

<http://www.megasealed.com.au/about-us/terms-and-conditions>