

LG Painting Services PTY-LTD
***LIC NO.294751C**
***Phone: 0416608482**
Email: lg.paintingservices@yahoo.com
Term and Conditions of Contract

The contractor is entitled to reasonable extensions of time if the case of delays of the work is beyond the contractor and the owners control. The contractor and the owner must take all responsible steps to minimize delays to the work. If extension of time claimed, the contractor must notify the owner in writing of the extra time required and the cause of delays. A 10% deposit is required for work -prior to commencement of the work.

The work is to be performed and the material to be used may be varied and the contract price adjust according ONLY if agreement to variation is recorded in writing and signed and dated by the owner and contractor. Any consequent variation in the agreed completion date must also be signed by both the owner and the contractor. Unless specified otherwise below, the purpose of the work is to decorate/protect the underlying surface from exposure/weathering for a period as long as can be reasonably expected for works of the nature described in this contract in circumstances such as apply at the site of the works. Progress payment will be required for all work exceeding \$5000 and every \$5000 there-after.

The contractor will work in workman like manner complying with the requirements of relevant regulatory authorities. All materials and component supplies will be of a quality fit for the purpose intended and unless specified, new.

The contractor will have current insurance cover for an amount not less than \$20 million for public liability to cover third parties for death or personal injury or damages to property. If requested the contractor will provide the owner with proof of currency of such insurance. The contractor will also have employer's liability and worker's compensation insurance covering all employees. If requested the contractor will provide the owner proof of currency such as insurances. If the total contract price is \$20,000, or greater, the contractor will attach to this contract a copy of a certificate of insurance covering the contractors warranty obligations in respect to defective or incompetent work as required by terms of the HOME Building Act...

The contractor will make good any loss or damages to work or property of the owner caused by the contractor or the contractor's employees, agent or subcontractor. The owner must remove any furniture or personal goods from vicinity of the work to minimize the risk of damage.

The owner must give the contractor, the contractor's employees or subcontractors access to the site of work to carry out the during all hours allowed by relevant statutory authorities. The owner must not impede on the contractor' work. **Furniture removal I not the responsibility of the contractor. Where necessary the contractor will assist the owner or work under the owner's direction to move furniture to obtain access to areas requiring painting. Any damage to the floors or furniture will be responsibility of the owner.**

The use of dark colours such as Mission Brown, Olive green, etc. may cause multi-coat blistering when used on exterior surfaces and the contractor specifically draws the client's attention to this as being beyond the control of contractor

It is a term of this contract that work shall not including removal of previously applied paint undercoating or any other surface unless this is specifically requested by the client and allowed for the quotation and specification and the contract is therefore to improve the final finish of premises by a further application of coating of paint. The customer accept that the final finish may be affected by variable factors beyond the control of the contractor including moisture content, building movement, changes in temperature, age and condition of the building, age and condition of previously applied paint or other surfaces or pervious application of paint or other material to the surfaces not apparent on inspection or otherwise disclosed to company

N.B: The contractor has not tested for presence of lead in the existing paint works and has not quoted for its removal in accordance with the requirement of AS 4361.2. Should lead be recognized by the owner and contractor requiring its removal or stabilization in accordance with Australian Stranded, this cost will be BOM by the owner as variation to the contract.

All quotations are based on minimum of two (2) colours or finishes per room and two (2) colours or finishes on exteriors. The contractor will remove all the rubbish and surplus material from the site. Demolished surplus materials will property of the contractor unless otherwise specified in description of work.

The contractor will promptly and at the contractor's expense make good any omissions or defects in the work or materials which become apparent to the owner within thirteen (13) weeks of date the work is completed and which the owner notified the contractor in writing within the thirteen (13) week period. If the owner becomes bankrupt, goes liquidation, fails to make a due payment or denies the contractor access to the site to carry out the work then the owner will have considered in default and contractor may issue a notice in writing demanding the owner to remedy the default within ten (10) days. If the default is not reminded the contractor may give written notice that the contract was terminated.

If contractor or the owner considers that dispute exists about any matter covered by this contract, then either must give to other written notice of the matters disputed. Within five (5) days of such notice being given both parties should they fail to resolve the dispute at that meeting to agree on method such as medication expert determination or arbitration by which the dispute is resolve. Nothing in this clause denied the right of either party to have the dispute dealt with under the terms of the Home Building Act.

The contractor warrants that:

- The work will be performed in a workman like manner in accordance with the description of the work as detailed in contract
- All material sullied by the contractor will be suitable for the purpose for which they are used and unless otherwise specified will be new:
- The work will be done in accordance with the Home Building Act and all relevance laws:
- The work will be done with due diligence and within the time stipulate in contract or if no time is stipulate within a responsible time:
- The work will result to the extent the work is conducted in dwelling reasonably fit for occupation as a dwelling:
- The work and the materials used will be responsibly fit for the purpose of the work.

The contractors warranty insurance does not provide for claims in respect of circumstance detail in regulation 37 (a) to (i) of the Home Building Act and including:

- Fair wear tear;
- Failure by the owner to property maintain the finished surface;
- The consequences of specification supplied by the owner or owner's agent provided that before commencing the work has notified the owner in writing of such likely consequence's,
- After the expiry of any period of the manufactures warranty on any materials supplied or applied.

Date: _____ QUOTE# _____ Amount: _____

Owner Name: _____ Owner Signature: _____

Signature of LG Painting Services PTY-LTD: _____