

# EastWest Home and Property Maintenance

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## **STANDARD TERMS & CONDITIONS**

### *1. Payment Terms:*

- Payment is due in full within 7 days of the invoice date unless otherwise agreed in writing.
- Accepted payment methods: Bank transfer, Eftpos, Card, Cash
- Late payment may incur an administration fee and/or interest at the maximum rate permitted by law.
- Any costs incurred in recovering unpaid amounts will be payable by the client.
- By providing a payment method and authorising a transaction, the customer agrees that EastWest Home and Property Maintenance may securely store the card details via our payment processor (Stripe) for future transactions, including but not limited to recurring services, follow-up visits, or outstanding balances.
- Card Details are not stored by EastWest Home and Property Maintenance directly, but are encrypted and securely held by Stripe, a PCI-DSS compliant payment platform.
- Customers will be notified prior to any recurring or scheduled charge unless otherwise agreed in writing. Customers may request the removal of their saved payment method at any time by contacting us directly.
- EastWest Home and Property Maintenance maintains the right to postpone or suspend work if payment is overdue or site conditions are unsafe.

### *2. Progress Payments and Deposits*

- For services where material acquisition is required (Fencing, retaining walls) a deposit of up to 50% may be required before commencement. Material orders will not be placed until deposit is received in full. Ownership of materials remains with EastWest Home and Property Maintenance until all outstanding balances are paid.

- If applicable, progress payments may be required at agreed stages of completion, details regarding these progress payments will be clearly displayed and agreed to in writing before work commences.

### 3. *Cancellations & Rescheduling:*

- Please provide at least 24 hours' notice if you wish to cancel or reschedule.
- Cancellations within 24 hours of the scheduled appointment may incur a cancellation fee of up to 50% of the quoted job total, at the business's discretion.
- Deposits (if any) are non-refundable if the work is cancelled within 24 hours of the booking.

### 4. *Quotes & Scope of Work:*

- Quotes provided by EastWest Home and Property Maintenance are valid for 14 days from the issue date unless otherwise stated.
- The quote includes only the services listed. Any additional work requested will be treated as a variation and quoted separately. These variations must be agreed to in writing before work commences. Variations may affect both price and project completion time.
- Variations will be charged at our standard hourly rate plus materials + margin unless otherwise agreed in writing.
- When services are charged hourly, any stated hours are estimated only. The final invoice will reflect the actual hours worked.

### 5. *Acceptance:*

- Acceptance of a quote by email reply or signed approval forms a binding agreement to proceed under these Terms & Conditions.
- By accepting a quote or booking a service, you confirm you have read and agree to these Terms & Conditions.

### 6. *Access & Site Conditions:*

- The client must ensure our team has safe, reasonable access to the work area. This includes clear pathways, unlocked gates, and safe surfaces.
- The customer agrees to provide clear and unobstructed access to all windows scheduled for cleaning, both internally and externally. This includes removing furniture, blinds, curtains, or other obstacles that may block internal access.
- The client must advise us of any unknown hazards (e.g. asbestos, unstable structures, aggressive pets).

- Pets must be secured during service visits.
- Additional charges may apply if access is restricted, requiring extra visits or rescheduling.
- Where works are conducted adjacent to public footpaths or roads, the client acknowledges that temporary access restrictions may apply.
- Additional charges may apply if traffic control, permits, or council approvals are required.

#### 7. *Liability:*

- EastWest Home and Property will always take reasonable care and skill when performing all services on your property.
- We are not responsible for any damage or defects that existed before our work commenced, or for damage that results from pre-existing conditions (such as fragile plants, poor soil, blocked gutters, or damaged windows).
- While reasonable care is taken to protect your plants, lawns, garden beds, and surrounding property during works, we do not accept liability for accidental damage to plants, turf, or landscaping that may occur as a normal risk of lawn care, garden maintenance, or pressure washing.
- When performing services such as pressure washing, window cleaning, or chemical treatments, we are not liable for damage to surfaces that may be worn, poorly maintained, or unsuitable for the service (including paint, timber, grout, or sealants).
- To the extent permitted by law, EastWest Home and Property is not liable for any indirect or consequential loss, loss of profit, or damage that may arise from our services.
- If you believe any damage has occurred because of our services, you must notify us in writing within [48 hours] of the work being completed.
- The liability of EastWest Home and Property Maintenance is limited to the total amount paid under this contract.

#### 8. *Weather, Delays, & Force Majeure:*

- We may postpone work if conditions are unsafe or unsuitable (e.g. severe weather).
- We are not liable for delays caused by events outside our control. This includes but is not limited to delays in material delivery, council approvals (if applicable), engineering signs-offs/drawings.

#### 9. *Privacy & Marketing:*

- Any personal information you provide will be kept confidential and used only for providing services to you.

- We may take before-and-after photos of completed work for record-keeping and marketing purposes.
- We will never share identifiable details such as your address without your permission.

#### *10. Disputes:*

- If you have any concerns about our work, please contact us in writing within 48 hours of the service.
- We aim to resolve all disputes fairly and promptly. If necessary, both parties agree to attempt to resolve any dispute through negotiation or mediation before pursuing further action.
- This warranty does not cover: Natural timber movement, storm damage, impact damage, ground movement, lack of drainage, misuse or modification by others.

#### *11. Workmanship Warranty*

- EastWest Home and Property Maintenance warrants that all workmanship in the installation of fences and related services will be free from defects for a period of **12 months** from the date of practical completion.
- This warranty covers defects arising **directly from the workmanship** of EastWest Home and Property Maintenance. This includes incorrect installation, poor alignment, or failure of joints caused by installation error.
- **This Warranty does not Cover:** Natural Movement, warping, splitting, twisting, or shrinking of timber. Colour variations, surface cracking, or minor imperfections in timber and steel materials. Damage caused by third parties, acts of nature (storms, floods, fire), or vandalism. Damage caused by failure to maintain fence as recommended.
- **To make a warranty claim, the client must:** Notify EastWest Home and Property Maintenance in writing within 7 days of noticing the defect. Provide reasonable access for inspection. Not undertake any repair themselves without prior written consent.
- At EastWest Home and Property Maintenance's discretion, valid claims will be remedied by: repair of defective workmanship, or reinstallation of affected components.
- This warranty is limited to the workmanship of EastWest Home and Property Maintenance and does not extend to consequential loss, incidental damages, or third party claims.

#### *12. Licensing and Monetary Limits*

- EastWest Home and Property Maintenance operates within the monetary limits permitted under applicable Queensland legislation and QBCC requirements.
- Any works exceeding the applicable threshold (\$3,299, Materials + Labour), **will not proceed.**

### *13. Underground Services and Dial Before you Dig*

- EastWest Home and Property Maintenance will obtain plans from Before you Dig Australia prior to the excavation. The client acknowledges that underground service locations provided by utility providers may be incomplete or inaccurate.
- Where underground services are not reasonably identifiable from plans or site inspection, the client accepts responsibility for the cost of repair to any unidentified services damaged during excavation.

### *14. Boundary Lines & Surveying*

- If fence lines, boundary markers, and property lines are identified before work commences, the client warrants that these are correct.
- All fees regarding Surveying are payable by the client.
- EastWest Home and Property Maintenance is not responsible for verifying legal boundary positions unless a licensed survey is provided.
- Any civil disputes that arise from boundary positioning is the sole responsibility of the client.

### *15. Material Variations, Natural Product, & Existing Structures*

- Timber is a natural product and may contain knots, cracks, warping, twisting, splitting, and colour variation. Movement, shrinkage, expansion, and surface checking may also occur after installation due to weather exposure and environmental conditions.
- These characteristics are natural properties of timber and do not affect the structural integrity or intended function of the product.
- Colourbond and other steel products may also exhibit minor variations in shade or finish between manufacturing batches.
- Where materials supplied or installed fail prematurely or do not perform as reasonably expected, repair or replacement may be considered in accordance with the consumer guarantees under the Australian Consumer Law.
- EastWest Home and Property Maintenance is not responsible for structural failure of existing infrastructure unless explicitly included in writing.

### *16. Ground Conditions and Excavation*

- Quoting of post footing excavation and excavation for concreting works is based off, to be expected, soil conditions.
- In the event that there is rock, concrete footings, tree roots, debris, or hard ground outside what would normally be expected, variations in pricing may apply.
- Rock excavation, jackhammering, or additional labour required due to unforeseen ground conditions will be treated as a variation.

#### *17. Neighbour Approvals*

- Where fencing is located on a boundary, it is the client's responsibility to obtain neighbour consent and cost-sharing agreements prior to works.
- EastWest Home and Property Maintenance is not responsible for disputes regarding fence height, style, position, or contribution.

#### *18. Governing Law:*

- These Terms & Conditions are governed by the laws of Queensland, Australia.