

ACCEPTANCE OF WORKS AND TERMS OF TRADE



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Definitions

- 1a**~"Hammer & Grind" shall mean any person acting on behalf of and with the authority of Hammer & Grind Pty Ltd.
1b~"Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer
1c~"Services" shall mean all Services performed by Hammer & Grind to the Customer as describe on the invoices, quotation, work authorisation or any other forms provided by Hammer & Grind to the Customer
1d~"Price" shall mean the Price payable for the Services as agreed between Hammer & Grind and the Customer

Acceptance

- 2a**~ Any instructions received by Hammer & Grind from the Customer for the performance of the Services to be provided shall constitute acceptance of the terms and conditions contained herein.
2b~ Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of Hammer & Grind. The Customer shall be liable for any loss incurred by Hammer & Grind as a result of the Customer's failure to comply with this clause.

Price and Payments

- 3a**~Terms are Payment on completion of services provided; unless prior arrangements have been approved by Hammer & Grind
3b~ a non-refundable deposit may be required.
3c~ Time for payment for the Services 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.
3d~ Payments will be made by cash, by E.F.T, or by any other method agreed to between the Customer and Hammer & Grind where EFTPOS is made available a service charge of 2% will be payable by the customer
3e~ GST and other taxes that may be applicable are expressly included in the Price.
3f~ When Hammer & Grind provide a quote over the telephone or internet without viewing the site, we assume that you have accurately measured the area to be removed. If your measurements are inaccurate, additional costs may be incurred.
3g~All pricing structures will be reviewed annually at financial year end, during the year prices may change without notice

Services Provided

- 4a**~ The Customer acknowledges that Hammer & Grind is unable to ascertain the quality of the sub-floor or base underneath the flooring pertaining to the Services. In the event Hammer & Grind finds that there is more than one layer of flooring to be removed, the original price may vary
4b~If Hazardous materials are found work will cease the area will be cornered off, the customer will need to take appropriate measures to resolve the issue at their own cost. AS the work will not be completed by Hammer & Grind the customer will be charged a rate of \$50.00 per hour per worker for time already spent on site payable immediately.
4c~ The act of stripping the flooring may cause damage to the base, the sub-floor or the render, where that sub-floor or render is inadequate for any reason. Hammer & Grind may need to cease work until certain other works or repairs are carried out. Hammer & Grind will not be liable for the cost of such repairs or additional works, or for any damage that is caused to the sub-floor as a result of inadequacies of any kind in the sub-floor.
4d~ Whilst we recommend that you remove all skirting boards, if you decide not to, we cannot guarantee that chips or gouges will not occur due to the explosive nature of the task. We take all reasonable care to prevent damage to all areas; however, repairs will be carried out at your own expense.
4e~ The Customer must ensure Hammer & Grind has free access to the work area and that all items are removed from the work area. Hammer & Grind will take all reasonable care but will not be liable for damage to any items left in or near the work area.
4f~ Stripping floors usually produces substantial amounts of dust. Hammer & Grind uses dust minimizing techniques wherever reasonably possible and take care to vacuum and dust the work area at the completion of work. Despite this, Hammer & Grind cannot eliminate dust completely and it is the Customer's responsibility to protect and clean areas outside the work area, as necessary.
4g~ Stripping floors also involves substantial noise and vibration. Hammer & Grind recommend that surrounding neighbours are notified, especially where the site is located in an apartment complex. In some commercial premises, it is recommended that floors be stripped after hours, to minimise the risk of complaints from neighbouring retailers.
4h~ Grinding including but not limited to Diamond and PCD is limited in reaching close to edges and corners all reasonable efforts will be made to grind as close as possible
4i~ Customer to provide adequate 240V power
4j~ Hammer & Grind shall not be liable for any loss or damage due to failure by Hammer & Grind to supply the Services promptly or at all, due to circumstances beyond the control of Hammer & Grind
4k~Hammer & Grind will not be held responsible for any damage to pipes or cables found in the direct work area. All reasonable care will be taken though we will not be liable for costs of repairs

Defects

- 5a**~ The Customer shall inspect the Services on completion and shall within 48 Hours of completion notify Hammer & Grind of any alleged defect, damage or failure to comply with the description or quotation. The Customer shall afford Hammer & Grind an opportunity to inspect the Services within a reasonable time. If the Customer shall fail to comply with these provisions the Services shall be presumed to be free from any defect or damage

I/WE _____ OF _____

Accept the "TERMS OF TRADE" of HAMMER & GRIND PTY LTD
as stated above.

SIGNATURE _____ DATE _____