
Illawarra Handyman - Terms and Conditions

Illawarra Handyman Group Pty Ltd | ABN 75 670 102 119 | Carpentry Licence 451424C | Electrical Licence 338916C
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1. About these terms

These Terms and Conditions (**Terms**) apply to every quote, booking and job carried out by Illawarra Handyman Group Pty Ltd ABN 75 670 102 119, trading as Illawarra Handyman (**we, us, our**) for the customer named on the quote or booking (**you, your**).

By accepting a quote (online, in writing, by paying a deposit or by allowing us to start work) you agree to these Terms. If a quote or written contract says something different, the quote or contract applies for that job.

Nothing in these Terms excludes, restricts or modifies any right you have under the Australian Consumer Law or the Home Building Act 1989 (NSW) that cannot lawfully be excluded.

2. Quotes and acceptance

Quotes are valid for **30 days** from the date issued unless the quote says otherwise.

A quote is prepared from the information, photos, measurements and site conditions available to us at the time. It covers only the work described in it. Anything not listed is excluded.

Where a price cannot be fixed at quote stage we will show it as a **provisional sum** or mark it **TBC**. We will confirm these items with you before purchase or before the related work starts.

Where a combined-booking discount is shown, it applies only if all the listed jobs are booked together and completed in the one visit.

3. Pricing and GST

Prices on quotes and invoices are shown exclusive of GST with GST added and itemised separately, unless the document states that amounts are tax inclusive.

Hourly work is charged at the rates shown on the quote. Our minimum charge for any attendance is the **call-out fee of \$120 plus GST**.

Materials are priced at our supplier's current pricing at the time of quoting. If a supplier price changes before we purchase a TBC or provisional-sum item, we will tell you the revised price before proceeding.

4. Deposits and payment

Jobs under \$5,000 (including GST): a **50% deposit** is payable on booking and secures your date and materials. The balance is invoiced on completion and is due within **7 days** of the invoice date.

Jobs of \$5,000 or more: NSW law requires a written contract. The deposit is capped at **10%** of the contract price and any progress payments will be set out in the contract. Jobs of \$20,000 or more also require Home Building Compensation insurance, which we will arrange and show on the contract before work starts.

Payment can be made by bank transfer to the account shown on the invoice, or by card through the link on the invoice. Please use the invoice number as the payment reference.

If an invoice is overdue we may suspend further work, and we may recover any reasonable costs of collecting the debt. We do not charge penalty interest.

5. Variations and unforeseen conditions

If we find conditions that differ from what was quoted (for example rot, termite damage, asbestos-containing material, water damage, non-compliant earlier work, or hidden services), we will **stop and tell you** before doing any extra work.

Any change to the scope, materials or price (a **variation**) must be agreed by both of us in writing before it proceeds. Email or text message is fine. Variations are priced at the rates on the quote.

If something must be done immediately to make the site safe, we may take that action and will tell you as soon as practicable.

6. Materials

We supply the materials described in the quote. Where an item is unavailable we may substitute an equivalent of the same or better quality and will tell you if the substitute changes the price or appearance.

If you supply your own materials, we install them at your risk. Our workmanship guarantee does not cover the materials themselves, and any time lost because of faulty, missing or unsuitable customer-supplied materials is chargeable at our hourly rate.

Surplus materials we have supplied remain our property unless you have paid for them and asked to keep them.

7. Site access and your responsibilities

You will give us safe and clear access to the work area on the agreed date, with electricity and water available, and reasonable parking nearby. Please clear furniture and belongings from the work area, and keep children and pets away while we are working.

Please tell us before we start about anything you know of that could affect the work, such as asbestos, structural issues, the location of underground or in-wall services, or earlier defective work.

You are responsible for any council, strata, landlord or owner approvals the work needs. If you are a tenant, you confirm you have the owner's consent.

8. Scheduling, delays and cancellation

Start and finish dates are estimates made in good faith. Weather, supplier delays, unforeseen conditions or variations may change them. We will keep you informed.

If you cancel or postpone with less than **24 hours' notice**, or we cannot get access on arrival, our call-out fee of \$120 plus GST applies. Any materials already purchased for your job are payable if they cannot be returned.

If a job is cancelled after the deposit is paid, we will refund the deposit less the cost of any non-returnable materials and any work already done.

9. Licensing and the work we do not do

We hold NSW Carpentry Licence **451424C** and Electrical Licence **338916C**. Electrical work is carried out under the electrical licence, to AS/NZS 3000, with a Certificate of Compliance for Electrical Work issued where required.

We do not carry out plumbing, gas fitting or roof plumbing. Where a job needs those trades we will refer you to a licensed tradesperson, and you contract with them directly.

Wet-area waterproofing is carried out only by a licensed waterproofer to AS 3740. We will not perform any work that requires a licence we do not hold.

10. Workmanship guarantee and statutory warranties

We guarantee our workmanship for **12 months** from completion. If a defect in our workmanship appears in that time, tell us and we will repair it at no charge.

For residential building work, the statutory warranties in section 18B of the Home Building Act 1989 (NSW) also apply: work is done with due care and skill, in accordance with plans and specifications, using suitable materials, in compliance with the law, within the agreed time, and results in a dwelling reasonably fit for occupation. These warranties run for 6 years for major defects and 2 years for other defects, from completion.

Our goods and services also come with guarantees that cannot be excluded under the Australian Consumer Law.

Our guarantee does not cover fair wear and tear, misuse, damage caused by others, customer-supplied materials, pre-existing conditions we told you about, or work that has since been altered by someone else. Surfaces we did not prepare or paint, and existing structures we attach to, are excluded on the same basis.

11. Liability

We hold public liability insurance of \$20 million. To the extent permitted by law, our liability for any claim is limited to re-doing the work or refunding the amount paid for it, and we are not liable for loss of profit, rent or other indirect loss.

We are not responsible for damage to hidden pipes, cables or services that were not disclosed to us and could not reasonably have been detected, or for pre-existing defects in structures we work on.

12. Waste and clean-up

We leave the work area clean and tidy. Removal of building waste from site is included only where the quote says so; otherwise waste is bagged and left for your bins or for a skip you arrange.

13. Photos and marketing

We may photograph the work area before, during and after the job. We may use those photos on our website, Google Business Profile and social media to show examples of our work. We will not publish your name, street address or anything that identifies you or your property.

If you would prefer we did not photograph or publish your job, just tell us at any time and we will not.

14. Privacy

We collect only the personal information we need to quote, schedule, complete and invoice your job, and we handle it in line with the Privacy Act 1988 (Cth). We share it only with people who help us do the job, such as suppliers, subcontractors and our job-management and accounting software. We do not sell or give it to anyone else. Contact us to see or correct the information we hold about you.

15. Ownership of goods

Materials we supply remain our property until you have paid for them in full. Risk in the materials passes to you when they are delivered to or installed at your site.

16. Problems and disputes

If you are not happy with anything, please tell us as soon as possible and give us a fair chance to put it right. Most issues are sorted out with a phone call and a return visit.

If we cannot resolve it between us, either of us may contact NSW Fair Trading for assistance, and the matter may be taken to the NSW Civil and Administrative Tribunal. These Terms are governed by the laws of New South Wales.

Quick summary (the full Terms above apply): quotes valid 30 days - 50% deposit on booking for jobs under \$5,000, 10% cap and written contract for jobs \$5,000 and over - balance due 7 days from invoice - variations agreed in writing before extra work - 24 hours' notice to cancel or the \$120 call-out applies - 12-month workmanship guarantee plus your statutory rights - we may use job photos without identifying you, opt out any time.