

ALB HOMES PTY LTD

TERMS & CONDITIONS OF ENGAGEMENT

Domestic Building Works, Renovations, Maintenance & Repairs

These Terms & Conditions form part of every quotation, proposal, work order, invoice and agreement issued by **ALB Homes Pty Ltd (ABN 37 943 417 101)** ("ALB Homes", "we", "our" or "us").

By accepting a quotation, paying a deposit, issuing a purchase order, instructing ALB Homes to commence work or permitting work to commence, the Client agrees to be legally bound by these Terms and Conditions.

Where the Domestic Building Contracts Act 1995 (Vic), Australian Consumer Law or any other legislation provides rights that cannot legally be excluded, these Terms operate only to the extent permitted by law.

1. Definitions

Builder

Means **ALB Homes Pty Ltd**.

Client

Means the owner, purchaser, company, corporation or authorised representative engaging ALB Homes.

Works

Means all domestic building work, renovations, maintenance, repairs, carpentry, waterproofing, structural works, earthworks, demolition, remediation, excavation and associated services.

Variation

Means any alteration, addition, deletion or change to the agreed scope.

Practical Completion

Has the meaning generally adopted within the Victorian domestic building industry and means when the works are substantially complete and capable of being used for their intended purpose despite minor defects or omissions.

2. Quotations

All quotations are valid for **30 days** unless otherwise stated.

Quotations are prepared from information reasonably available at the time.

Quotations exclude any work not specifically described.

Any verbal discussions or assumptions do not form part of the contract.

3. Acceptance

A contract is formed when the Client:

- signs the quotation;
 - provides written acceptance;
 - pays a deposit;
 - issues a purchase order;
 - instructs ALB Homes to proceed.
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4. Scope of Works

ALB Homes shall carry out only those works described in the accepted quotation.

No additional work will be undertaken without instruction from the Client.

Any additional work requested constitutes a Variation.

5. Variations

Variations include but are not limited to:

- client requested changes;
- hidden defects;
- additional demolition;
- structural alterations;
- engineering requirements;
- council requirements;
- latent conditions;
- design changes;
- changes required by authorities.

Variations may increase:

- contract price;
- completion time.

Variations may be charged:

- at quoted rates;
- hourly rates;
- cost plus builder's margin.

6. Latent Conditions

Renovation work regularly exposes concealed conditions that could not reasonably have been identified before commencement.

Examples include:

- termite damage
- timber decay
- mould
- asbestos
- structural failure
- hidden plumbing leaks
- electrical defects
- concealed waterproofing failure
- movement in framing
- inadequate footings
- undocumented alterations

These conditions are outside the Builder's control.

Rectification constitutes a Variation.

7. Existing Buildings

The Client acknowledges that renovation work involves existing buildings.

Opening walls, floors and ceilings may reveal additional defects.

ALB Homes cannot reasonably identify all concealed defects before work commences.

8. Payment Terms

Unless otherwise agreed in writing:

Invoices are payable within **7 calendar days**.

Payments shall be made by:

- EFT
- Bank Transfer
- Approved payment methods.

Late payment constitutes a substantial breach of contract.

9. Deposits

Deposits shall comply with Victorian legislation where applicable.

For works not governed by statutory deposit limits, ALB Homes may request a reasonable deposit before commencement.

Materials specifically ordered for the Client may require payment in full before ordering.

10. Progress Payments

For projects extending beyond one week, progress claims may be issued.

Progress claims may be based upon:

- completed stages
- percentage complete
- labour performed
- materials supplied

Failure to pay a progress claim entitles ALB Homes to suspend works.

11. Suspension

ALB Homes may suspend works where:

- invoices remain unpaid;
- access is denied;
- unsafe conditions exist;
- weather prevents safe work;
- materials cannot reasonably be obtained.

Time lost due to suspension extends the completion date.

The Builder is not responsible for delay costs resulting from suspension.

12. Interest on Late Payments

Interest may be charged on overdue accounts at the rate prescribed under the **Penalty Interest Rates Act 1983 (Vic)**, or another rate agreed in writing where permitted by law.

The Client shall also be responsible for reasonable debt recovery costs, legal costs and collection expenses incurred in recovering overdue amounts.

13. Ownership of Materials

Ownership of supplied materials remains with ALB Homes until all monies owing have been paid in full.

Risk passes to the Client upon installation or delivery, as applicable.

14. Site Access

The Client shall provide:

- unrestricted access;
- electricity;
- water;
- sanitary facilities where reasonably available.

Delays caused by restricted access are chargeable.

15. Existing Damage

ALB Homes accepts no responsibility for:

- pre-existing cracking;
 - settlement;
 - movement;
 - deterioration;
 - corrosion;
 - structural defects unrelated to the contracted works.
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16. Structural Movement

Existing buildings naturally move over time.

ALB Homes accepts no responsibility for movement occurring outside the scope of contracted works.

17. Waterproofing

Waterproofing systems depend upon:

- structural stability;
- substrate preparation;

- maintenance;
- drainage;
- movement.

Future movement may cause waterproofing failure.

Such failures are beyond the Builder's reasonable control.

18. Colour Variation

Natural products including:

- timber;
- stone;
- bricks;
- concrete;
- tiles;

may vary in colour, shade, grain and texture.

These variations are not defects.

19. Completion Dates

Completion dates are estimates only.

Delays may result from:

- weather;
 - supply shortages;
 - council delays;
 - utility providers;
 - latent conditions;
 - client variations;
 - industrial action;
 - force majeure events.
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20. Practical Completion

Practical Completion occurs when the works are substantially complete.

Minor defects do not prevent Practical Completion.

Final payment becomes due upon Practical Completion.

21. Defects Liability

The Client shall notify ALB Homes of alleged defects in writing within the applicable defects liability period or any statutory warranty period prescribed by law.

ALB Homes shall be given a reasonable opportunity to inspect and, where responsible, rectify defects before the Client engages another contractor.

22. Client Responsibilities

The Client agrees to:

- maintain the property;
- adequately ventilate wet areas;
- undertake ongoing maintenance;
- comply with manufacturers' maintenance requirements.

Failure to maintain completed works may void applicable warranties to the extent permitted by law.

23. Insurance

ALB Homes maintains required insurance.

The Client is responsible for insuring:

- existing buildings;
 - contents;
 - personal belongings.
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24. Warranties

Where applicable, statutory warranties under the **Domestic Building Contracts Act 1995 (Vic)** and other applicable legislation apply.

Manufacturer warranties apply only to products supplied by the manufacturer and are subject to the manufacturer's terms.

25. Limitation of Liability

To the fullest extent permitted by law:

ALB Homes' liability arising from or in connection with the Works is limited to one or more of the following remedies, as determined by ALB Homes where permitted by law:

- re-performing the relevant services;
- repairing the affected work;
- paying the reasonable cost of repairing the affected work; or
- refunding the amount paid for the relevant defective service.

ALB Homes is not liable for:

- indirect loss;
- consequential loss;
- loss of profits;
- loss of business;
- loss of rental income;
- loss of opportunity;
- diminution in property value;
- accommodation costs;
- finance costs;
- hidden defects not reasonably discoverable;
- delays outside our reasonable control.

Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or other legislation.

26. Force Majeure

ALB Homes shall not be liable for delay or failure to perform due to events beyond its reasonable control, including but not limited to:

- natural disasters;
- severe weather;
- fire;
- flood;
- pandemics;

- industrial disputes;
 - government action;
 - supplier shortages.
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27. Intellectual Property

All drawings, designs, specifications, reports, photographs and documentation prepared by ALB Homes remain our intellectual property unless otherwise agreed in writing.

28. Photography

ALB Homes may photograph works for quality assurance, warranty records and marketing purposes.

Client-identifying information will not be published without consent.

29. Termination

ALB Homes may terminate the agreement where:

- invoices remain unpaid;
- the Client substantially breaches these Terms;
- unsafe conditions exist;
- access is repeatedly denied.

The Client remains liable for all work performed, materials ordered and reasonable costs incurred up to termination.

30. Dispute Resolution

Before commencing legal proceedings, the parties agree to attempt to resolve disputes through direct negotiation.

If the dispute remains unresolved, either party may refer the matter to mediation or another dispute resolution process recognised under Victorian law, unless urgent interlocutory relief is required.

31. Governing Law

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

The parties submit to the jurisdiction of the courts of Victoria.

32. Severability

If any provision is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

33. Entire Agreement

These Terms, together with the accepted quotation and any written variations, constitute the entire agreement between the parties.

No oral representation or statement forms part of the agreement unless confirmed in writing.

CLIENT ACKNOWLEDGEMENT

The Client acknowledges that they have read and understood these Terms and Conditions, have had the opportunity to obtain independent legal advice if they wish, and agree to be bound by them.