TRUROOF SERVICES

BETA Buildings Pty Ltd trading as TruRoof Services

ABN: 72 688 572 223

Terms & Conditions

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1. Parties
These Terms & Conditions ("Agreement") are between: BETA Buildings Pty Ltd trading as TruRoof Services (ABN 72 688 572 223), an Australian Private Company, with its main place of business in SA 5159 ("Contractor" or "we/us"), and the party engaging our roofing services ("Client" or "you").

2. Definitions
- Services means all roofing-related work agreed in the quotation (including removal, installation, repair, maintenance).
- Materials means all building materials, supplies, fixtures used in Services.
- Quotation means our written proposal setting out the scope, price and timeframe.
- Variation means any change to the scope or materials after the quotation is accepted.

3. Scope of Work
We will perform the Services as per the agreed quotation. Unless stated, roof inspections, structural assessments, or hidden defects are *not* included.

4. Quotation & Pricing
- Quotations are valid for 30 days from the date of issue.
- Variations due to hidden defects, material price changes, or requested changes will be documented and require written Client approval.
- A call-out fee will be charged for site attendances where no work order has yet been issued. The call-out fee is invoiced against the job number and is payable immediately. If the quotation is accepted and the job proceeds, any call-out fee(s) already paid will be deducted from the total contract price. This fee reflects the Contractor's reasonable costs of travel, time, and preparation required to provide a quotation.
- The following call-out fee schedule applies:
  - $180 for attendances within 20km of our base.
  - $320 for attendances between 20km and 50km of our base.
  - Fees for attendances beyond 50km may be quoted separately at the Contractor's discretion.

5. Payment Terms
- A 30% deposit is required before work commences. This deposit secures the job and allows us to order materials and schedule resources. Deposits of this size are standard in the building industry and reflect the significant upfront material and labour costs involved in roofing work.
- For larger projects, progress payments are required at agreed milestones. Progress payments will typically be due at 25%, 50%, and 75% completion, or as otherwise stated in the quotation. This structure ensures balance between both parties by tying payments to actual work performed and preventing either party from carrying the entire financial risk.
- Final payment is due upon completion.
- Ownership of all materials and goods supplied remains with us until full payment is

received. This clause is intended to apply to uninstalled or easily removable materials. Once materials are affixed to the property in a way that they legally become part of the structure, ownership may pass to the property owner. In practice, our right to recover materials is limited to unused or uninstalled items, and the clause serves as a commercial deterrent against non-payment.
- Overdue invoices will accrue interest at 1.5% per month (18% per annum, compounding daily) until paid in full. This rate reflects the genuine cost of carrying unpaid debt, including administrative time spent chasing payments, disruption to cashflow, interest on our own credit facilities, and opportunity cost.
- The Client will also be liable for reasonable debt recovery and legal costs associated with overdue accounts.
- We reserve the right to suspend work immediately until outstanding amounts are paid.

6. Client Responsibilities
- Grant safe access to the site and ensure clear work areas.
- Remove or protect valuables inside and around the property.
- Provide utility access if required.
- Maintain appropriate property insurance, including but not limited to home insurance, to cover damage or consequential loss arising from weather events, flooding, or other risks not directly caused by the Contractor's negligence.

7. Contractor Responsibilities
- Carry out work with reasonable care and in line with industry standards.
- Maintain appropriate insurance, including public liability insurance of $20 million and workers' compensation. Certificates of currency will be provided on request.
- The Client acknowledges that such insurance covers only liabilities arising from the Contractor's negligence, and the Client remains responsible for maintaining their own property insurance for all other risks.
- Adhere to WorkSafe SA requirements and maintain a safe work environment.

8. Materials & Warranty
- Manufacturer warranties will apply to materials used.
- Workmanship warranty:
  - Full re-roofs or new roofs: 5 years.
  - Leak repairs: 3 months.
- The difference in warranty periods reflects the scope of control. Full roofs are installed entirely by us and can be warranted for longer. Leak repairs are limited to a single area of an existing roof, where the surrounding structure and workmanship are outside our control. Three months is ample time for the repair to be tested under normal weather conditions.
- Our workmanship is warranted against defects arising under normal weather conditions. Damage caused by extraordinary or unusual weather events (e.g. fallen trees, hail blockages in gutters, cyclones, earthquakes, or concentrated extreme rainfall) is excluded.
- Warranties also exclude:

  - Pre-existing damage or structural issues not visible during quotation.
  - Any work altered by third parties.
- These warranty exclusions are intended to clarify practical limits of responsibility and do not restrict consumer rights under the Australian Consumer Law.

Warranty Precondition: The Contractor's obligations under any workmanship or material warranty are conditional upon the Client having paid all invoices in full. The Contractor is not required to perform warranty or rectification works while any amounts remain outstanding. This clause does not limit any rights the Client may have under the Australian Consumer Law.

9. Delays, Variations & Force Majeure
- We are not responsible for delays caused by weather, supplier issues, or other factors beyond our control.
- Weather-related delays may extend the completion timeframe by up to 2 weeks.
- Variations are billed at the following schedule of rates:
  - Tradesman: $140/hour
  - Apprentice: $75/hour
  - Labourer/Trade Assistant: $60/hour
- Neither party shall be liable for delays or failure to perform caused by events beyond their reasonable control, including but not limited to natural disasters, extreme weather events, pandemics, government restrictions, industrial action, or supply chain disruptions. In such cases, the timeframe for completion shall be extended for the duration of the delay.

10. Liability & Indemnity
- Our liability is capped at the total value of the contract to reflect the work performed.
- This does not limit our obligation to honour workmanship warranties or any rights you have under the Australian Consumer Law.
- We also maintain $20 million public liability insurance to protect against personal injury or property damage caused by our negligence.
- You are responsible for maintaining appropriate home or property insurance to cover consequential losses such as storm or water damage.
- This structure ensures both parties carry fair responsibility for insuring against risks that fall outside the scope of the contracted work.
- We are not liable for indirect, special, or consequential damages unless required by law.
- You indemnify us against claims resulting from your breach of this Agreement or failure to meet obligations.

11. Termination & Cancellation
- Either party may terminate this Agreement with 14 days' written notice. The 14-day notice period allows sufficient time for cancellation of materials and rescheduling.
- If the Client terminates after work has commenced, they remain liable for all costs incurred, including materials ordered, plus a reasonable margin for overhead and loss of profit. This ensures the Contractor is not left out of pocket for unavoidable business expenses and lost scheduling opportunities.

- For breaches (including non-payment or denial of site access), we may issue a 7-day notice to remedy. If the breach is not remedied, termination will be effective immediately. The 7-day remedy period ensures Clients have a fair opportunity to correct a breach.
- If payment is not made in accordance with this Agreement, the Contractor may suspend work immediately and, if payment remains outstanding, terminate the Agreement. Non-payment is considered a fundamental breach of contract.
- Additional grounds for termination include insolvency, repeated breaches of contract, or any material breach that goes to the root of the Agreement.

12. Notices
Any notice required under this Agreement must be in writing and delivered by hand, registered post, or email. Notices are deemed received:
- if delivered by hand, at the time of delivery;
- if sent by registered post, on the third business day after posting;
- if sent by email, at the time of transmission, provided that no bounce-back or error message is received.
If a notice is received on a non-business day or after 5:00pm local time, it is deemed received on the next business day.

13. Governing Law
This Agreement is governed by the laws of South Australia.

14. Dispute Resolution
- Both parties agree to first attempt to resolve disputes by direct negotiation in good faith.
- If the matter remains unresolved, it will be referred to the South Australian Civil and Administrative Tribunal (SACAT) as a cost-effective and efficient means of resolution before pursuing formal court action.
- Nothing in this clause prevents either party from obtaining legal advice at any stage.

15. Privacy & Data Protection
We will comply with the requirements of the Privacy Act 1988 (Cth) in relation to the handling of personal information. Any personal data collected will be used solely for the purpose of performing the Services and will not be disclosed to third parties without consent, except where required by law.

16. Drone Photography & Intellectual Property
Any photographs, videos, or digital media captured by us in the course of performing the Services, including drone footage, remain the sole intellectual property of BETA Buildings Pty Ltd. Such media may be used for project management, quality control, training, and marketing purposes, provided that no personally identifying information of the Client is disclosed without consent.
If the Client wishes to obtain copies of such media, we may, at our discretion, provide them subject to a reasonable service charge. Title and intellectual property rights in all such media remain with us unless otherwise agreed in writing.