



PRO TECH TILING & SERVICES

ABN 61 863 6566 16

2016 Terms & Conditions

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Terms & Conditions

Quotes and Acceptance of Quotes:

All Quotes provided by Pro Tech Tiling & Services are valid for Seven days from the date of the Quote Consultation.

How to accept the Quote from Pro Tech Tiling & Services:

- Once you have received your free Quote, within Seven days you will need to contact the Business Manager via Email/Phone to confirm that you have accepted the Quote.
- Once you have contacted the Business Manager, she will discuss and go through a few details of the Services to confirm everything is understood by both parties.
- Once everything regarding the Job/Services has been discussed and agreed upon, you will receive a Written Agreement/Contract via email with all that has been discussed and agreed between both parties and will have further instructions stated for you to read to start the Job/s.

Even If you do not require Services for Several Months, Confirmation of Job Success/Decline, must be notified within the Seven-days of the Valid Quote.

Please Note that once you have accepted the Quote provided to you by Pro Tech Tiling & Services, this means you have also accepted the full Terms and Conditions and you have agreed to meet the conditions to successfully complete the Job/Services with Pro Tech Tiling & Services.

All Discounts and Promotional Codes must be provided to Pro Tech Tiling & Services upon your enquiry, otherwise will not be applied to the amount once Final Agreement on Quoted Amount has been provided.

Once the Quote Pro Tech Tiling & Services have provided you has been accepted by the Client, a Deposit of the Total Invoice must be paid Immediately to secure requested starting date and confirmation of your booking. This deposit amount will be deducted from the Final Invoice.

Pricing and Materials:

Pro Tech Tiling & Services Price List includes all Standard Materials which will be supplied by Pro Tech Tiling & Services. If the Client requests other materials which are different to the standard supplied or the Clients wish to supply all the Materials for the Job/Services, changes in the Final Agreed Amount will vary.

Tiles are to be supplied by the Client, if requested by the Client, Pro Tech Tiling & Services can supply the Tiles at an Extra Charge. *(prices will vary depending on the tiles desired)*

Prices may vary depending on the Job Condition and should any Unexpected Difficulties Occur, during the job/services. Any Extra Services requested by the Client, will be at an Extra Cost and Subject to Availability Only. *(Waiting Periods May Apply)*

All Quotes provided to Clients via sms, phone and/or online, are estimated prices only. Once Pro Tech Tiling & Services attend the location/property, we will conduct an accurate measurement of the area/s and we will also conduct an observation of the full required and requested job/services, to determine the correct amount is Quoted in the best interest of the Client and Pro Tech Tiling & Services.

Once the Final Agreement is made by both parties on the Quoted Amount for the Job/Services and has been accepted by the Client, the Final Price cannot and will not be Negotiated or Changed during the Job at any given time, unless Pro Tech Tiling & Services has agreed to a change and a new Written Agreement/Contract has been written up and has been sent via email to the Client with new Final Price.

Written Agreements/Contracts, Terms and Conditions and Communication:

Pro Tech Tiling & Services require an Upfront Deposit for the Job/Services. This is required for two reasons;

- *To secure your desired commencement date*
- *To secure the booking of your Job/Project*

Deposits are to be paid as soon as the job/services are accepted by the Client and the Written Agreement/Contract has been sent via to the Client via email. The Deposits are non-refundable for change of mind.

All Deposits are deducted off the Agreement Amount of the Job/Services. The Deposit amount required upfront, may vary depending on the Job/Project.

Pro Tech Tiling & Services will not tolerate any unacceptable behavior from Clients such as; aggressive, degrading, negative and/or attacking behavior towards any Pro Tech Tiling & Services Team Members. All Agreements/Contracts will be Terminated in writing immediately and all Outstanding Invoices, including any ordered Materials, tolls, etc. required for the job/project, will need to be Paid in Full Immediately.

All Clients must be Flexible with Hours and Days, to ensure Deadlines are met. If the Clients request a specific deadline date, this must be submitted to Pro Tech Tiling & Services Business Manager in writing via email upon accepting the Quote, so that the deadline date can be added on to the Written Agreement/Contract. Any deadline date provided to Pro Tech Tiling and Services during the job will be not added on to the Agreement and will not be guaranteed to be met.

Any Job delays caused from the Clients side will result in a 2% late fee added every day that the job is delayed. This will be added onto the Final Invoice.

Clients must be prepared for any unexpected job delays. Pro Tech Tiling & Services cannot control situations of Team Members calling in sick or if the ordered Materials/Tools do not arrive at the desired time.

Once the Client has contacted Pro Tech Tiling & Services to accept their Quote and move forward with the Job/Services, All Clients also are then accepting Pro Tech Tiling & Services Full Terms and Conditions and as stated on the Written Agreement/Contract, all Clients and Pro Tech Tiling & Services must comply with the terms and conditions. Refusal from either party to comply with any of the stated terms and conditions will be considered as breaching the Agreement/Contract of the Job/Services and Termination of Agreement/Contract along with Legal Action may be taken against that party.

Delays in Clients making the Full Payment of any Invoices, by the Due Date stated on the Invoice, will also incur a 5% fee weekly the Full Payment is not made beyond the Due Date. This will also be added onto the Final Invoice.

Any delays caused from Pro Tech Tiling & Services side, we will provide you with a suitable discount on the Final Invoice for the inconvenience caused (this excludes delays caused by Pro Tech Tiling & Services staff becoming sick or delay in ordered materials/tools). Please Note that once an Agreement/Contract is made regarding the Job/Project at hand, both parties must agree and be satisfied to any changes of the Agreement/Contract, any changes must be notified immediately and be communicated in writing to the Business Manager via email, for a Variation of Agreement/Contract can be sent out asap not communicated to the Tilers as this will not be accepted.

Clients are to be flexible regarding the job, this means working together with Pro Tech Tiling & Services to solve any Issues that may arise.

All Communication is to be made to Pro Tech Tiling & Services in writing via email. Clients must ensure that all communication is made to the Business/Project Manager and not the Tilers in regards to invoices, etc.

Services/Job to Commence:

All Clients must ensure that all Areas Pro Tech Tiling & Services will be Servicing, must be made prepared before Commencement of any Services, this includes organizing suitable disposal of all rubbish example a skip bin. Extra Charges will be added if this does not occur, as it is the Clients Responsibility and at their own costs to ensure Pro Tech Tiling & Services Can Commence Services on the Booked Date.

Pro Tech Tiling & Services has the right to delay the job/s if we suspect of any unsafe work environments caused by the Client. This means that no Tilers will be attending the property/location until the Client has proven to the Business Manager with declaration that the area/s are safe for the Tilers to carry on with the Services. Please Note: Any delays will result in Extra Charges to the Client and possible Termination of Agreement/Contract.

Please Note that delays may occur due to bad weather if Services are outdoors, this is not something Pro Tech Tiling & Services can control. Please Note: Delays can be up to several days if Services are outdoors and it is bad weather or suspecting bad weather. This can only be determined in the morning. If weather is heavily overcast in the morning, Services may be delayed.

Pro Tech Tiling & Services do not take responsibility for any damages caused during Services. If the Client has failed to warn the Team of unknown job conditions and allocations of any main pipes, etc. Clients are to obtain a permit for any demolition/renovation/building projects that require a permit before commencement (you can visit or contact your local council for this information) and/or hired a Licensed Plumber/Electrician to secure any electrical fixtures, fire alarms and pipes this includes Water and Gas, that may be effected during Servicing and located near the area being serviced.

All Clients must lock up and/or keep away any Pets in the property/location, due to the Safety of our Employees. Services may be delayed at Clients Cost if this does not occur.

Areas of Waterproof which have been freshly Applied on, need to Dry and Cure for a min of 24 Hours, before any further Services can continue.

Screed, Fresh Laid Tiles, Grout, etc. must also Dry and Cure for at least 24-48 Hours, before any further Services can continue. This is strongly non-negotiable.

A Licensed Inspector should also be hired to overlook the areas requiring services to ensure safety is maintained for all tradesman. They will inform the Client of where the main pipes are located, to inform other tradesman of their whereabouts and other possible dangers or areas to be cautious of. If Clients fail to do the following, as it is their responsibility to maintain safety of the building/s and other residents/tradesman before any Services are commenced. Any accidental damage costs will be paid for by the Clients in full thus, Pro Tech Tiling & Services will also not take any responsibility for any existing issues. Extra charges may occur for any delays.

Pro Tech Tiling & Services will take responsibly for any damages caused, if it is proven to be misconduct or mishandling by our Tradesman during our Services. However, Clients must forward all cost receipts and findings to Pro Tech Tiling & Services, for the Client to claim compensation for damages. It is strictly the Clients responsibility to ensure that once the Tilers leave the premises for the day/weekend, areas being serviced (if outdoors) must be covered to prevent any major damages. Pro Tech Tiling & Services are not responsible for any damages being caused by the weather, etc. after hours. Extra charges may occur for any delays.

During Services, we may require for the water, gas/electrical mains and fire alarms to be switched off at certain times, if the property/buildings main water, gas or electrical supply is connected to other properties/buildings, it is the responsibility of the Client to inform other residents in advance prior to commencement. This includes notification of noise, any disconnections of water, gas or electricity or possibility of fire alarms being set off due to dust, water, etc. Extra charges may occur for any delays.

During Services, Pro Tech Tiling & Services may take photos of the Job/Services we are providing at the property/location; before commencement of Services, at various stages of the job/services and upon completion of the services/job. We may use these photos taken to display on our website or other advertising sites/means.

Payments of Invoices/Deposits:

All Jobs/Projects, will be required to make Part Payments of the Invoice. Payments will be set up to be paid by the Client after each stage of the Job/Project is completed.

Clients on a part payment schedule, will be sent a Written Progress Payment Schedule along with the Written Agreement/Contract via email.

Pro Tech Tiling & Services Invoicing System Policy is the following;

- *Services with total amounts of \$2,500.00 and under will be required to pay the invoice in three stages*
- *Services with total amounts of between \$2,500.00 and \$5,000.00 will be required to pay the invoice in four stages*
- *All Services will be set up on a Progress Payment Schedule, which requires a part payment required at various stages of the job, including the upfront Deposit required.*
- *Pro Tech Tiling & Services may make exceptions on some jobs depending on the invoiced amount.*

Pro Tech Tiling & Services Policy for all Payments of Invoices/Deposits which are required to be made by the Clients, is that the Clients follow the Payment Directions as stated on their Invoices and/or Agreements/Contracts. Failure to follow the directed payment information by the Clients, will result in delays of the Services and extra late payment charges of 5% weekly.

Pro Tech Tiling & Services require an Upfront Deposit for the Job/Services. This is required for two reasons;

- *To secure your desired commencement date*
- *To secure the booking of your Job/Project*

Deposits are to be paid as soon as the job/services are accepted by the Client and the Written Agreement/Contract has been sent via to the Client via email. The Deposits are non-refundable for change of mind.

All Deposits are deducted off the Agreement Amount of the Job/Services. The Deposit amount required upfront, may vary depending on the Job/Project.

Warranties Provided:

All Services that Pro Tech Tiling & Services offer to all Clients, include a Seven Year Warranty.

Warranties are not provided to Repair Work and/or Services which have been started by Fellow Contractors and completed by Pro Tech Tiling & Services.

Clients who conduct and complete Services without Pro Tech Tiling & Services knowledge or permission and which are clearly stated in the Written Agreement/Contract agreed by both parties for Pro Tech Tiling & Services too complete, will not be issued their Seven-year Warranty and risk having their Agreement/Contract with Pro Tech Tiling & Services Terminated due to breaching the Agreement/Contract and possibly creating an unsafe working environment for the Team of Tilers. Legal Action may be taken against the Client.

Clients must have the Warranty Letter issued by Pro Tech Tiling & Services, to lodge a claim and be allowed to access the site to assess the claims, otherwise the claim will be rejected.

Pro Tech Tiling & Services is 100% Insured, although any requests by Clients to Pro Tech Tiling & Services in regards to falsely lodge a claim for any reasons will be immediately dismissed and Clients will have their Agreements/Contracts Terminated instantly and the matter may be referred to the Authorities.

Clients can request Pro Tech Tiling & Services Certificate of Currency for the Insurance, please contact the Business Manager Nes Ege for a copy to be sent to you via email.

All Waterproofing Services come with a Certificate of Compliance for Wet Areas issued to the Clients.

All Documentation will only be sent to the Clients, once Pro Tech Tiling & Services receives the Full Payment of the Final Invoice.

How to Lodge in a Warranty Claim:

Is there an issue or problem regarding the area serviced by Pro Tech Tiling & Services?

If the issue/problem is believed to be the fault of Pro Tech Tiling & Services, the Client must lodge in a Warranty Claim to Pro Tech Tiling & Services as soon as they are aware of the issue/problem by following the steps outlined below;

The Client must send a Written Claim Letter with all the specific details of the issues/problems via post to the details stated below;

- *PRO TECH TILING & SERVICES*
10 TRAVERTINE CRESCENT
DOREEN, VIC 3754

Once Pro Tech Tiling & Services receives the claim letter, you will be contacted by the Business Manager to discuss the issues/problems claimed on the letter.

After the phone call, an appointment will be made for the Qualified Tiler who has completed the Job/Services at the location, to come out and assess the issues and have a discussion with the Client.

Following the Tilers visit, the Qualified Tiler will then write a report of their findings and the cause of the issues and forward this onto the Business Manager, a decision will be made of the outcome regarding the claim.

The Business Manager will then contact the Client via phone and send an official letter stating the outcome, findings, etc. via email to the Client. If the claim is successful, the repair work will be arranged with the Client, arrangement will depend on the Qualified Tilers availability, although if the claim is unsuccessful, Pro Tech Tiling & Services will then notify the outcome to the Client and close the claim case resulting in no further action being taken by Pro Tech Tiling & Services. *Please Note: Waiting periods may apply, the full process of claims may take up to three months to process and complete.*

Contact Us:

Address: *10 Travertine Crescent, Doreen VIC 3754* / Telephone: *Office 03 8715 0153 Mob 0421 643 154*
Email: *protechtilingservices@outlook.com* | Website: *www.protechtilingservices.weebly.com*



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Thank You for Choosing Pro Tech Tiling & Services