

Terms and Conditions

TruSeal Waterproofing NSW

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1. Definitions

In these Terms and Conditions, “Contractor” means TruSeal Waterproofing NSW, “Client” means the person, company or entity requesting or accepting the Services, “Services” means waterproofing, remedial, preparation, inspection, reporting, repair, sealing, membrane, coating and related works supplied by the Contractor, “Site” means the property or location where the Services are performed, and “Agreement” means the accepted quote, scope of works, specifications, these Terms and Conditions and any approved variations.

2. Application of Terms

These Terms and Conditions apply to all quotes, bookings, works and Services provided by the Contractor unless otherwise agreed in writing. By accepting a quote, paying a deposit, authorising works to commence, or permitting access to the Site, the Client agrees to be bound by these Terms and Conditions.

3. Quotes, Estimates and Acceptance

Unless stated otherwise, quotes are valid for 30 days from the date of issue and are based on the information available at the time of inspection or quotation. A quote may be accepted by written confirmation, signature, payment of a deposit, email approval, text approval or any other conduct indicating acceptance. Estimates are indicative only and may change if hidden conditions, access limitations, additional preparation, substrate issues, moisture ingress, structural movement or other site conditions are identified.

4. Scope of Works

The Contractor will perform the Services described in the accepted quote, written scope, plans, specifications or agreed instructions. Unless expressly included in writing, the Services do not include structural repairs, plumbing, drainage, electrical

work, tiling, demolition, painting, pest treatment, mould remediation, engineering design, council approvals, certification, asbestos removal or rectification of defects caused by other trades or pre-existing conditions.

5. Client Obligations

The Client, builder or principal contractor must provide safe, clear and timely access to the Site; ensure the work area is free from personal items, fixtures, debris and obstructions where reasonably required; provide suitable storage for materials where requested; disclose all known defects, leaks, hazardous materials, concealed services and site risks; obtain any required approvals, consents or permissions unless otherwise agreed; ensure electricity, water, parking and amenities are available where reasonably required; and prevent other trades, occupants, pets or visitors from interfering with the Services. Floors, walls and substrates must be properly prepared, clean, dry, sound, free from contaminants and, where required by the applicable design, code, standard or specification, formed with suitable falls toward drains, as per Australian standards unless another compliant fall is specified.

6. Site Conditions and Hidden Defects

The Client acknowledges that waterproofing outcomes may be affected by existing building movement, cracking, dampness, inadequate falls, poor drainage, failed plumbing, contamination, defective substrates, prior coatings, rising damp, structural defects, hidden leaks, ventilation issues or workmanship by others. If hidden or unexpected conditions are discovered, the Contractor may suspend work and provide a variation or revised quote before continuing.

7. Price, Deposits and Payment

The Client must pay the contract price, deposit, progress payments and final invoice in accordance with the accepted quote or invoice terms. Unless otherwise stated, all prices are in Australian dollars and include GST where applicable. The Contractor may require a deposit before ordering materials or commencing work. Final payment is due on completion unless otherwise agreed in writing.

If payment is not made by the due date, the Contractor may suspend Services, withhold certificates, reports or warranties where legally permitted, recover debt collection costs and charge interest on overdue amounts at the maximum rate permitted by law or, if no maximum applies, at a reasonable commercial rate.

8. Variations

Any change to the scope, materials, timing, access, specifications or price must be agreed in writing where practicable. Variations may include unforeseen site conditions, unexpected structural damage, additional preparation, substrate repairs, primer requirements, membrane build-up, drainage works, non-compliant falls, delays caused by other trades, weather delays, access equipment, after-hours work or changes requested by the Client. The Client must pay for approved variations in addition to the original contract price.

9. Timing, Delays and Weather

Any commencement or completion dates are estimates unless expressly stated to be fixed. The Contractor is not liable for delays caused by weather, moisture levels, curing times, supply shortages, access restrictions, Client delays, variations, unsafe conditions, industrial action, government directions, illness, other trades or events beyond the Contractor's reasonable control.

10. Materials and Product Systems

The Contractor may select suitable waterproofing products, membranes, primers, sealants, coatings and accessories having regard to the Site, substrate and intended use, unless a specific product system is required in the accepted quote. Manufacturer specifications, curing periods, coverage rates, maintenance requirements and limitations apply. The Client must not cover, traffic, flood test, tile, coat, penetrate or otherwise interfere with waterproofing works until the Contractor confirms it is appropriate to do so.

Membranes must be applied strictly in accordance with the selected product system, manufacturer instructions, relevant standards and site requirements. This may include priming, approved bond breakers, reinforcement detailing, compatible sealants, water stops, multiple thin coats, required dry film thickness, adequate curing time and protection from traffic, dust, moisture, rain, contamination or damage. Unless otherwise confirmed by the Contractor, tiling, covering, flood testing or water exposure must not occur until the membrane has fully cured, which may require up to 7 days or longer depending on the product, weather and site conditions.

The Client, builder and all other trades are responsible for keeping the waterproofing clean, dry, protected and untouched until the Contractor confirms it is ready for the next stage of works. Any damage, contamination, puncturing, cutting, traffic, covering, tiling, screeding, drilling or interference with the membrane before approval may void any

warranty and will be charged back to the Client, builder or responsible party as a variation or repair cost.

11. Compliance and Statutory Warranties

Where the Services are residential building work in New South Wales, the Contractor will perform the work in accordance with applicable laws, codes, standards, specifications and any statutory warranties implied under the Home Building Act 1989 (NSW) and other applicable legislation. Work must comply, where applicable, with the National Construction Code 2022, including wet area waterproofing requirements, and relevant Australian Standards including AS 3740 for internal wet areas and AS 4654 for external above-ground waterproofing membrane systems. Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, statutory warranty or other right that cannot lawfully be excluded, restricted or modified.

12. Contractor Warranty

Subject to the Client complying with these Terms and Conditions, the Contractor warrants that the Services will be carried out with due care and skill and in accordance with the accepted scope. Any workmanship warranty offered by the Contractor is limited to the works performed by the Contractor and does not cover defects, leaks, damage or failure caused by structural movement, subsidence, building design, plumbing defects, drainage issues, substrate failure, misuse, lack of maintenance, third-party works, penetrations, unauthorised alterations, Acts of God including flood or storm, extreme weather, rising damp, condensation, ventilation issues, contamination, damage by other trades or pre-existing conditions.

13. Defects and Rectification

The Client must notify the Contractor in writing of any alleged defect as soon as reasonably practicable after becoming aware of it and must give the Contractor a reasonable opportunity to inspect and, where appropriate, rectify the issue. The Client must take reasonable steps to mitigate loss and must not engage another contractor to alter or repair the relevant works before the Contractor has had a reasonable opportunity to inspect and rectify, except in an emergency or where required by law. Liability for water leaks, membrane failure or related loss is limited to the terms of any applicable warranty and the limitations set out in these Terms and Conditions, to the maximum extent permitted by law.

14. Exclusions and Limitations

To the maximum extent permitted by law, the Contractor is not liable for indirect, consequential, special or economic loss, loss of rent, loss of profit, loss of use, business interruption, inconvenience, delay damages or damage caused by matters outside the Contractor's reasonable control. The Contractor's liability is limited to the resupply of the Services, rectification of defective workmanship, or the amount paid by the Client for the affected Services, except where the law does not permit such limitation.

15. Safety and Site Access

The Contractor may refuse, suspend or delay Services if the Site is unsafe, inaccessible, contaminated, affected by hazardous materials, occupied in a manner that prevents safe work, or otherwise unsuitable for the Services. The Client must comply with reasonable safety directions and ensure children, pets, occupants and other trades remain clear of work areas.

16. Cancellation and Rescheduling

The Client must provide reasonable notice of any cancellation or rescheduling request. The Contractor may charge for costs already incurred, materials ordered, administration, labour allocation, access equipment, supplier cancellation fees or lost time where permitted by law. The Contractor may cancel or reschedule works due to weather, safety, supply, illness, access restrictions or other circumstances beyond its reasonable control.

17. Insurance, Licensing and Home Building Requirements

The Contractor will maintain licences and insurances required for the Services it performs. Where the Home Building Act 1989 (NSW), Home Building Compensation Fund requirements, residential building contract rules or other regulatory obligations apply, the parties must comply with those requirements. For residential building work above applicable statutory thresholds, written contract, insurance and disclosure requirements may apply.

18. Intellectual Property and Reports

Any reports, recommendations, photographs, diagrams, methods, specifications or documents prepared by the Contractor remain the Contractor's intellectual property unless otherwise agreed. The Client may use them for the relevant Site and project only after all outstanding amounts have been paid.

19. Privacy and Communications

The Contractor may collect and use the Client's personal information for quoting, scheduling, performing Services, issuing invoices, managing accounts, warranty administration, compliance and dispute resolution. The Contractor may communicate with the Client by phone, email, SMS or other agreed method.

20. Disputes

If a dispute arises, the parties must first attempt to resolve it in good faith by written notice, inspection where relevant, and direct negotiation. If the dispute is not resolved, either party may refer the matter to NSW Fair Trading, a tribunal, court, adjudicator or other dispute resolution process available under applicable law.

21. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of New South Wales.