JAS BRICKLAYING AND REMEDIAL

STANDARD TERMS & CONDITIONS OF QUOTATION AND SERVICES

Effective 16 November 2026 | New South Wales, Australia | ABN: 36 965 689 428

1. Application and acceptance

These Terms & Conditions apply to quotations and agreed services provided by JAS Bricklaying and Remedial (the Contractor). The accepted quotation, these terms and any legally required building contract together govern the job. If a mandatory law or contract requirement conflicts with these terms, the mandatory requirement prevails. The Client must be provided with these terms before accepting a quotation. Written acceptance may be by signature, email or text where legally sufficient.

2. Bricklaying and remedial scope

The Contractor performs only the bricklaying and masonry remedial services expressly described in the quotation, including as applicable brick replacement, repointing, mortar joint repairs, minor brickwork reconstruction and agreed remedial brickwork. Work not listed in the quotation is excluded. Work requiring a particular licence, permit, engineering design or approval will be accepted only if all relevant legal requirements are satisfied.

3. Quotations and pricing

Quotations remain valid for 30 calendar days unless stated otherwise. Prices are based on the accessible site conditions, photographs, measurements and information available when quoted. Prices are in Australian dollars (AUD). GST is charged only if the Contractor is registered and legally required to charge it. If site conditions or measurements materially differ, the Contractor will seek approval of any revised price before undertaking additional work.

4. Deposit and final payment

An initial deposit of **10% of the accepted quotation** is payable before commencement, but only when legally permitted and after any required statutory insurance or other preconditions are satisfied. The remaining **90%** is payable upon completion of the agreed quoted works and issuance of the final invoice, subject to the Client’s statutory rights and any different requirements in a mandatory contract. Payment is by bank transfer or another agreed method. Approved variations are payable as agreed in writing. No deposit above the applicable NSW statutory limit will be requested.

5. Variations and unforeseen conditions

Concealed or unexpected issues, including loose bricks, deteriorated mortar, damaged backing masonry, corroded ties or unstable existing brickwork, may require a change to scope. The Contractor will explain the proposed work, additional cost and likely scheduling impact before proceeding. No additional work will be carried out without Client approval and any written variation required by NSW law.

6. Existing brickwork and matching

Reasonable efforts will be made to match existing bricks, mortar colour, joint profile and finish. Exact matching may not be possible due to age, weathering or material availability. The Contractor is not responsible for unrelated pre-existing defects, ongoing building movement or moisture issues outside the agreed scope, except where the Contractor causes or worsens damage or is otherwise legally responsible. Localised repairs do not guarantee correction of underlying causes outside the quoted scope.

7. Site access and safety

The Client must provide reasonable, safe access to the work area and disclose known hazards and relevant restrictions. The Contractor may postpone unsafe work and will notify the Client. Any required access equipment, preparation or permissions must be agreed in the quotation. Both parties remain responsible for their applicable safety obligations.

8. Timing and weather

Proposed start and finish dates will be agreed in writing. Bricklaying and mortar works may be affected by rain, excessive heat, curing conditions, material availability or unsafe access. The Contractor will communicate material delays and arrange a reasonable revised schedule. Any agreed dates and statutory rights continue to apply.

9. Cancellation and postponement

The Client is requested to provide at least 48 hours' notice where possible when rescheduling. If the Client cancels, the Contractor may charge only for completed work and reasonable, evidenced, non-recoverable expenses where legally permitted. Any deposit refund or deduction is subject to the applicable contract and consumer law. No automatic cancellation penalty applies.

10. Completion, cleaning and waste

The Contractor will leave the immediate work area reasonably tidy. Removal of ordinary debris from the quoted brickwork is included only to the extent specified in the quotation. Large volumes of demolished masonry, skip bins or special waste disposal are included only if expressly quoted. The Client may promptly raise any concerns about completed work.

11. Workmanship, warranties and liability

Services will be carried out with due care and skill and in accordance with applicable legal requirements. The Contractor will remedy defective work for which the Contractor is legally responsible. Nothing in these terms excludes or limits Australian Consumer Law guarantees, statutory warranties under the Home Building Act 1989 (NSW), or other non-excludable rights. Liability for damage caused by the Contractor is determined under applicable law.

12. Insurance and legal requirements

The Contractor maintains public liability insurance, subject to the policy's terms, exclusions and limits. Public liability insurance does not replace any contractor licence or Home Building Compensation cover required for particular residential work. Work will only be accepted where the Contractor can lawfully perform it.

13. Photographs and privacy

Project photographs may be taken for quotation preparation, quality records and documentation. Identifiable images of the Client or their property will not be published for advertising without appropriate permission.

14. Disputes and governing law

Concerns should be raised promptly so both parties can seek a practical resolution. The Client may contact NSW Fair Trading, Building Commission NSW or another appropriate authority. These terms are governed by the laws of New South Wales, Australia.

15. Acceptance of quotation and terms

By accepting a quotation issued by JAS Bricklaying and Remedial to which these terms are attached or provided, the Client acknowledges receiving and having the opportunity to review these Terms & Conditions and agrees to the quoted scope of works, pricing, payment schedule and applicable conditions. Acceptance remains subject to Australian Consumer Law, NSW building legislation and any additional mandatory contract formalities or statutory requirements.

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