



These terms & conditions are a legally binding agreement between (The Contractor) "Floor Illusions" AND a person (The Client as stated on the original quotation) who wants to use the services of the said contractor. By accepting this quote electronically, making a bank deposit, electronic transfer or allow the contractor access to begin works, you agree to adhere to all terms, conditions and payment agreement as declared below.

PAYMENT AGREEMENT

1. Residential/ Private client requirements -

- 1 a.** If the booking is **more than 3 months** in advance, a **10% deposit** is required. This initial payment will secure your estimated date to begin works. (Weather conditions & previous job completion permitting.)
A further **30% progress** payment is required, **1 week before** starting works.
- 1 b.** If the booking is **under 3 months in advance**, a **40% deposit** is required. This initial payment will secure your estimated date to begin works. (Weather conditions & previous job completion permitting.)
- 1 c. 60% outstanding Balance** (including any variations) to be paid as cleared funds within **five (5)** business days upon completion of works.

2. Commercial projects / Builder requirements -

- 2 a.** If the contract work is **>\$20,000 or more**, a **5% deposit** is required, before your date can be secured or construction works can begin. A further **45% progress payment** is due halfway through the project or the day before the completion of flooring works or polishing process.
- 2 b.** If the contract work is below **<\$19,999**, a **10% deposit** is required. A further **40% progress payment** is due halfway through the project or the day before the completion of flooring works or polishing process.
- 2 c. 50% Balance** (including any variations) owing is to be paid as cleared funds within **seven (7)** business days upon completion.

NOTE: If your company has certain payment days, please communicate this information before commencing works. If we need to chase payments for any reason, and no communication has been given, works will cease, and no further relationship will continue

TERMS & CONDITIONS

3. OWNER:

The client warrants that he or she is either the owner of the stated address on the quotation or is entering this agreement both on the customer's behalf and is the duly authorised agent of the owner.

4. ACCESS:

- 4 a.** The client is responsible for the quoted area and access to the building, to be **unobstructed** before the start date. A safe, minimum 2-metre-wide clear access to the job site is required, and all building materials, furniture and machinery must be out of the way.
- 4 b. New Builds** – It is always recommended that for the best results possible (with mechanical polished concrete) that we complete an initial exposure grind/ clean up grind before any type of block walls/ frames or materials are placed on slab. (approx. 2-3 weeks after placement) We will then return to complete the internal polished concrete floor **after** roof plus external walls **AND before** new kitchens, gyprock, wall linings, skirting boards, tiles, and paint being installed or applied. If our recommendations are not followed, any damage will be at the client or builder's cost. 'Epoxy coatings & resurfacing systems may be installed internally with existing walls, tiles & painted surfaces/ walls already in place'
- 4 c. Existing builds/ Renovations** – The mechanical polished concrete process needs to occur after the demolition works if applicable and before any new installations of kitchens, bathrooms, tiles, paint etc. All **SKIRTING BOARDS** should be removed & replaced after completion. (Existing builds/ renovations)
- 4 d.** The client will remove or pull back any grassed edges, mulches, plants, or decorative rocks that may be overlapping the concrete to make easy access for the honing/ epoxy or resurfacing works of faces & edges.

Any loss in time will be charged accordingly and stated on the final invoice.

- 4 d.** The client agrees to grant access to the contractor, its employees, and subcontractors an irrevocable license to enter the property and remove the works following clause 14 below.

5. DAMAGE:

5a. All furnishings in the areas of polishing/ honing/ epoxy or resurfacing works must be cleared from the work area before work commencing - the contractor will not be held liable for damage to these items. (See clause 4a)

Floor illusions shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of floor illusions, and if the works are interrupted or delayed by the failure of the client to adhere to their responsibilities under these terms & conditions, any additional costs may be invoiced to the client as a variation. (refer clause 11)

Please remove all fragile items such as glassware, crockery, pot plants & furniture. Breakages and damages are the responsibility of the client. All care taken but no responsibility accepted by floor illusions in this regard; and provide adequate dust sheets to protect the client's furniture and décor. Floor illusions will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any grinding/ flooring process. The client must take due care to protect the flooring works until the curing stage has been reached, or if the works are to be completed in two stages the client is responsible for keeping the floor surface clean to avoid any damage or contamination. Floor illusions reserves the right to charge for any required cleaning and/or rectification of the floor surface (refer clause 11)

New Construction/ Builds - (See Clause 4a)

Polished Concrete - If our recommendations are not followed, any damages will be at the cost of the client or builder.

Epoxy flooring works- Generally we like to be one of the final trades to complete works on the floor to minimise damage from other trade traffic & the continuance of building works. 'Epoxy coatings & resurfacing systems may be installed internally with existing walls, tiles & painted surfaces/ walls already in place'

Renovations - When items cannot be removed, eg, existing fitted kitchen cabinets, shower cubicles and baths, toilets, fitted wardrobes, downpipes, doors etc., the contractor will take great care in our work to protect these surfaces/items, however, due to the size and power of the machinery and equipment we use, the contractor cannot be held responsible for minor damage to these items such as scrapes, scuffs, cracks, rub marks etc

5 b. Floor protection: It is strongly recommended that the client or builder is to use '**RamBoard**' or a similar matching quality brand to protect the completed floor (most importantly internal polished/burnished concrete). The floor should be protected until other trades are complete while the continuance of the building works takes place after the contractor has left. Roll out the '**Ramboard**' floor protection and tape on overlaps forming a floating style protection held in place by perimeters and junctions etc. (**DO NOT TAPE DIRECTLY TO FLOOR !!!**)
PLEASE NOTE - Red mud & dirt will **STAIN** your concrete, possible even after it has been sealed!!

5 c. The client agrees and acknowledges that the contractor will not be held liable for any damage made to the new concrete surface caused by storms, floods, animals, other trades or occupants, misuse of chemicals or simply not following the maintenance, which states that you should **ONLY use PH-Neutral cleaning products**. If cleaning or repair is needed due to not following maintenance procedures, it will be charged accordingly.

5 d. Please be aware of "**Brand New**" tyres & high-performance soft compound tyres fitted to vehicles. Chemical additives and plasticisers are used in new tyres & performance tyres to prolong their shelf life and these can over time leech chemicals & create marks/ staining into some flooring finishes. Please keep this in mind as the contractor cannot be held financially accountable for rectification if this happens to your surface (including epoxy floors). We recommend carpet squares under the tyres (carpet face down).

6. UTILITIES:

The client agrees to allow the contractor access to electricity and water as required to complete the necessary works.

6 a. Power- If no 32 amp 3-phase or 15 amp single phase is available on-site, an additional charge of \$100/day +GST may apply for supply/hire of generator. The Client agrees to floor illusions providing a suitable power source. Charges will apply as per clause 11c.

6 b. Lighting – Please ensure that full and final lighting as designed for the completed project is fully operational prior to grinding or preparation works commencing and are made available for use at no cost for the duration of the project. Temporary lighting may need to be installed if building is under renovation & installed for the duration of project at clients expense.

7. WASTE/ RUBBISH REMOVAL:

A skip bin is to be provided on-site by client/ builder for waste & dust bags generated from project or rubbish removal/ tip fees or skip bin hire may be applied to final invoice.

8. PERMITS/ NOISY WORKS:

It is the client's/principal builder's responsibility to gain all required council/ building management approval for odorous & noisy works and floor illusions will not be liable for any fees or charges incurred if the client has not done so.

9. APPEARANCE:

9 a. Polished/ honed concrete: The finish is always dependent on the quality & condition of the concrete provided. The contractor cannot be held liable for any unforeseen discoloration in some honed/polished concrete areas from age, wear & tear, stains from other trades, or batching issues when the concrete was poured.

New construction/builds: Between 10-14 days after slab has been placed it is ideal for us to carry out our initial machine passes to grind down to suitable stone exposure requirements, grout surface & put down a heavy densifier to act as protection layer before internal framing or block walls can continue.

9 b. Some variations in the finish, texture and shading can occur and are part of the installation's individuality. These variations do not alter the contractors or client's obligations under this agreement.

9 c. A hone and seal finish does not typically include any grouting, and the finished product may have small holes and inconsistencies. This is the design of the finished product. A penetrative or topical sealer is not a waterproofing membrane and will not stop the absorption of moisture in or on your honed concrete slab.

9 d. In some cases where your concrete wasn't correctly packed & vibrated to remove voids & air pockets in stairs faces, pool edges etc these areas will have to be patched. We will, to the best of our ability try to colour match to the substrate, however these areas may still be visible. These variations do not alter the clients' obligations under this agreement, as these defects are in the substrate provided.

9 e. Cracks: The "Crack repair" will reduce the appearance of the cracks; however, they will not be eliminated and may return or re-occur in the future due to the nature of concrete and its ability to expand and contract due to climate conditions, movement, or moisture. According to industry standard guidelines & tolerances, no warranty can be given for the filling, repair or covering of existing cracks.

9 f. All remediation works, resurfacing and any coatings installed by floor illusions is deemed to be of a "decorative" nature only and is non-structural.

10. COLOUR MATCHING:

10 a. There is no guarantee concerning the colour matching of previously installed works whether such work was by the contractor or another entity.

10 b. There is no guarantee that an exact match for a chosen colour will be the same from a printed or online colour card. Please use these as a guide only. The contractor cannot be held accountable for slight colour variations from batch supplied by the manufacturer.

10 c. Colour matching of patching materials to rectify imperfections cannot be guaranteed to match the concrete or painted surface.

11. VARIATIONS:

11 a. Floor illusions reserves the right to change the quoted price & the client agrees to be held financially accountable for any changes that may arise:

(1.) if a variation to the materials which are to be supplied is requested; or

(2.) if a variation to the works originally scheduled (including any applicable plans or specifications) is requested; or

(3.) where additional works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, stair work, additional floor preparation, hand grinding or additional grinding, or

(4.) pre-existing defects or defects caused by third parties (other trades, insects, debris, etc.), change of design, prerequisite work by any third party not being completed, change of design, iron reinforcing rods in concrete, or hidden pipes and wiring etc) which are only discovered on commencement of the works.

(5.) in the event of increases to Floor illusions in the cost of labour or materials which are beyond Floor illusions control; or

(6.) if the commencement of the works is **three (3) months** or more from the date the quotation was supplied by Floor illusions.

(7.) Floor illusions reserves the right to withdraw the quotation if changes occur with the surface or site conditions.

Note - variations/ inconsistencies in concrete placement & finish are very possible. Such things as undulations, screed lines, boot prints & existing damage all play a huge part in your finished product's desired outcome & results. Existing coatings/ glues/ adhesives or floor coverings may be hiding unknown surprises that could not be known to contractor.

11 b. The start day & duration of works may change due to unforeseen weather conditions or delays in previous jobs.

Note-Take extra care when hiring a concrete contractor to pour your concrete slab. To achieve your desired finish, choose a reputable concreter with experience in polished concrete. If your slab has not been poured to the nationwide regulations, more products & hours of labour may be necessary to produce a product that you, the customer are happy with, which may incur additional charges. The contractor will not be held financially accountable for shoddy quality or install of the concrete slab.

VARIATION CHARGES:

11 c. Generator supply/hire - If no 32 amp 3-phase or 15 amp single phase is available on-site, an additional charge of \$100/day +GST may apply for supply/hire of generator.

11 d. \$250/hour +GST for large machine & labour, \$150/hour +GST for hand grinding and \$150/hour + GST per tradesman for labour only. (For commercial/ builder sites- delays due to other trades, materials left on project floor areas, limited or restricted access to power or water or similar may be charged at \$250/hour + GST per machine).

REMOVAL OF COATINGS:

11 e. Removal of coatings such as epoxies/ polyurethanes/ paints and adhesives so forth on top of a floor to become polished or honed concrete may result in changes in the desired stone exposure & colouration differences in overall colour of concrete slab due to hydration. All variations will be conveyed before and during the processes. The contractor will do their best to maintain the clients desired stone exposure. However, it cannot be guaranteed as variations in concrete finishing & placement may have changed this.

11 f. Due to concrete condition after removing coverings such as spray-crete, wet stencil, epoxies etc, additional charges may occur to cover the cost of unknown surprises to the contractor.

REMOVAL OF EXISTING TILES:

11 g. If the client is removing tiles to have the concrete underneath polished. You will be asked to sign a waiver. agreeing that you have been made aware of the likelihood of 'ghosting' and that we will not be held financially accountable if you decide not to proceed. 'Ghosting' can be a grid-like pattern left behind in the concrete, caused by hydration differences & the concrete curing at different rates. Moisture exposure between the tile to the exposed grout line can over time also cause hydration effects. These differences can be enhanced over time due to dirty water being pushed down into the concrete from washing the floor/substances being spilt or constant water exposure from an outside source.

12. CONSUMER GUARANTEES:

12 a. Where the client acquires or holds himself or herself out as acquiring the works for business as defined in the Consumer Guarantees Act of any amendments to that. then the Guarantee's Act shall not apply.

12 b. The parties agree and acknowledge that client had not made known to the contractor, any particular purpose for which the works is required or any specific result that the client desires to achieve in respect of the practices.

13. WARRANTY:

13 a. Subject to clause 12, the contractor warrants that all concrete sealers, epoxies, polyurethanes etc, will be used and installed correctly by the manufacturer's instructions and acceptable quality as defined by the Australian consumer Law. The contractor also warrants that they will carry out the works with all professional and reasonable care and skill.

13 b. Repaired cracks reappearing cannot be covered under any warranty as the concrete slab's movement or foundation is uncontrollable. The contractor shall have no liability regarding such cracking or variations so long as the contractor has complied with clause 13.

13 c. The client shall be entitled to a 1-year warranty on all overlay's products installed by the contractor for product failure or faulty quality. This covers excessive delamination, discolouration, flaking or chipping, anything cumulatively more considerable than the size of an A4 piece of paper is considered excessive. Anything smaller would be at the discretion of the contractor. This is only in place for customers who adhere to the maintenance instructions. The contractor will not be held responsible for due lack of care, mistreatment to new floor surfaces or environmental factors.

13 d. No warranty can be given for works over existing floor tiles. The contractor will not be held accountable for any products not adhering to the tiles, causing them to peel, discolour or the tile itself delaminating from the subfloor.

13 e. No warranty can be given against marks or stains on your concretes surface, due to car tyres or spills etc. No sealer manufacturer or supplier can give a warranty of this not happening. Please also refer to section 6e for more information.

EXTENDED WARRANTY:

13 f. An extended warranty is available to the client if the surface is re-sealed. buffed and maintained by the contractor at the customer's expense.

14. RETENTION OF TITLE:

14 a. Property in the works does not pass onto the client until full payment has cleared per this payment agreement.

14 b. Services, construction material and products produced by the contractor will remain the contractor's property until full payment has been received. If the full payment is not received by the due date, the contractor will have the right to enter the worksite/property and reclaim any materials used for, used during or as a result of construction by the contractor, to recover the cost of construction to the value of the amount owing to the contractor.

15: WEATHER:

Floor illusions reserves the right to change the project start dates if there is inclement weather conditions or general site conditions that would make it unsafe to access/ work or begin project works.

16. DEFECTS:

Once works are completed the client must inspect all materials on delivery (or the Works on completion) and must within **seven (7)** days of delivery notify floor illusions in writing of any area's client deems to be defective or fails to comply with the description or quote. Upon such notification the client must allow floor illusions access to inspect/ make good or to review the works provided within seven (7) days and must not withhold payment. Under applicable State, Territory and Commonwealth Law, certain statutory implied guarantees and warranties may be implied into these terms and conditions.

17. DEBT RECOVERY:

If any payment is not made when due, the client shall pay all costs incurred by the contractor to collect or attempt to collect the debt arising from a breach in this agreement. The term "all costs" includes but is not limited to all debt collectors, fees, legal fees on a solicitor, court filing charges and any other expenses of whatever nature incurred by the contractor in collecting or attempting to receive all or part of the debt.

18. CANCELLATION:

Without prejudice to any other remedies Floor illusions may, if at any time the client is in breach of any obligation (including those relating to payment) under these terms and conditions suspend or terminate the supply of works to the client. Floor illusions will not be liable to the client for any loss or damage the client suffers because Floor illusions has exercised its rights under this clause. Floor illusions may cancel any contract to which these terms and conditions apply or cancel delivery of works at any time before the works are commenced by giving written notice to the client. On giving such notice Floor illusions shall repay to the client any sums paid in respect of the price, less any amounts owing by the client to Floor illusions for works already performed. Floor illusions shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the client cancels the delivery of works the client shall be liable for any and all loss incurred (whether direct or indirect) by Floor illusions as a direct result of the cancellation (including, but not limited to, any loss of profits).

19. QUOTE EXPIRATION:

The project quotation outlined in the proposal is valid for thirty **(30)** days from the date. The contractor reserves the right to review and adjust the quote if the client does not approve the proposal within thirty (30) days, due to further degradation, or the price increase from suppliers or subcontractors.

20. MARKETING:

The client grants the contractor and any persons authorized. permission to film or photograph the building and works without the restraint. and allow its use for any promotional purposes without any recall, whether legal or monetary.

21. CRANE/ LIFTING EQUIPMENT:

Please understand our floor grinding machinery is over 500kgs, if access is not suitable or if we need to allow for lifting devices or additional labour to get the machinery onto the slab or into the project site, then additional fees may apply to the client.

22. SMOKE ALARMS/ DUST:

22 a. It is the client/ builder's responsibility to isolate any smoke alarms or particle systems in the premises as Floor illusions is not liable for any fire-rescue callout fees.

22 b. Floor illusions equipment is dustless, however during the grinding & preparation process, some fine dust can be generated and may settle throughout the site. Cleaning of this is not included.

23. CARE & MAINTENANCE:

23 a. At entry points, we recommend the use of mats or similar, to aid in the removal of grit & grime which will help to preserve the life of the floor surface.

23 b. Daily cleaning can be carried out with a vacuum, blower, or soft broom to help remove abrasive dirt particles.

23 c. When necessary, the floor should be cleaned with a well rung, almost dry microfibre floor mop. **PH-neutral** cleaning solutions in warm water are recommended.

23d. Like most flooring products your floor can be affected by excessive natural and artificial UV light. Your floor may discolour when exposed to excessive UV conditions for long periods. (For internal epoxy, metallic epoxy & topical coated floors we recommend installing window tinting and or light blocking curtains to help minimise UV exposure to completed surface)

24. SLIP TESTING:

Floor illusions have made no allowance or inclusions for slip testing, unless directly written in quotation.

25. PARKING:

Parking must be provided on-site for the duration of the works, if parking fines are received because of parking not being available, floor illusions may charge the client as a variation.



FINISHES & SURFACE DESCRIPTIONS

EPOXY FLOORING & RESURFACING

Generally, epoxy-based coatings & modified cement-based resurfacing products that visually enhance & protect concrete surfaces. We use specialised grinding equipment to grind & prepare the concrete surface (usually to a #30 grit finish as this has a high mechanical profile). From here large irregularities can be patched to ensure a suitable even coverage of the epoxy coating or resurfacing product to be applied. Generally, Epoxy coatings are installed using brush, trowel & or roller equipment & our resurfacing products are generally trowel applied or spray applied to achieve our finishes. These finishes are typically suited for residential garage floors, gymnasiums, workshops, amenities, driveways, paths & patio areas.

COMMERCIAL EPOXY & P.U. CEMENT FLOORING

Flooring systems tailored towards the commercial sector, including high performance polyurethane cement kitchen/ butcher/ brewery & cold room flooring systems, rapid cure & MMA coatings suitable for carparks & wash bays. Also incorporates hard wearing epoxy floors for sectors covering aviation, mechanical workshops, fitness centres & more. These systems must withstand many environmental factors including exposure to hot oils, boiling water & hot washing, caustic chemicals & cleaning products, abrasion by moveable trolley/ processing equipment and pedestrian traffic. Non-slip flooring is the foundation of safety in a wet, fast paced environment like a commercial kitchen/ seafood production or food & beverage facility.

POLISHED & HONED CONCRETE (Inc BURNISHED)

Polished concrete is a specialised multi-step process where a concrete floor is mechanically honed and polished with specifically bonded abrasives to cut a concrete floor's surface. It is then refined with each cut to achieve a specified level of appearance, including stone exposure and gloss level. The processes also include the use of high-quality penetrative chemicals known as hardeners/densifiers & grout. These penetrate the concrete. While using specialized machinery and tooling, this creates a chemical reaction to help harden, fill the 'pinholes', minimise the appearance or cracks and dust-proof the surface. This finish is for indoors only.

Honed concrete is generally an external/outdoor finish that offers an attractive flooring solution with a smooth matte finish. We will use specific diamond tooling to grind to the desired aggregate exposure. After this stage we can also carry out a 'Leather finish' where we acid wash the concrete around the aggregate to add greater slip resistance. We then apply a high-quality penetrative sealer (This is not a waterproofing membrane), leaving a hard-wearing non-slip finish. As this finish is **not** typically grouted, like polished concrete, there will be small air pockets or pinholes due to the concrete's fundamental nature.

Burnished or minimal exposure is a finish where there is no aggregate exposed, and it has a creamy lustrous finish. Your concrete installer must be made aware of your desired finish, so when finishing is taking place, they will use a helicopter to burnish the concrete until blackened with a swirling pattern. Due to the finish not being cut back stains and marks may be visible.

LUXE FINISHES

These unique finishes are all completely custom, one-of-a-kind creations including our signature Deck-Crete overlay, faux sandstone/Greystone resurfacing, distinctive metallic marble epoxy finishes & decorative overlay systems. All these finishes are tailored to suit each individual project & specific outcome required. Generally created using a spray-on finish or trowel applied resurfacing based products & epoxy resins to create decorative swirls, colour variations & a truly bespoke piece of functional art.

We Thank you for your time, your understanding & your co-operation. If you have any further questions, please get in touch with us or give us a call.

CONTACT INFORMATION

MOBILE: 0418 851 509

EMAIL: info@floorillusions.com.au

WEBSITE: www.floorillusions.com.au

FACEBOOK: @Floorillusions

INSTAGRAM: @floor_illusions