

HEADS OF AGREEMENT SUMMARY of Cornerstone Renovations and Projects (Cornerstone) (ABN 39 695 278 070) Standard Refurbishment, Renovation and Painting Terms and Conditions (full version available on request).

In addition to the Quotation, the Client hereby agrees to/with the following:

(A) Definitions and General:

(a) **“CORNERSTONE”** means Cornerstone Renovations and Projects Pty Ltd. (b) **“Contractor”** includes the owners, staff and subcontractors of CORNERSTONE. (c) **“Client”** means the Person/s, Business, Company owning, or Renting the Premises from the Landlord, who is ordering the Services as specified in any quotation, invoice, document or order. (d) **“Service/s”** means refurbishment, renovation, painting and any other related or associated works to be affected, as well as services or materials supplied by CORNERSTONE to the Client or at the Clients Premises. Unless stated in the quotation, verbal undertakings between CORNERSTONE and the Client are invalid and unenforceable. The words Service/s and Work/s are interchangeable. (e) **“Premises”** means an address specified by the Client.

(f) **“Cosmetic repair”** means a simple, temporary surface repair of visible surfaces, and does not include structural repairs, or additions to hidden structures such as timber, bricks, steel etc. (g) **“Presentable standard”** means to a standard that looks suitable or good enough for photographs, videos, occupation and/or for sale. When for sale - it is with the understanding that the next property owner may likely complete renovations to the Premises, thereby improving the standard. Presentable standard is a lower standard than aesthetic or perception standard.

- The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract, at all times act in good faith.
- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an Order for, or accepts delivery of any Services. Placing an Order includes Verbal Acceptance, Signing the Quotation, Sending Acceptance via Email/Text, or paying a Deposit or Booking Fee.
- Where the Client is a tenant (and therefore not the owner of the land and Premises where the Services are to be performed) then the Client warrants that full consent has been obtained from the owner, or from the owners' property agent, for CORNERSTONE to perform the Services on the owner's land and Premises.
- The Client acknowledges and agrees that they shall be personally liable for full payment of the Fee for all Services provided under this agreement; and to indemnify and hold blameless CORNERSTONE against any claim made by the Client, Owner or Agent of the Premises (howsoever arising), in relation to the performance or completion of the Services by CORNERSTONE.
- The Client acknowledges, accepts and agrees that all works completed are to a Presentable Standard only.
- The Client will ensure that no rubbish is left in the Premises; and ensure the supply and access to all services and utilities as required to provide the Services (power, hot and cold water, lighting, toilet facilities, rubbish bins etc.). If not, additional fees may be incurred by the Client, and this will be payable before commencement of the Services.
- The Client will advise CORNERSTONE prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, at the Premises.
- The Client will provide the Contractor/s with a safe working environment at the Premises, and with unencumbered and unobstructed access to those areas requiring the Services.
- The Client is authorized to use the Premises and obtain the provision of Services for the Premises.
- If the Client requires the Contractor/s to complete Services behind or under any heavy items (e.g., a fridge, bookshelf, or other item), the Client will move those items prior to the commencement of the Services. The Client will move those items back after completion of the Services. If not, additional fees (variation) will be incurred by the Client.
- If the Premises are vacated, the Client gives permission to CORNERSTONE to leave windows open, and/or air-conditioning systems operating, to assist with the drying of carpets or dissipation of odours, etc. (if applicable).
- The Client accepts full responsibility for ensuring the safety and health of all the persons and pets on the Premises (including staff, adults, children and all pets) and will ensure that they do not enter the area/s where the Services are being completed.
- The Client accepts and agrees that they remain responsible for safeguarding the Premises/Property at all times and that such responsibility cannot be delegated to CORNERSTONE.
- The Client accepts that CORNERSTONE has an obligation/duty of care to inform any interested third party of any unsafe, unfavourable or adverse conditions found in the Premises.
- CORNERSTONE endeavors to achieve a standard of Services that are to a presentable standard; but the Client accepts that no guarantee in regards to this is given by CORNERSTONE.
- The Client acknowledges that CORNERSTONE enjoy an outstanding reputation for excellence within the industry and that CORNERSTONE conduct all their business dealings in an honest, ethical and fair way. Therefore, CORNERSTONE reserves the right to disagree with or challenge any adverse Rental Agency/Property Management Company/Owners/Landlord/Client's inspection findings that require rectification, and CORNERSTONE may, at their sole discretion only, refuse the completion of any or all further remedial actions identified or requested.
- The Client agrees to allow CORNERSTONE to take any photographs or video recordings of the Premises, which can be used for record keeping, dispute resolution and training purposes.
- The Client will secure or remove any and all fragile, delicate, breakable or valuable items, or items of sentimental value prior to the commencement of the Service.
- Cornerstone takes no responsibility for unmentioned or unforeseen faults or maintenance not quoted that may exist or any change in condition.
- Services are limited to those detailed as per our quotation. Any associated Services not detailed in the quotation will be charged accordingly.
- Any quotation issued does not allow for consequences caused by hidden or unseen events arising from normal refurbishment, renovation and makeover procedures. Hidden or unseen events are defined as those that are not visible or accessible to, or not made aware of at the time of inspection or quotation.
- Although every reasonable effort will be taken to prevent accidents and damage, CORNERSTONE will not be held liable for any damage to, or repairs required when drilling, screwing or nailing into walls, floors, ceilings or any other part of the Client's Premises. It is possible when drilling, screwing or nailing into walls, floors, ceilings or any other part of the Client's property to accidentally damage hidden electrical wiring, plumbing or other objects or services. CORNERSTONE will not be held liable for any damage of this nature incurred on the Client's Premises. CORNERSTONE will not be held liable for any costs incurred by the Clients to rectify damage caused by CORNERSTONE
- All supplies and materials utilised for any of the Services remain the property of CORNERSTONE until payment in full is received.
- DRAWINGS - Shall mean architectural drawings prepared in respect of the Services, if the Services requires such drawings, which shall be supplied by the Client unless CORNERSTONE is specifically instructed to have the drawings prepared by an architect, at such additional fees as may be agreed upon.
- PRACTICAL COMPLETION - Shall mean the date on which the Services have been completed and handed over to the Client together with CORNERSTONE's final invoice in respect of the Services so completed. The Client shall be obliged to accept the Services and the final invoice, subject to the Client's rights to request the repair of any defects that may manifest itself as set out in this agreement
- MATERIALS - Shall mean any and all materials, appliances and apparatuses to be installed, or used in the execution of the Services.
- EQUIPMENT - Shall mean such tools and machinery as may be necessary to execute the Services.
- PROVISION OF MATERIALS AND EQUIPMENT
 - Unless the contrary is specified in the quotation, CORNERSTONE shall provide all materials and equipment necessary for the proper execution of the Services (excluding scaffolding unless stated in the quotation). All materials shall be of the kind and quality as described in the quotation, alternatively in terms of the architect's specifications, if applicable.
 - CORNERSTONE reserve the right, at its sole discretion, to provide suitably alternative and equivalent products to those ordered by the Client, should those products have been superseded, replaced or otherwise become unavailable.
 - Products are sold as seen with no warranty against latent defects. All guarantees, including common law guarantees, are hereby specifically excluded.
 - If the Client supplies any materials, or equipment, and or, accessories to be utilized in the Services, CORNERSTONE shall not be responsible for any defects thereto, nor the quality thereof, it being agreed that CORNERSTONE shall accept such materials, and accessories, in the condition in which it is delivered to be utilized in the execution of the Services. Extra costs incurred through the use of defective materials or equipment supplied shall be for the Clients account.
 - All fixed and unfixed materials purchased by CORNERSTONE shall be deemed to be under the control of CORNERSTONE and subject to their lien for payment of any amounts which may become owing in terms of the Agreement. It is recorded that any materials which have been purchased by CORNERSTONE and affixed to the Premises shall remain the property of CORNERSTONE until payment in full has been affected by the Client. Once payment in terms of the agreement has been affected in full, all materials which have been fixed to the Premises shall become the sole and exclusive property of the Client and all unfixed materials shall be removed from the Premises, the unfixed materials being deemed the property of CORNERSTONE.
 - During the execution of the Services, the Client shall take reasonable steps to protect all material, equipment and tools on their Premises from the risk of loss, theft or damage thereto, in CORNERSTONE's absence. In the event of loss, or theft the Client agrees to replace such material, equipment and tools at his expense. CORNERSTONE shall, during their presence on the Premises, be responsible for all their materials, equipment and tools on the Premises and shall exercise the same caution to protect the Clients interests in the materials, equipment and tools from the risk of loss, theft or damage.
- EXECUTION OF SERVICES IN ACCORDANCE WITH AGREEMENT AND DRAWINGS
 - CORNERSTONE shall not make any variation to the drawings, if applicable, and shall affect the Services strictly in accordance with the drawings, alternatively the specifications of the Services as recorded in the quotation. Any deviation from the drawings, or specifications in the quotation shall only be affected if it is properly recorded and signed by CORNERSTONE and the Client, or their architect if applicable, and without such written variation in respect of the Services, CORNERSTONE shall not be obliged to give effect to any additional requirements, or instructions from the Client.
 - If the Client requires any additional Services, variations, or alterations from the Services as specified in the quotation, they shall advise CORNERSTONE thereof and CORNERSTONE shall, within Forty-Eight (48) hours, inform the Client of the cost and time implications occasioned by such a variation. If the Client accepts the additional costs and time implications, a written acknowledgement specifying the additional costs and time required for purposes of completion of the Services, shall be prepared by CORNERSTONE

and presented to the Client for their authorisation. On an acceptance signature, email or text by the Client (not verbal) CORNERSTONE shall immediately proceed to give effect to the Client's instructions, as varied by the written acknowledgement.

- The Client understands and accepts that CORNERSTONE specifically do not resolve, solve or mitigate the causes or sources of rising damp, leaks, mould or water/moisture ingress; nor resolve, solve or mitigate the causes or sources of water/moisture damage to any building materials (but rather only offer a simple temporary cosmetic repair to damaged materials).

Water proofing and associated structural repair services are performed by specialists and do not form part of any scope of works, Services, guarantee or warranty offered by CORNERSTONE.

- **EXCLUSION/LIMITATION OF LIABILITY**

CORNERSTONE, its staff and subcontractors shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the Services or works offered, being completed or completed at the Clients premises, including without limitation any liability: -

- as a seller or reseller of any products or services,
- for any defective products,
- for any incorrect or inaccurate information,
- for statements or conduct of any third party on the Clients Premises,
- or for any other matter relating to the Clients Premises.

This is a comprehensive limitation of liability that applies to all damages of any kind, including without limitation any direct, indirect, special, incidental or consequential damages (including without limitation damages for loss of business, loss of profits, loss of good will, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including without limitation negligence), product liability or otherwise, even if the Client advises of the possibility of such damages. Notwithstanding the foregoing, the sole and entire maximum liability of CORNERSTONE, its staff and subcontractors for any reason, and the Clients sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount of 10% of the amount paid by the Client for any product or service purchased by you from CORNERSTONE, its staff and subcontractors.

INDEMNITY

The Client agrees to indemnify, defend and hold harmless CORNERSTONE, its staff and subcontractors against all claims, demands, causes of action, losses, expenses, damages and costs, including without limitation any reasonable solicitor's fees, resulting or arising from or relating to any Services or works conducted by CORNERSTONE, its staff and subcontractors.

- **DELAY IN COMPLETION OF THE SERVICES**

If the Services are delayed by an act of God, vis major, exceptionally inclement weather, ill health or any other cause beyond the reasonable control of CORNERSTONE, CORNERSTONE shall be entitled to an extension for the completion of the Services, notwithstanding that the time of completion may have been specified as being of the essence, it being agreed that the time for performance will be extended for such a period as the Services may have been interrupted for one of the reasons set out in this clause.

- **SUSPENSION OF SERVICES**

CORNERSTONE shall be entitled to suspend performance of the Services in terms of this agreement in the event of:

A breach by the Client to include, but not be limited to:

- Non-payment of any interim invoice, or amounts on the date on which it may be owing in terms of this agreement.
- The failure by the Client to supply any material in terms of its obligations that may be reasonably required for the performance of the Services by CORNERSTONE.
- The Client not granting CORNERSTONE access to the Services or Premises, or any part thereof.
- The Client not making available any electricity, water, gas or other service which may be required for purposes of the execution of the Services.
- The Client not making available any drawings by an architect, or not arranging for the appointment of an engineer, where required, for the performance of the Services.
- Where the Client fails to remedy its obligations to enable CORNERSTONE to proceed with the Services.

In the event of CORNERSTONE having to suspend performance of the Services in terms of this agreement CORNERSTONE shall be entitled to immediately: -

- Cancel this agreement and retain all amounts paid.
- Insist on payment of the balance of the contract price as stipulated in the quotation.
- Remove all unfixed materials from the Premises without any compensation to the Client.
- Remove any machinery and equipment from the Premises.
- Exercise their lien in respect of payment for all amounts that may be due and owing in terms of the agreement.

- **GUARANTEES AND WARRANTIES**

CORNERSTONE shall complete the Services to the reasonable satisfaction of the Client according to acceptable standards of workmanship and to a presentable standard. All Services shall be guaranteed against latent defects as a result of defective workmanship only for a period of three (3) months from date of the final settlement of CORNERSTONE's account, and will only apply to Services carried out directly by CORNERSTONE. CORNERSTONE reserve the right to withhold their guarantee if their terms and conditions are not adhered to. Superficial cracks that may appear as a result of materials drying shall not be regarded as defects. Any claims in respect of defective materials shall be directed by the Client directly to the supplier.

- Correction or Alteration - If the Client is reasonably of the opinion that goods or Services provided are not in accordance with those agreed to be provided by the CORNERSTONE, the Client must within 7 days of the Invoice date notify CORNERSTONE in writing of any defects or errors identified by the Client and of which the Client requires rectification.
- CORNERSTONE must consider any requests for rectification provided by the Client and:
 - (a) if not in agreement with the requests, explain to the Client the reasons for disagreement;
 - (b) if in agreement with the requests, attend to any rectification work required.
- 7 days after the Invoice date, the Client is deemed to be satisfied with the goods or Services provided.
- Unless required urgently due to safety concerns, CORNERSTONE will undertake any rectification work as it is available to do so, and not in priority to other contracted work elsewhere.

(B) Fee/Job Estimates Clauses

- The actual fee payable by the Client is calculated on either:
 - a. An agreed fee for the outcome- i.e., a fixed fee for the outcome (the Services) excluding any possible future variations; irrespective of how long it takes to complete. This is CORNERSTONE' almost exclusive means of quoting – our pricing is a reflection of our talent, experience and thoroughness; **OR**
 - b. The total number of hours worked by the Contractor/s and/or by the quoted contracted time duration allocated/estimated at time of the Placement of an Order.
- Any fee quoted by CORNERSTONE is an estimate only, based on CORNERSTONE' experience, based on information provided by the Client, and may increase. Quotes are valid for a period of 30 days.
- The fee quoted is based upon the viewed condition of the Premises on date of initial quote inspection, and based only on what is easily visible (not hidden from view).
- If at the commencement or during providing the Services, it is apparent that the actual cost/fee, of/for the Services, will exceed the quotation provided by CORNERSTONE, then CORNERSTONE reserves the right to provide the Client with the option to pay an increased fee to complete the Services, or pay the quoted amount without the entire Service being completed. Such increased fee will be treated as a variation to the existing contract, and payable at the Service Time (i.e., while the Contractor/s are on site completing the Services).
- Should CORNERSTONE quote without the Premises first being viewed (i.e., a site unseen estimate); then CORNERSTONE reserves the right to adjust the fee if on the day of the Services the Premises is found to be not as described by the Client, or is dirtier than expected. Any additional fees must be agreed with, and paid by, the Client prior to commencement.
- Any fee quoted is prepared with a number of items and cost considerations making up the total quotation (for example- materials, no. of trips or Contractor/s required etc.). These individual amounts have been calculated in our quotation under the hopeful and reasonable assumption that the Client is to engage CORNERSTONE for the quotations entire scope of works. Due to this economy of scale, the quoted amounts will reflect values that would have allowed the Client to enjoy a saving. Should the Client subsequently only engage our Services for some of the items covered in our original quotation, then CORNERSTONE will adjust the prices (fee) upwards for the remaining, fewer contracted scope of works items, as economy of scale no longer exists or can be enjoyed by the Client.
- Estimates are based on quantities taken from drawings or site inspections only. CORNERSTONE will not be responsible for any variations to quantity, but the Client will be charged at the rates shown for actual requirements. Please check that the information provided agrees with your own understanding/s and specifications. The responsibility for the accuracy of the information remains at all times with the Client.
- The client is to be aware that the total contract price agreed upon herein does not include possible latent expenses arising from hidden obstructions and difficulties encountered.
- Where applicable; the responsibility lies with the Client to locate any services in walls or underground; failing to abide by this requirement could result in damage to said services, of which the Client will be liable for all costs involving the repair and re-commissioning thereof.
- It is the signatory's responsibility to ensure that all effected neighbours have been notified of the works to be completed.
- Depending on the size of the scope of works, it may be necessary to deem the Premises as a work site, therefore access could be restricted during the duration of the construction for safety reasons. Construction site rules will then apply.
- Cosmetic repair means a simple surface repair of visible surfaces, and does not include structural repairs, water damage repairs, or additions to hidden structures such as timber batons, bricks, steel etc. The repair work will still be visible (but to a far lesser extent) as the required underlying structural or water damage repairs have not been completed. Furthermore, cosmetic repairs are a far shorter-term treatment/solution than thorough structural repairs/replacement, or than the replacement of water damaged material.
- Presentable standard, in this context, means to a standard that looks suitable and good enough for occupation.
- Structural repairs (cracks etc.) are identified by a structural engineer. CORNERSTONE do not complete structural repairs, or utilize crack stitching techniques using profiled stainless-steel bars, resin grout/epoxy resins etc. The Client accepts and understands that CORNERSTONE only complete cosmetic repairs to cracks and surfaces.
- Unless specifically) stated in the quotation, scaffolding has not been allowed for this project. Should it be decided that for safety reasons scaffolding is required then this would be an addition to contract (variation).

(C) Bookings and Booking Fee Clauses

- CORNERSTONE reserves the right not to accept, postpone, or to cancel, a booking for any reason and at any time.
- A booking fee of 50% of the quoted fee is required in order to **secure** the booking. The booking fee must be received **at least 1 week before** commencement of the Services.

(D) Payment Terms (Balance of payment) prior to the date of the Services; and Variations to Contract Clauses

- **Balance of Payment:** As per quotation stipulation.
- **Variations:** The Client agrees that any variations to the contract must be paid at the Service Time (i.e., during the time that the Contractor/s are at the Premises).

(E) Postponement and Cancellation Fees Clauses

- The Client must provide CORNERSTONE with at least 48 hours' written notice prior to the Service Time, if they wish to **postpone** or **cancel** the Services for any reason. (Service Time - or commencement time for these purposes - would be 8am on the booked date for the Services.)
- * In the event of **postponement** by the Client, that such notice has been received in writing, CORNERSTONE will endeavour to reschedule the Services, and the Booking Fee will be retained.
- * In the event the Client requests the **cancellation** of the Services, that such notice has been received in writing, and CORNERSTONE accepts the validity of the reason given for the cancellation, the Booking Fee will be returned. The acceptance or rejection of the validity of the reason given by the Client for the cancellation is solely at the discretion of CORNERSTONE.
- In the event that the Client does not provide 48 hours' written notice prior to the commencement of the Services to postpone or cancel the Services, or under the circumstances of the Client cancelling the Services without a valid reason (see above), the Client hereby agrees to pay a cancellation fee of 25% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received by CORNERSTONE returned to the Client. Should the cancellation fee be more than the total payments received from the Client for the Services then the Client hereby agrees to pay such shortfall to CORNERSTONE.


(F) Fee for Non-access to Premises and Delayed Access (variation) Clauses


- In the event that the Client does not provide **unencumbered access** to the Premises for CORNERSTONE to provide the Services on the agreed date for the Service, the Client hereby agrees to pay a cancellation fee of 25% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received returned to the Client. Should the cancellation fee be more than the total payments received from the Client, then the Client agrees to pay such shortfall to CORNERSTONE.
- **Delayed Access on date of Service:** The Client agrees to pay a delay fee equivalent to the number of hours the Services are delayed multiplied by the number of Contractors @ \$75 nominal rate per hour for loss of time. The Client agrees that any delay fees must be paid in addition to any outstanding balance of the quoted amount at the Service Time.

(G) Differences, Contradictions and Omissions Clause

- Where the Terms and Conditions in this Heads of Agreement document are different in any way to any of the Terms and Conditions found on CORNERSTONE's Website, or there are any contradictions or omissions between the documents; then the terms and conditions in this Heads of Agreement will be the accepted and agreed Terms and Conditions.

* Signed having read, understood and agreed to this Heads of Agreement Summary.

 **Agreed and accepted by:** Name: _____ Signature: _____ Date: _____

042 622 0336		office@cornerstonereno.com.au		ABN: 39 695 278 070	
0424 149 162		www.cornerstonereno.com.au		Builders Licence: BLD 275127	

HEADS OF AGREEMENT SUMMARY of Cornerstone Renovations and Projects (Cornerstone) (ABN 39 695 278 070) Cleaning and Concierge Terms and Conditions of Quotation and Tender documentation - full versions available on our website: Cornerstonereno.com.au.

In addition to the Quotation, the Client hereby agrees to/with the following:

(A) Definitions and General:

(a) "CORNERSTONE" means Cornerstone Renovations and Projects Pty Ltd **(b) "Client"** means the owner of the Premises ordering the Services as specified in any quotation, invoice, document or order. **(c) "Service/s"** means internal Cleaning Works, Services or Materials supplied by CORNERSTONE to a Presentable Standard at the Clients Premises. Specifically excludes carpet cleaning, window cleaning, oven cleaning, furniture and fittings, and all external areas such as garage/carport areas, pergolas, walkways, lights, garden, driveways, external doors etc., unless requested and stated in the quotation. When included, the window cleaning component of the Services is to both inside and out, where screens are easily removable, there are no cracks on the window panes, and the windows are easy to open. Window cleaning does not include the removal of paint, cement, tough permanent stains or similar marks. Unless stated in the quotation, verbal undertakings between the Client and CORNERSTONE are invalid and unenforceable. **(d) "Premises"** means an address specified by the Client. **(e) "Cleaner/s"** includes the owners, staff and subcontractors of Cornerstone. **(f) "Presentable standard"** means to external visible surfaces, and to a standard that looks suitable or good enough for photographs, videos and for a pending viewing. Pending viewing would be within a few days of the Services being completed, and where the Client has taken all steps to ensure the standard of cleanliness is maintained until the viewing date.

- The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract, at all times act in good faith.
- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an Order for, or accepts delivery of any Services. Placing an Order includes Verbal Acceptance, Signing the Quotation, Sending Acceptance via Email/Text, or paying a Deposit or Booking Fee.
- The Client warrants that they are individually entitled to contract CORNERSTONE for the provision of the Services on the land and Premises.
- The Client acknowledges and agrees that they shall be personally liable for full payment of the Fee for all Services provided under this agreement; and to indemnify and hold blameless CORNERSTONE against any claim made by the Client or Agent of the Premises (howsoever arising), in relation to the performance or completion of the Services by CORNERSTONE.
- The client will ensure that no rubbish is left in the Premises; and ensure the supply and access to all services and utilities as required to provide the Services (power, hot and cold water, lighting, toilet facilities, rubbish bins etc.). If not, additional fees may be incurred by the Client, and this will be payable before commencement of the Services.
- The Client will provide a safe working environment at the Premises for the Cleaner/s to perform the Services. The Client will advise CORNERSTONE prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, at the Premises.
- The Client will ensure that the Cleaner/s will have unencumbered and unobstructed access to those areas of the Premises requiring the Services.
- If the Client requires the Cleaner/s to clean behind or under any heavy items (e.g., a fridge, bookshelf, or other item), the Client will move those items prior to the commencement of the Services. The Client will move those items back after completion of the Services. If not, additional fees (variation) will be incurred by the Client.
- CORNERSTONE endeavors to achieve a standard of cleanliness that assists the Client in preparing the Premises for photographs and/or viewing; but the Client accepts that no guarantee in regards to obtaining a sale of the Premises is given by CORNERSTONE.
- In the event where other trade works are being completed to the premises then the Client must arrange for the Cleaning Services to be completed only after all the other trade works are completed and the area vacated. Furniture staging; however, must occur only after CORNERSTONE's Cleaning Services are completed.
- The Client gives permission to CORNERSTONE to leave windows open, and/or air-conditioning systems operating, to assist with the drying of carpets if carpet cleaning is completed. The Client agrees to safeguard the property during this time, as well as to close the windows and switch off the air-conditioning system once the carpets are dry.
- The Client acknowledges that CORNERSTONE enjoy an outstanding reputation for excellence within the industry, and conduct all its business dealings in an honest, ethical and fair way.
- CORNERSTONE views the potential for nonpayment of the fee for the Services as a moderate to high risk, and the Client accepts that view is understandable.
- The Client agrees to allow CORNERSTONE to take any photographs or video recordings of the Premises, which can be used for record keeping, dispute resolution and training purposes.
- The Client will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, food, or items of sentimental value prior to the commencement of the Service; unless the securing or removal thereof is not practicable and agreement is given by CORNERSTONE.

(B) Fee/Job Estimates Clauses

- The actual fee payable by the Client for Cleaning to a Presentable Standard is calculated on either:
 - a. An agreed fee for the outcome- i.e., a fixed fee for the outcome (the Services) excluding any possible future variations; irrespective of how long it takes to complete. This is CORNERSTONE' almost exclusive means of quoting – our pricing is a reflection of our talent, experience and thoroughness; **OR**
 - b. The total number of hours worked by the Cleaner/s and/or by the quoted contracted time duration allocated/estimated at time of the Placement of an Order.
- Any fee quoted by CORNERSTONE is an estimate only, based on CORNERSTONE' experience, based on information provided by the Client, and may increase. Quotes are valid for a period of 30 days.
- The fee quoted is based upon the viewed condition of the Premises on date of initial quote inspection, and based only on what is easily visible (not hidden from view).
- If at the commencement or during the course of providing the Services, it is apparent that the actual cost/fee, *off* for the Services, will exceed the quotation provided by CORNERSTONE, then CORNERSTONE reserves the right to provide the Client with the option to pay an increased fee to complete the Services, or pay the quoted amount without the entire Service being completed. *(Examples of this would be where the Premises is found to be in a far dirtier condition, or where other trades have left dirt and grime, than when viewed for quotation purposes.)* Such increased fee will be treated as a variation to the existing contract, and payable at the Service Time (i.e., while the Cleaner/s are on site completing the Services).
- In the event any fee is quoted without the Premises first being viewed by CORNERSTONE (i.e., an unseen estimate); then CORNERSTONE reserves the right to adjust the fee if on the day of the Services the Premises is found to be not as described by the Client, or is dirtier than expected. Any additional fees must be agreed with, and paid by, the Client prior to commencement.
- Any fee quoted is prepared with a number of items and cost considerations making up the total quotation (for example- materials, windows, no. of trips or Cleaner/s required etc.). These individual amounts have been calculated in our quotation under the hopeful and reasonable assumption that the Client is to engage CORNERSTONE for the quotations entire scope of works. Due to this economy of scale, the quoted amounts will reflect values that would have allowed the Client to enjoy a saving. Should the Client subsequently only engage our cleaning Services for some of the items covered in our original quotation, then CORNERSTONE will adjust the prices (fee) upwards for the remaining, fewer contracted scope of works items, as economy of scale no longer exists or can be enjoyed by the Client.

(C) Bookings and Booking Fee Clauses

- CORNERSTONE reserves the right not to accept, postpone, or to cancel, a booking for any reason and at any time.
- A booking fee of 50% of the quoted fee is required in order to **secure** the booking. The booking fee must be received **at least 1 week before** commencement of the Services.

(D) Payment Terms (Balance of payment) prior to the date of the Services; and Variations to Contract Clauses

- **Balance of Payment:** The Client agrees to pay the balance owing for the agreed quotation (fee) provided by CORNERSTONE **in full at least one day before** the commencement of the Services. Should the balance owing not be paid at least one day prior to the date of the commencement of the Services then CORNERSTONE reserves the right to view such non-payment as a Cancellation of the Services, and will therefore not commence the Services. Please see the Cancellation Fees Clause (E) below.
- **Variations:** The Client agrees that any variations to the contract must be paid at the Service Time (i.e., during the time that the Cleaner/s are at the Premises).

(E) Postponement and Cancellation Fees Clauses

- The Client must provide CORNERSTONE with at least 48 hours' written notice prior to the Service Time, if they wish to **postpone** or **cancel** the Services for any reason. (Service Time - or commencement time for these purposes - would be 8am on the booked date for the Services).
- * In the event of **postponement** by the Client, that such notice has been received in writing, CORNERSTONE will endeavor to reschedule the Services, and the Booking Fee will be retained.
- * In the event the Client requests the **cancellation** of the Services, that such notice has been received in writing, and CORNERSTONE accepts the validity of the reason given for the cancellation, the Booking Fee will be returned. The acceptance or rejection of the validity of the reason given by the Client for the cancellation is solely at the discretion of CORNERSTONE.
- In the event that the Client does not provide 48 hours' written notice prior to the commencement of the Services to postpone or cancel the Services, or under the circumstances of the Client cancelling the Services without a valid reason (see above), the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received by CORNERSTONE returned to the Client. Should the cancellation fee be more than the total payments received from the Client for the Services then the Client hereby agrees to pay such shortfall to CORNERSTONE.

(F) Fee for Non-access to Premises and Delayed Access (variation) Clauses

- In the event that the Client does not provide **unencumbered access** to the Premises for CORNERSTONE to provide the Services on the agreed date for the Service, the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received returned to the Client. Should the cancellation fee be more than the total payments received from the Client, then the Client agrees to pay such shortfall to CORNERSTONE.
- In the event that CORNERSTONE agrees to continue the Services even with unencumbered access (e.g., other trades or staging occurring at the Premises), then the Client accepts that the result of the Services completed will be a drastically reduced standard of cleanliness.
- **Delayed Access on date of Service:** The Client agrees to pay a delay fee equivalent to the number of hours the Services are delayed multiplied by the number of Cleaners @ \$40 nominal rate per hour for loss of time. The Client agrees that any delay fees must be paid in addition to any outstanding balance of the quoted amount at the Service Time.

(G) Differences, Contradictions and Omissions Clause

- Where the Terms and Conditions in this Heads of Agreement document are different in any way to any of the Terms and Conditions found on CORNERSTONE's Website, or there are any contradictions or omissions between the two documents; then the terms and conditions in this Heads of Agreement will be the accepted and agreed Terms and Conditions.

**** Signed having read and agreed to the summarised Heads of Agreement on this page, and the full T&C's available on our website, namely:
Cornerstonereno.com.au**



Agreed and accepted by: Name: _____ Signature: _____ Date: _____

042 622 0336		office@cornerstonereno.com.au		ABN: 39 695 278 070	
0424 149 162		www.cornerstonereno.com.au		Builders Licence: BLD 275127	

HEADS OF AGREEMENT SUMMARY of Cornerstone Renovations and Projects (Cornerstone) (ABN 39 695 278 070) Standard Terms and Conditions (full version available on our website, namely: Cornerstonereno.com.au).

In addition to the Quotation, the Client hereby agrees to/with the following:

(A) Definitions and General:

(a) “CORNERSTONE” means Cornerstone Renovations and Projects Pty Ltd.. (b) “Client” means the person/s renting the Premises from the Landlord who is ordering the Services as specified in any quotation, invoice, document or order. (c) “Service/s” means internal Cleaning Works, Services or Materials supplied by CORNERSTONE to the Client or at the Clients Rental Premises. Specifically excludes carpet and window cleaning, oven cleaning, furniture and fittings, and all external areas such as garage/carport areas, pergolas, walkways, lights, garden, driveways, external doors etc., unless requested and stated in the quotation. When included, the window cleaning component of the Services is to both inside and out, where screens are easily removable, there are no cracks on the window panes, and the windows are easy to open. Window cleaning does not include the removal of paint, cement, tough permanent stains or similar marks. Unless stated in the quotation, verbal undertakings between CORNERSTONE and the Client are invalid and unenforceable. (d) “Premises” means an address specified by the Client. (e) “Cleaner/s” includes the owners, staff and subcontractors of CORNERSTONE.

- The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract, at all times act in good faith.
- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an Order for, or accepts delivery of any Services. Placing an Order includes Verbal Acceptance, Signing the Quotation, Sending Acceptance via Email/Text, or paying a Deposit or Booking Fee.
- Where the Client is a tenant (and therefore not the owner of the land and Premises where the Services are to be performed) then the Client warrants that full consent has been obtained from the owner, or from the owners' property agent, for CORNERSTONE to perform the Services on the owner's land and Premises.
- The Client acknowledges and agrees that they shall be personally liable for full payment of the Fee for all Services provided under this agreement; and to indemnify and hold blameless CORNERSTONE against any claim made by the Client, Owner or Agent of the Premises (howsoever arising), in relation to the performance or completion of the Services by CORNERSTONE.
- The Client will ensure that no rubbish is left in the Premises; and ensure the supply and access to all services and utilities as required to provide the Services (power, hot and cold water, lighting, toilet facilities, rubbish bins etc.). If not, additional fees may be incurred by the Client, and this will be payable before commencement of the Services.
- The Client will advise CORNERSTONE prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, at the Premises.
- The Client will provide the Cleaner/s with a safe working environment at the Premises, and with unencumbered and unobstructed access to those areas requiring the Services.
- The Client is authorized to use the Premises and obtain the provision of Services for the Premises.
- If the Client requires the Cleaner/s to clean behind or under any heavy items (e.g., a fridge, bookshelf, or other item), the Client will move those items prior to the commencement of the Services. The Client will move those items back after completion of the Services. If not, additional fees (variation) will be incurred by the Client.
- As the Premises are vacated, the Client gives permission to CORNERSTONE to leave windows open, and/or air-conditioning systems operating, to assist with the drying of carpets (if applicable). The Client remains responsible for safeguarding the property until the end of their lease, and agrees to close the windows and turn off the air-con system once the carpets are dry.
- The Client accepts that CORNERSTONE has an obligation/duty of care to inform any interested third party of any unsafe, unfavourable or adverse conditions found in the Premises.
- CORNERSTONE endeavors to achieve a standard of cleanliness that assists the Client in requesting their rental bond return; but the Client accepts that no guarantee in regards to receiving the rental bond is given by CORNERSTONE. The standard achieved is valid for one day, during which time the Premises must remain vacant and there are no adverse weather events etc.
- Exit inspections must occur within one day of the completion of Services to ensure that the Premises is inspected in the same condition as it was prepared and left by CORNERSTONE.
- The Client acknowledges that CORNERSTONE enjoy an outstanding reputation for excellence within the industry and that CORNERSTONE conduct all their business dealings in an honest, ethical and fair way. Therefore, CORNERSTONE reserves the right to disagree with or challenge any adverse Rental Agency/Property Management Company/Landlord/Client's inspection findings that require cleaning rectification, and CORNERSTONE may, at their sole discretion only, refuse the completion of any or all further remedial cleaning actions identified or requested.
- CORNERSTONE views the potential for nonpayment of the fee for the Services as a moderate to high risk, and the Client accepts that view is understandable.
- The Client agrees to allow CORNERSTONE to take any photographs or video recordings of the Premises, which can be used for record keeping, dispute resolution and training purposes.
- The Client will secure or remove any and all fragile, delicate, breakable or valuable items, or items of sentimental value prior to the commencement of the Service.

(B) Fee/Job Estimates Clauses

- The actual fee payable by the Client is calculated on either:
 - a. An agreed fee for the outcome- i.e., a fixed fee for the outcome (the Services) excluding any possible future variations; irrespective of how long it takes to complete. This is CORNERSTONE' almost exclusive means of quoting – our pricing is a reflection of our talent, experience and thoroughness; **OR**
 - b. The total number of hours worked by the Cleaner/s and/or by the quoted contracted time duration allocated/estimated at time of the Placement of an Order.
- Any fee quoted by CORNERSTONE is an estimate only, based on CORNERSTONE' experience, based on information provided by the Client, and may increase. Quotes are valid for a period of 30 days.
- The fee quoted is based upon the viewed condition of the Premises on date of initial quote inspection, and based only on what is easily visible (not hidden from view).
- If at the commencement or during the course of providing the Services, it is apparent that the actual cost/fee, off/for the Services, will exceed the quotation provided by CORNERSTONE, then CORNERSTONE reserves the right to provide the Client with the option to pay an increased fee to complete the Services, or pay the quoted amount without the entire Service being completed.
(Examples of this would be where the Premises is left in a far dirtier condition, or where dirt was hidden behind furniture or household items, when viewed for quotation purposes.) Such increased fee will be treated as a variation to the existing contract, and payable at the Service Time (i.e., while the Cleaner/s are on site completing the Services).
- Should CORNERSTONE quote without the Premises first being viewed (i.e., a site unseen estimate); then CORNERSTONE reserves the right to adjust the fee if on the day of the Services the Premises is found to be not as described by the Client, or is dirtier than expected. Any additional fees must be agreed with, and paid by, the Client prior to commencement.
- Any fee quoted is prepared with a number of items and cost considerations making up the total quotation (for example- materials, windows, no. of trips or Cleaner/s required etc.). These individual amounts have been calculated in our quotation under the hopeful and reasonable assumption that the Client is to engage CORNERSTONE for the quotations entire scope of works. Due to this economy of scale, the quoted amounts will reflect values that would have allowed the Client to enjoy a saving. Should the Client subsequently only engage our cleaning Services for some of the items covered in our original quotation, then CORNERSTONE will adjust the prices (fee) upwards for the remaining, fewer contracted scope of works items, as economy of scale no longer exists or can be enjoyed by the Client.

(C) Bookings and Booking Fee Clauses

- CORNERSTONE reserves the right not to accept, postpone, or to cancel, a booking for any reason and at any time.
- A booking fee of 50% of the quoted fee is required in order to **secure** the booking. The booking fee must be received **at least 1 week before** commencement of the Services.

(D) Payment Terms (Balance of payment) prior to the date of the Services; and Variations to Contract Clauses

- **Balance of Payment:** The Client agrees to pay the balance owing for the agreed quotation (fee) provided by CORNERSTONE **in full at least one day before** the commencement of the Services. Should the balance owing not be paid at least one day prior to the date of the commencement of the Services then CORNERSTONE reserves the right to view such non-payment as a Cancellation of the Services, and will therefore not commence the Services. Please see the Cancellation Fees Clause (E) below.
- **Variations:** The Client agrees that any variations to the contract must be paid at the Service Time (i.e., during the time that the Cleaner/s are at the Premises).

(E) Postponement and Cancellation Fees Clauses

- The Client must provide CORNERSTONE with at least 48 hours' written notice prior to the Service Time, if they wish to **postpone** or **cancel** the Services for any reason. (Service Time - or commencement time for these purposes - would be 8am on the booked date for the Services.)
- * In the event of **postponement** by the Client, that such notice has been received in writing, CORNERSTONE will endeavour to reschedule the Services, and the Booking Fee will be retained.
- * In the event the Client requests the **cancellation** of the Services, that such notice has been received in writing, and CORNERSTONE accepts the validity of the reason given for the

cancellation, the Booking Fee will be returned. The acceptance or rejection of the validity of the reason given by the Client for the cancellation is solely at the discretion of CORNERSTONE.

- In the event that the Client does not provide 48 hours' written notice prior to the commencement of the Services to postpone or cancel the Services, or under the circumstances of the Client cancelling the Services without a valid reason (see above), the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received by CORNERSTONE returned to the Client. Should the cancellation fee be more than the total payments received from the Client for the Services then the Client hereby agrees to pay such shortfall to CORNERSTONE.

(F) Fee for Non-access to Premises and Delayed Access (variation) Clauses

- In the event that the Client does not provide **unencumbered access** to the Premises for CORNERSTONE to provide the Services on the agreed date for the Service, the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received returned to the Client. Should the cancellation fee be more than the total payments received from the Client, then the Client agrees to pay such shortfall to CORNERSTONE.

- **Delayed Access on date of Service:** The Client agrees to pay a delay fee equivalent to the number of hours the Services are delayed multiplied by the number of Cleaners @ \$40 nominal rate per hour for loss of time. The Client agrees that any delay fees must be paid in addition to any outstanding balance of the quoted amount at the Service Time.

(G) Differences, Contradictions and Omissions Clause


- Where the Terms and Conditions in this Heads of Agreement document are different in any way to any of the Terms and Conditions found on CORNERSTONE's Website, or there are any contradictions or omissions between the two documents; then the terms and conditions in this Heads of Agreement will be the accepted and agreed Terms and Conditions.

* Signed having read and agreed to this Heads of Agreement Summary, and the full Terms and Conditions available on our website, namely:

Cornerstonereno.com.au



Agreed and accepted by: Name: _____ Signature: _____ Date: _____

042 622 0336		office@cornerstonereno.com.au		ABN: 39 695 278 070	
0424 149 162		www.cornerstonereno.com.au		Builders Licence: BLD 275127	

HEADS OF AGREEMENT SUMMARY of Cornerstone Renovations and Projects (Cornerstone) (ABN 39 695 278 070) Cleaning and Concierge Terms and Conditions of Quotation and Tender documentation - full versions available on our website: Cornerstonereno.com.au.

In addition to the Quotation, the Client hereby agrees to/with the following:

(A) Definitions and General:

(a) "CORNERSTONE" means Cornerstone Renovations and Projects Pty Ltd **(b) "Client"** means the owner of the Premises ordering the Services as specified in any quotation, invoice, document or order. **(c) "Services"** means internal Cleaning Works, Services or Materials supplied by CORNERSTONE to a Presentable Standard at the Clients Premises. Specifically excludes carpet cleaning, window cleaning, oven cleaning, furniture and fittings, and all external areas such as garage/carport areas, pergolas, walkways, lights, garden, driveways, external doors etc., unless requested and stated in the quotation. When included, the window cleaning component of the Services is to both inside and out, where screens are easily removable, there are no cracks on the window panes, and the windows are easy to open. Window cleaning does not include the removal of paint, cement, tough permanent stains or similar marks. Unless stated in the quotation, verbal undertakings between the Client and CORNERSTONE are invalid and unenforceable. **(d) "Premises"** means an address specified by the Client. **(e) "Cleaner/s"** includes the owners, staff and subcontractors of Cornerstone. **(f) "Presentable standard"** means to external visible surfaces, and to a standard that looks suitable or good enough for photographs, videos and for a pending viewing. Pending viewing would be within a few days of the Services being completed, and where the Client has taken all steps to ensure the standard of cleanliness is maintained until the viewing date.

- The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract, at all times act in good faith.
- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an Order for, or accepts delivery of any Services. Placing an Order includes Verbal Acceptance, Signing the Quotation, Sending Acceptance via Email/Text, or paying a Deposit or Booking Fee.
- The Client warrants that they are individually entitled to contract CORNERSTONE for the provision of the Services on the land and Premises.
- The Client acknowledges and agrees that they shall be personally liable for full payment of the Fee for all Services provided under this agreement; and to indemnify and hold blameless CORNERSTONE against any claim made by the Client or Agent of the Premises (howsoever arising), in relation to the performance or completion of the Services by CORNERSTONE.
- The client will ensure that no rubbish is left in the Premises; and ensure the supply and access to all services and utilities as required to provide the Services (power, hot and cold water, lighting, toilet facilities, rubbish bins etc.). If not, additional fees may be incurred by the Client, and this will be payable before commencement of the Services.
- The Client will provide a safe working environment at the Premises for the Cleaner/s to perform the Services. The Client will advise CORNERSTONE prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, at the Premises.
- The Client will ensure that the Cleaner/s will have unencumbered and unobstructed access to those areas of the Premises requiring the Services.
- If the Client requires the Cleaner/s to clean behind or under any heavy items (e.g., a fridge, bookshelf, or other item), the Client will move those items prior to the commencement of the Services. The Client will move those items back after completion of the Services. If not, additional fees (variation) will be incurred by the Client.
- CORNERSTONE endeavors to achieve a standard of cleanliness that assists the Client in preparing the Premises for photographs and/or viewing; but the Client accepts that no guarantee in regards to obtaining a sale of the Premises is given by CORNERSTONE.
- In the event where other trade works are being completed to the premises then the Client must arrange for the Cleaning Services to be completed only after all the other trade works are completed and the area vacated. Furniture staging; however, must occur only after CORNERSTONE's Cleaning Services are completed.
- The Client gives permission to CORNERSTONE to leave windows open, and/or air-conditioning systems operating, to assist with the drying of carpets if carpet cleaning is completed. The Client agrees to safeguard the property during this time, as well as to close the windows and switch off the air-conditioning system once the carpets are dry.
- The Client acknowledges that CORNERSTONE enjoy an outstanding reputation for excellence within the industry, and conduct all its business dealings in an honest, ethical and fair way.
- CORNERSTONE views the potential for nonpayment of the fee for the Services as a moderate to high risk, and the Client accepts that view is understandable.
- The Client agrees to allow CORNERSTONE to take any photographs or video recordings of the Premises, which can be used for record keeping, dispute resolution and training purposes.
- The Client will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, food, or items of sentimental value prior to the commencement of the Service; unless the securing or removal thereof is not practicable and agreement is given by CORNERSTONE.

(B) Fee/Job Estimates Clauses

- The actual fee payable by the Client for Cleaning to a Presentable Standard is calculated on either:
 - a. An agreed fee for the outcome- i.e., a fixed fee for the outcome (the Services) excluding any possible future variations; irrespective of how long it takes to complete. This is CORNERSTONE' almost exclusive means of quoting – our pricing is a reflection of our talent, experience and thoroughness; **OR**
 - b. The total number of hours worked by the Cleaner/s and/or by the quoted contracted time duration allocated/estimated at time of the Placement of an Order.
- Any fee quoted by CORNERSTONE is an estimate only, based on CORNERSTONE' experience, based on information provided by the Client, and may increase. Quotes are valid for a period of 30 days.
- The fee quoted is based upon the viewed condition of the Premises on date of initial quote inspection, and based only on what is easily visible (not hidden from view).
- If at the commencement or during the course of providing the Services, it is apparent that the actual cost/fee, of/for the Services, will exceed the quotation provided by CORNERSTONE, then CORNERSTONE reserves the right to provide the Client with the option to pay an increased fee to complete the Services, or pay the quoted amount without the entire Service being completed.
(Examples of this would be where the Premises is found to be in a far dirtier condition, or where other trades have left dirt and grime, than when viewed for quotation purposes.) Such increased fee will be treated as a variation to the existing contract, and payable at the Service Time (i.e., while the Cleaner/s are on site completing the Services).
- In the event any fee is quoted without the Premises first being viewed by CORNERSTONE (i.e., an unseen estimate); then CORNERSTONE reserves the right to adjust the fee if on the day of the Services the Premises is found to be not as described by the Client, or is dirtier than expected. Any additional fees must be agreed with, and paid by, the Client prior to commencement.
- Any fee quoted is prepared with a number of items and cost considerations making up the total quotation (for example- materials, windows, no. of trips or Cleaner/s required etc.). These individual amounts have been calculated in our quotation under the hopeful and reasonable assumption that the Client is to engage CORNERSTONE for the quotations entire scope of works. Due to this economy of scale, the quoted amounts will reflect values that would have allowed the Client to enjoy a saving.
Should the Client subsequently only engage our cleaning Services for some of the items covered in our original quotation, then CORNERSTONE will adjust the prices (fee) upwards for the remaining, fewer contracted scope of works items, as economy of scale no longer exists or can be enjoyed by the Client.

(C) Bookings and Booking Fee Clauses

- CORNERSTONE reserves the right not to accept, postpone, or to cancel, a booking for any reason and at any time.
- A booking fee of 50% of the quoted fee is required in order to **secure** the booking. The booking fee must be received at **least 1 week before** commencement of the Services.

(D) Payment Terms (Balance of payment) prior to the date of the Services; and Variations to Contract Clauses

- **Balance of Payment:** The Client agrees to pay the balance owing for the agreed quotation (fee) provided by CORNERSTONE in full at **least one day before** the commencement of the Services.
Should the balance owing not be paid at least one day prior to the date of the commencement of the Services then CORNERSTONE reserves the right to view such non-payment as a Cancellation of the Services, and will therefore not commence the Services. Please see the Cancellation Fees Clause (E) below.
- **Variations:** The Client agrees that any variations to the contract must be paid at the Service Time (i.e., during the time that the Cleaner/s are at the Premises).

(E) Postponement and Cancellation Fees Clauses

- The Client must provide CORNERSTONE with at least 48 hours' written notice prior to the Service Time, if they wish to **postpone** or **cancel** the Services for any reason. (Service Time - or commencement time for these purposes - would be 8am on the booked date for the Services).
- * In the event of **postponement** by the Client, that such notice has been received in writing, CORNERSTONE will endeavor to reschedule the Services, and the Booking Fee will be retained.
- * In the event the Client requests the **cancellation** of the Services, that such notice has been received in writing, and CORNERSTONE accepts the validity of the reason given for the cancellation, the Booking Fee will be returned. The acceptance or rejection of the validity of the reason given by the Client for the cancellation is solely at the discretion of CORNERSTONE.
- In the event that the Client does not provide 48 hours' written notice prior to the commencement of the Services to postpone or cancel the Services, or under the circumstances of the

Client cancelling the Services without a valid reason (see above), the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received by CORNERSTONE returned to the Client. Should the cancellation fee be more than the total payments received from the Client for the Services then the Client hereby agrees to pay such shortfall to CORNERSTONE.

(F) Fee for Non-access to Premises and Delayed Access (variation) Clauses

- In the event that the Client does not provide **unencumbered access** to the Premises for CORNERSTONE to provide the Services on the agreed date for the Service, the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received returned to the Client. Should the cancellation fee be more than the total payments received from the Client, then the Client agrees to pay such shortfall to CORNERSTONE.
- In the event that CORNERSTONE agrees to continue the Services even with unencumbered access (e.g., other trades or staging occurring at the Premises), then the Client accepts that the result of the Services completed will be a drastically reduced standard of cleanliness.
- **Delayed Access on date of Service:** The Client agrees to pay a delay fee equivalent to the number of hours the Services are delayed multiplied by the number of Cleaners @ \$40 nominal rate per hour for loss of time. The Client agrees that any delay fees must be paid in addition to any outstanding balance of the quoted amount at the Service Time.

(G) Differences, Contradictions and Omissions Clause

- Where the Terms and Conditions in this Heads of Agreement document are different in any way to any of the Terms and Conditions found on CORNERSTONE's Website, or there are any contradictions or omissions between the two documents; then the terms and conditions in this Heads of Agreement will be the accepted and agreed Terms and Conditions.

**** Signed having read and agreed to the summarised Heads of Agreement on this page, and the full T&C's available on our website, namely: Cornerstonereno.com.au**



Agreed and accepted by: Name: _____ Signature: _____ Date: _____

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0424 149 162		www.cornerstonereno.com.au		Builders Licence: BLD 275127	

HEADS OF AGREEMENT SUMMARY of Cornerstone Renovations and Projects (Cornerstone) (ABN 39 695 278 070) Standard Terms and Conditions (full version available on request).

In addition to the Quotation, the Client hereby agrees to/with the following:

(A) Definitions and General:

(a) "CORNERSTONE" means Cornerstone Renovations and Projects Pty Ltd. **(b) "Contractor"** includes the owners, staff and subcontractors of CORNERSTONE. **(c) "Client"** means the Person/s, Business, Company owning, or Renting the Premises from the Landlord, who is ordering the Services as specified in any quotation, invoice, document or order. **(d) "Service/s"** means Retaining, Landscaping and Irrigation installation and any other related or associated works to be affected, as well as services or materials supplied by CORNERSTONE to the Client or at the Clients Premises. Unless stated in the quotation, verbal undertakings between CORNERSTONE and the Client are invalid and unenforceable. The words Service/s and Work/s are interchangeable. **(e) "Premises"** means an address specified by the Client.

(f) "Work under Contract" means the work which the Contractor is or may be required to execute under the Contract and includes all variations and remedial works.

(g) "Fee" is the total amount payable by the Client for advice or Services for the Work under Contract, and includes any variations to the contract.

(h) "Agreement" means the contract agreed to between CORNERSTONE and the Client, and includes the quotation, written correspondence, CORNERSTONE's terms and conditions and this Heads of Agreement document.

- The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract, at all times act in good faith.
- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an Order for, or accepts delivery of any Services. Placing an Order includes Verbal Acceptance, Signing the Quotation, Sending Acceptance via Email/Text, or paying a Deposit or Booking Fee.
- Where the Client is a tenant (and therefore not the owner of the land and Premises where the Services are to be performed) then the Client warrants that full consent has been obtained from the owner, or from the owners' property agent, for CORNERSTONE to perform the Services on the owner's land and Premises.
- The Client acknowledges and agrees that they shall be personally liable for full payment of the Fee for all Services (Work under Contract) provided under this agreement; and to indemnify and hold blameless CORNERSTONE against any claim made by the Client, Owner or Agent of the Premises (howsoever arising), in relation to the performance or completion of the Services (Work under Contract) by CORNERSTONE.
- The Client will ensure that no rubbish is left on the Premises; and ensure the supply and access to all services and utilities as required to provide the Services (power, hot and cold water, lighting, toilet facilities, rubbish bins etc.). If not, additional fees may be incurred by the Client, and this will be payable before commencement of the Services.
- The Client will advise CORNERSTONE prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, at the Premises.
- The Client will provide the Contractor/s with a safe working environment at the Premises, and with unencumbered and unobstructed access to those areas requiring the Services.
- The Client is authorized to use the Premises and obtain the provision of Services for the Premises.
- Should an adjoining property be used for storage of material, or access to the Premises (including temporary and permanent demolition or removal of structures not owned by the Client), then it is solely the responsibility of the Client to obtain any such approval from the owner of the relevant property/ies in writing prior to any commencement of works. CORNERSTONE will proceed with the Services with this understanding only. Unless stated in the quotation, "make good" works/repairs and costs to adjoining properties have not been included.
- The Client accepts full responsibility for ensuring the safety and health of all the persons and pets on the Premises (including staff, adults, children, and all pets) and will ensure that they do not enter the area/s where the Services are being completed.
- The Client accepts and agrees that they remain responsible for safeguarding the Premises/Property at all times and that such responsibility cannot be delegated to CORNERSTONE.
- The Client accepts that CORNERSTONE has an obligation/duty of care to inform any interested third party of any unsafe, unfavourable, or adverse conditions found in the Premises.
- CORNERSTONE endeavors to achieve a standard of Services that are to a presentable standard; but the Client accepts that no guarantee in regards to this is given by CORNERSTONE.
- The Client acknowledges that CORNERSTONE enjoy an outstanding reputation for excellence within the industry and that CORNERSTONE conduct all their business dealings in an honest, ethical, and fair way. Therefore, CORNERSTONE reserves the right to disagree with or challenge any adverse Rental Agency/Property Management Company/Owner/Landlord/Client's inspection findings that require rectification, and CORNERSTONE may, at their sole discretion only, refuse the completion of any or all further remedial actions identified or requested.
- The Client agrees to allow CORNERSTONE to take any photographs or video recordings of the Premises, which can be used for record keeping, dispute resolution and training purposes.
- The Client will secure or remove all fragile, delicate, breakable, or valuable items, or items of sentimental value prior to the commencement of the Service.
- Cornerstone takes no responsibility for unmentioned or unforeseen faults or maintenance not quoted that may exist or any change in condition.
- Services are limited to those detailed as per our quotation. Any associated Services not detailed in the quotation will be charged accordingly as a variation to contract.
- Any quotation issued does not allow for consequences caused by hidden or unseen events arising from normal retaining, landscaping, and irrigation works. Hidden or unseen events are defined as those that are not visible or accessible to, or CORNERSTONE was not made aware of at the time of inspection or quotation.
- All supplies and materials utilized for any of the Services remain the property of CORNERSTONE until payment in full is received.
- DRAWINGS - Shall mean architectural drawings prepared in respect of the Services, if the Services requires such drawings, which shall be supplied by the Client unless CORNERSTONE is specifically instructed to have the drawings prepared by an architect, at such additional fees as may be agreed upon.
- Periodic payments, balance of contract payments when there are various stages to a project, and progress payments, will be invoiced and payable by the Client if so stipulated in the quotation, and must be made on the day of the payment request.
- PRACTICAL COMPLETION - Shall mean the date on which the Services have been completed and handed over to the Client together with CORNERSTONE's final invoice in respect of the Services so completed. The Client shall be obliged to accept the Services and the final invoice, subject to the Client's rights to request the repair of any defects that may manifest itself as set out in this agreement.
- MATERIALS - Shall mean any and all materials, equipment, appliances, and apparatuses to be installed, or used in the execution of the Services.
- EQUIPMENT - Shall mean such tools and machinery as may be necessary to execute the Services.
- PROVISION OF MATERIALS AND EQUIPMENT
 - Unless the contrary is specified in the quotation, CORNERSTONE shall provide all materials and equipment necessary for the proper execution of the Services (excluding scaffolding unless stated in the quotation). All materials shall be of the kind and quality as described in the quotation, alternatively in terms of the architect's specifications, if applicable.
 - CORNERSTONE reserve the right, at its sole discretion, to provide suitably alternative and equivalent products to those ordered by the Client, should those products have been superseded, replaced, or otherwise become unavailable.
 - Products are sold as seen with no warranty against latent defects. All guarantees, including common law guarantees, are hereby specifically excluded.
 - If the Client supplies any materials, or equipment, and/or accessories to be utilized in the Services, CORNERSTONE shall not be responsible for any defects thereto, nor the quality thereof, if being agreed that CORNERSTONE shall accept such materials, and accessories, in the condition in which it is delivered to be utilized in the execution of the Services. Extra costs incurred through the use of defective materials or equipment supplied shall be for the Clients account.
 - All fixed and unfixed materials purchased by CORNERSTONE shall be deemed to be under the control of CORNERSTONE and subject to their lien for payment of any amounts which may become owing in terms of the Agreement. It is recorded that any materials which have been purchased by CORNERSTONE and affixed to the Premises shall remain the property of CORNERSTONE until payment in full has been affected by the Client. Once payment in terms of the agreement has been affected in full, all materials which have been fixed to the Premises shall become the sole and exclusive property of the Client and all unfixed materials shall be removed from the Premises, the unfixed materials being deemed the property of CORNERSTONE.
 - During the execution of the Services, the Client shall take reasonable steps to protect all material, equipment, and tools on their Premises from the risk of loss, theft, or damage thereto, in CORNERSTONE's absence. In the event of loss, or theft the Client agrees to replace such material, equipment, and tools at his expense. CORNERSTONE shall, during their presence on the Premises, be responsible for all their materials, equipment and tools on the Premises and shall exercise the same caution to protect the Clients interests in the materials, equipment, and tools from the risk of loss, theft or damage.
- EXECUTION OF SERVICES IN ACCORDANCE WITH AGREEMENT AND DRAWINGS
 - CORNERSTONE shall not make any variation to the Work under Contract and/or drawings, if applicable, and shall affect the Services strictly in accordance with the agreed Work under Contract and/or drawings, alternatively the specifications of the Services as recorded in the quotation. Any deviation from the Work under Contract or drawings, or specifications in the quotation shall only be affected if it is properly recorded and signed by CORNERSTONE and the Client, or their architect if applicable, and without such written variation in respect of the Services, CORNERSTONE shall not be obliged to give effect to any additional requirements, or instructions from the Client.
 - If the Client requires any additional Services, variations, or alterations from the Services as specified in the quotation, they shall advise CORNERSTONE thereof and CORNERSTONE shall, within Forty-Eight (48) hours, inform the Client of the cost and time implications occasioned by such a variation. If the Client accepts the additional costs and time implications, a written acknowledgement specifying the additional costs and time required for purposes of completion of the Services, shall be prepared by CORNERSTONE and presented to the Client for their authorisation. On an acceptance signature, email, or text by the Client (not verbal) CORNERSTONE shall immediately proceed to give effect to the Client's instructions, as varied by the written acknowledgement.

- **EXCLUSION/LIMITATION OF LIABILITY**
CORNERSTONE, its staff and subcontractors shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the Services or works offered, being completed, or completed at the Clients premises, including without limitation any liability: -
 - as a seller or reseller of any products or services,
 - for any defective products,
 - for any incorrect or inaccurate information,
 - for statements or conduct of any third party on the Clients Premises,
 - or for any other matter relating to the Clients Premises.
 This is a comprehensive limitation of liability that applies to all damages of any kind, including without limitation any direct, indirect, special, incidental or consequential damages (including without limitation damages for loss of business, loss of profits, loss of good will, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including without limitation negligence), product liability or otherwise, even if the Client advises of the possibility of such damages. Notwithstanding the foregoing, the sole and entire maximum liability of CORNERSTONE, its staff and subcontractors for any reason, and the Clients sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount of 10% of the amount paid by the Client for any product or service purchased by you from CORNERSTONE, its staff and subcontractors.

INDEMNITY

The Client agrees to indemnify, defend, and hold harmless CORNERSTONE, its staff and subcontractors against all claims, demands, causes of action, losses, expenses, damages, and costs, including without limitation any reasonable solicitor's fees, resulting or arising from or relating to any Services or works conducted by CORNERSTONE, its staff and subcontractors.

- **DELAY IN COMPLETION OF THE SERVICES**
If the Services are delayed by an act of God, vis major, exceptionally inclement weather, ill health, or any other cause beyond the reasonable control of CORNERSTONE, CORNERSTONE shall be entitled to an extension of time for the completion of the Services, notwithstanding that the time of completion may have been specified as being of the essence, it being agreed that the time for performance will be extended for such a period as the Services may have been interrupted for one of the reasons set out in this clause.
- **SUSPENSION OF SERVICES**
CORNERSTONE shall be entitled to suspend performance of the Services in terms of this agreement in the event of:
A breach by the Client to include, but not be limited to:
 - Non-payment of any interim invoice, or amounts on the date on which it may be owing in terms of this agreement.
 - The failure by the Client to supply any material in terms of its obligations that may be reasonably required for the performance of the Services by CORNERSTONE.
 - The Client not granting CORNERSTONE access to the Services or Premises, or any part thereof.
 - The Client not making available any electricity, water, gas or other service which may be required for purposes of the execution of the Services.
 - The Client not making available any drawings by an architect, or not arranging for the appointment of an engineer, where required, for the performance of the Services.
 - Where the Client fails to remedy its obligations to enable CORNERSTONE to proceed with the Services.
 In the event of CORNERSTONE having to suspend performance of the Services in terms of this agreement CORNERSTONE shall be entitled to immediately: -
 - Cancel this agreement and retain all amounts paid.
 - Insist on payment of the balance of the contract price as stipulated in the quotation.
 - Remove all unfixed materials from the Premises without any compensation to the Client.
 - Remove any machinery and equipment from the Premises.
 - Exercise their lien in respect of payment for all amounts that may be due and owing in terms of the agreement.
- **GUARANTEES AND WARRANTIES**
CORNERSTONE shall complete the Services to the reasonable satisfaction of the Client according to acceptable standards of workmanship. All Services shall be guaranteed against latent defects as a result of defective workmanship only for a period of three (3) months from date of the final settlement of CORNERSTONE's account, and will only apply to Services carried out directly by CORNERSTONE. CORNERSTONE reserve the right to withhold their guarantee if their terms and conditions are not adhered to. Superficial cracks that may appear as a result of materials drying shall not be regarded as defects. Any claims in respect of defective materials shall be directed by the Client directly to the supplier.
- **Correction or Alteration** - If the Client is reasonably of the opinion that goods or Services provided are not in accordance with those agreed to be provided by CORNERSTONE, the Client must within 7 days of the Invoice date notify CORNERSTONE in writing of any defects or errors identified by the Client and of which the Client requires rectification.
- CORNERSTONE must consider any requests for rectification provided by the Client and:
 - (a) if not in agreement with the requests, explain to the Client the reasons for disagreement;
 - (b) if in agreement with the requests, attend to any rectification work required.
 - 7 days after the Invoice date, the Client is deemed to be satisfied with the goods or Services provided.
 - Unless required urgently due to safety concerns, CORNERSTONE will undertake any rectification work as it is available to do so, and not in priority to other contracted work elsewhere.
- It is the Clients responsibility to ensure that CORNERSTONE are made aware in writing of any neighbour/s restrictions, requirements, or limitations.
- The Client is responsible for ensuring that any retaining, landscaping, or irrigation Services contracted and constructed comply with all relevant approvals, codes, standards, rules, and regulations. CORNERSTONE correctly assumes that the Work under Contract/Services have been approved by Council or any other relevant authority/s unless the Client states otherwise.
- Retaining costs are often shared with the neighbour/s. Where the costs are to be shared by a neighbour/s, or other party, the Client remains responsible for the full payment for the Goods and Services (the account) upon request to do so by CORNERSTONE. Where the costs (the account) are to be shared, the Client will be invoiced for the total amount, with the Client then being responsible to retrieve the other party's contribution/share. The Client agrees that payment of the account will not be delayed in any way whatsoever whilst they retrieve other contributions.
- Estimates are based on quantities taken from drawings or site inspections only. CORNERSTONE will not be responsible for any variations to quantity, but Client will be charged at the rates shown for actual requirements. Please check that the information provided agrees with your client brief, plan, specifications and calculations. The responsibility for the accuracy of the information remains at all times with the Client.
- A minimum clearance of 1000mm is required on each side of a fence or retaining wall for access. Client to ensure that plants, trees, structures etc. are removed prior to installation commencing (unless stipulated in quotation to be removed by CORNERSTONE).
- Additional fixtures fixed to an existing fence to be removed by Client unless stated otherwise.
- Please note - this quotation assumes any digging is standard soil/clay. Significantly more difficult or hard digging due to soil type, roots, rocks, concrete, or any other unforeseen obstructions, will incur additional costs. A charge of \$200/hr. will be requested from the Client as a variation if a rock breaker is required. Alternatively, a new design might be required if rock is too hard and this would substitute a variation in price.
- The Client is to be aware that the total contract price agreed upon herein does not include possible latent expenses arising from hidden obstructions and difficulties encountered.
- The responsibility lies with the Client/property owner to locate any services underground and to bring the locations/s to CORNERSTONE's attention; failing to abide by this requirement could result in damage to said services, of which the Client/owner will be liable for all costs involving the repair and re-commissioning thereof.
- Dirt, waste, and excess soil can be moved around the site but removal from site is an extra cost unless stated otherwise in the quotation.
- Benching, surveying of boundaries, location of underground services and notifications to neighbouring residence is the Client's responsibility unless stated otherwise.
- Free and clear access to all boundaries is required for machinery and/or a concrete truck, if required or utilised.
- No allowance has been made for temporary or safety fencing. The Client is to ensure that children, all other persons, and pets are safe and secure during the period between the demolition of existing, and the commissioning of the new structures.
- No allowance has been made for a concrete pump if required.
- If applicable and required, it is the signatory's responsibility to ensure that all effected neighbours have approved the works to be completed.
- Acceptance of this Heads of Agreement, and any acceptance of the quotation, is further subject to the Client having read, understood, and accepted/agreed to our Terms and Conditions available on our website, namely: Cornerstonereno.com.au
- The Fee quoted does not include major excavation and removal of structures on boundary (unless stated).
- The quotation for retaining wall based on contours of site plan.
- The Fee might vary up or down depending on actual height of retaining wall.
- No provision for any removal and rectifying of neighbours' paving, concrete, pathways, flower beds, lawned areas or any other surface, structure, service, product, item or obstacle.
- CORNERSTONE takes no responsibility if no survey pegs are provided to indicate true boundary.
- Any blasting to be paid by the Client/owners.
- Power and Water to be supplied by Client - access by easiest means.
- The Client agrees that there are to be no claims against CORNERSTONE unless CORNERSTONE is first given the opportunity to rectify the concern.
- Council Approval - When a retaining wall is over a 1000mm high Engineering, Drawings and Council approval is usually required. Client to please check all available plans, drawings and approvals and advise. Costs associated for approvals, engineering and drawings will be charged as a variation.
- If Building Indemnity Insurance is required a variation of \$1,365 will be charged.
- The ag-drain would either need to be connected to an existing close by storm water (if a pipe is available) or simply be positioned to drain away. Associated costs to connect to storm water have not been allowed for.
- Location of retaining wall - it is responsibility of owners to define the position of the wall. If unsure a site survey will be required.
- Retaining, landscaping and irrigation Installation Services often require the use of expensive vehicles, machinery, and equipment, some of which will be hired/rented for a fixed period by CORNERSTONE in order to complete the Services. As these Services are outdoors, inclement weather, wet surfaces, boggy soil etc. could make use of these vehicles, machinery, and equipment unsafe/ineffective, which could result in the hiring/rental period needing to be extended. The Client accepts and agrees that inclement weather, wet surfaces, obstructed access, other trades not being finished on time, broken vehicles, machinery or equipment, and any other scenario outside of the control of CORNERSTONE, which results in additional hiring/rental costs, will be passed onto the Client for payment as a variation to contract.
- If a concrete pump is required a variation of \$1,025 per 4 hours will be charged.
- "DIAL BEFORE YOU DIG" 1100 FOR A FREE DETAILED SUMMARY OF UNDERGROUND SERVICES.

(B) Fee/Job Estimates Clauses

- The actual Fee payable by the Client is calculated on either:
 - a. An agreed Fee for the outcome- i.e., a fixed Fee for the outcome (the Services) excluding any possible future variations; irrespective of how long it takes to complete.
 This is CORNERSTONE' almost exclusive means of quoting – our pricing reflects our talent, experience and thoroughness; **OR**

- b. The total number of hours worked by the Contractor/s and/or by the quoted contracted time duration allocated/estimated at time of the Placement of an Order.
- Any fee quoted by CORNERSTONE is an estimate only, based on CORNERSTONE' experience, based on information provided by the Client, and may increase. The quotation is valid for a period of 30 days, notwithstanding that the Client accepts the quotation will be subject to any price changes resulting from alterations to the material, labour, or incidental costs. This quote is subject to CORNERSTONE being able to obtain sufficient materials to complete your project.
- The fee quoted is based upon the viewed condition of the Premises on date of initial quote inspection, and based only on what is easily visible (not hidden from view).
- If at the commencement or during the course of providing the Services, it is apparent that the actual cost/fee, of/for the Services, will exceed the quotation provided by CORNERSTONE, then CORNERSTONE reserves the right to provide the Client with the option to pay an increased fee to complete the Services, or pay the quoted amount without the entire Service being completed.
- Such increased fee will be treated as a variation to the existing contract, and payable at the Service Time (i.e., while the Contractor/s are on site completing the Services).
- Should CORNERSTONE quote without the Premises first being viewed (i.e., a site unseen estimate); then CORNERSTONE reserves the right to adjust the fee if on the day of the Services the Premises is found to be not as described by the Client, or not as seen in any photos received. Any additional fees must be agreed with, and paid by, the Client prior to commencement.
- Any fee quoted is prepared with several items and cost considerations making up the total quotation (for example- materials, no. of trips or Contractor/s required etc.). These individual amounts have been calculated in our quotation under the hopeful and reasonable assumption that the Client is to engage CORNERSTONE for the quotations entire scope of works. Due to this economy of scale, the quoted amounts will reflect values that would have allowed the Client to enjoy a saving.
- Should the Client subsequently only engage our Services for some of the items covered in our original quotation, then CORNERSTONE will adjust the prices (fee) upwards for the remaining, fewer contracted scope of works items, as economy of scale no longer exists or can be enjoyed by the Client.
- Estimates are based on quantities taken from drawings or site inspections only. CORNERSTONE will not be responsible for any variations to quantity, but the Client will be charged at the rates shown for actual requirements. Please check that the information provided agrees with your own understanding/s, specifications and calculations. The responsibility for the accuracy of the information remains at all times with the Client.
- The Client is to be aware that the total contract price agreed upon herein does not include possible latent expenses arising from hidden obstructions and difficulties encountered.
- Where applicable; the responsibility lies with the Client to locate any services in walls or underground; failing to abide by this requirement could result in damage to said services, of which the Client will be liable for all costs involving the repair and re-commissioning thereof.
- It is the signatory's responsibility to ensure that all effected neighbours have been notified of the works to be completed.
- Depending on the size of the scope of works, it may be necessary to deem the Premises as a work site, therefore access could be restricted during the duration of the construction for safety reasons. Construction site rules will then apply.
- Cosmetic repair means a simple surface repair of visible surfaces, and does not include structural repairs, water damage repairs, or additions to hidden structures such as timber batons, bricks, steel etc. The repair work will still be visible (but to a far lesser extent) as the required underlying structural or water damage repairs have not been completed. Furthermore, cosmetic repairs are a far shorter-term treatment/solution than thorough structural repairs/replacement, or than the replacement of water damaged material.
- Presentable standard, in this context, means to a standard that looks suitable and good enough for occupation.
- Unless specifically stated in the quotation, scaffolding has not been allowed for this project. Should it be decided that for safety reasons scaffolding is required then this would be an addition to contract (variation).

(C) Bookings and Booking Fee Clauses

- CORNERSTONE reserves the right not to accept, postpone, or to cancel, a booking for any reason and at any time.
- A booking fee of 50% of the quoted fee is required in order to **secure** the booking. The booking fee must be received **at least 1 week before** commencement of the Services.

(D) Payment Terms (Balance of payment) prior to the date of the Services; and Variations to Contract Clauses

- **Balance of Payment:** As per quotation stipulation.
- **Variations:** The Client agrees that any variations to the contract must be paid at the Service Time (i.e., during the time that the Contractor/s are at the Premises).

(E) Postponement and Cancellation Fees Clauses

- The Client must provide CORNERSTONE with at least 48 hours' written notice prior to the Service Time, if they wish to **postpone** or **cancel** the Services for any reason. (Service Time - or commencement time for these purposes - would be 8am on the booked date for the Services.)
- * In the event of **postponement** by the Client, that such notice has been received in writing, CORNERSTONE will endeavour to reschedule the Services, and the Booking Fee will be retained.
- * In the event the Client requests the **cancellation** of the Services, that such notice has been received in writing, and CORNERSTONE accepts the validity of the reason given for the cancellation, the Booking Fee will be returned. The acceptance or rejection of the validity of the reason given by the Client for the cancellation is solely at the discretion of CORNERSTONE.
- In the event that the Client does not provide 48 hours' written notice prior to the commencement of the Services to postpone or cancel the Services, or under the circumstances of the Client cancelling the Services without a valid reason (see above), the Client hereby agrees to pay a cancellation fee of 25% of the total quoted Fee/s for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received by CORNERSTONE returned to the Client. Should the cancellation fee be more than the total payments received from the Client for the Services then the Client hereby agrees to pay such shortfall to CORNERSTONE.

(F) Fee for Non-access to Premises and Delayed Access (variation) Clauses

- In the event that the Client does not provide **unencumbered access** to the Premises for CORNERSTONE to provide the Services on the agreed date for the Service, the Client hereby agrees to pay a cancellation fee of 25% of the total quoted Fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received by CORNERSTONE returned to the Client. Should the cancellation fee be more than the total payments received from the Client, then the Client agrees to pay such shortfall to CORNERSTONE.
- **Delayed Access on date of Service:** The Client agrees to pay a delay fee equivalent to the number of hours the Services are delayed multiplied by the number of Contractors @ \$90 nominal rate per hour for loss of time. The Client agrees that any delay fees must be paid in addition to any outstanding balance of the quoted amount at the Service Time.

(G) Differences, Contradictions and Omissions Clause

- Where the Terms and Conditions in this Heads of Agreement document are different in any way to any of the Terms and Conditions found on CORNERSTONE's Website, or there are any contradictions or omissions between the two documents; then the terms and conditions in this Heads of Agreement will be the accepted and agreed Terms and Conditions.

* Signed having read and agreed to the terms and conditions in this Heads of Agreement Summary.



Agreed and accepted by:

Name:

Signature:

Date:

042 622 0336		office@cornerstonereno.com.au		ABN: 39 695 278 070	
0424 149 162		www.cornerstonereno.com.au		Builders Licence: BLD 275127	

HEADS OF AGREEMENT SUMMARY of Cornerstone Renovations and Projects (Cornerstone) (ABN 39 695 278 070) Standard Terms and Conditions (full version available on request).

In addition to the Quotation, the Client hereby agrees to/with the following:

(A) Definitions and General:

(a) "CORNERSTONE" means Cornerstone Renovations and Projects Pty Ltd. (b) "Client" means the person/s owning the Premises, or renting the Premises from the Landlord, who is ordering the Services as specified in any quotation, invoice, document or order. (c) "Service/s" means External Water High Pressure Cleaning Works, Services or Materials supplied by CORNERSTONE to the Owner/Tenant or at the Owners/Tenants Premises. High pressure cleaning involves cleaning surfaces and objects using the power of water and pressure, namely to the exterior of a house, the roof, walkways, driveways, etc in order to remove loose paint, mould, grime, dust, mud, and dirt, and to a reasonable standard. (d) "Premises" means an address specified by the Client.

(e) "Cleaner/s" includes the owners, staff and subcontractors of CORNERSTONE.

- The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract, at all times act in good faith.
- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an Order for, or accepts delivery of any Services. Placing an Order includes Verbal Acceptance, Signing the Quotation, Sending Acceptance via Email/Text, or paying a Deposit or Booking Fee.
- Where the Client is a tenant (and therefore not the owner of the land and Premises where the Services are to be performed) then the Client warrants that full consent has been obtained from the owner, or from the owners' property agent, for CORNERSTONE to perform the Services on the owner's land and Premises.
- The Client acknowledges and agrees that they shall be personally liable for full payment of the Fee for all Services provided under this agreement; and to indemnify and hold blameless CORNERSTONE against any claim made by the Client, Owner or Agent of the Premises (howsoever arising), in relation to the performance or completion of the Services by CORNERSTONE.
- The Client will ensure that no furniture, rubbish, clutter or weeds are left in the areas of the Premises to be pressure cleaned; and will ensure the supply and access to all services and utilities as required to provide the Services (power, hot and cold water, lighting, toilet facilities, rubbish bins etc.). If not, additional fees may be incurred by the Client, and this will be payable before commencement of the Services.
- The Client will advise CORNERSTONE prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, at the Premises.
- The Client will provide the Cleaner/s with a safe working environment at the Premises, and with unencumbered and unobstructed access to those areas requiring the Services.
- The Client is authorized to use the Premises and obtain the provision of Services for the Premises.
- If the Client requires the Cleaner/s to clean behind or under any heavy items (e.g., a pot plant, outdoor furniture, or other item), the Client will move those items prior to the commencement of the Services. The Client will move those items back after completion of the Services. If not, additional fees (variation) will be incurred by the Client.
- The Client accepts that CORNERSTONE has an obligation/duty of care to inform any interested third party of any unsafe, unfavourable or adverse conditions found in the Premises.
- CORNERSTONE views the potential for nonpayment of the fee for the Services as a moderate to high risk, and the Client accepts that view is understandable.
- The Client agrees to allow CORNERSTONE to take any photographs or video recordings of the Premises, which can be used for record keeping, dispute resolution and training purposes.
- The Client will secure or remove any and all fragile, delicate, breakable or valuable items, or items of sentimental value prior to the commencement of the Service.
- The Client will ensure, for safety reasons, that there will be no animals, children or adults in the vicinity of the area/s to be cleaned; and is solely responsible for such safeguarding.
- The Client hereby confirms that there is effective and working drainage in the areas to be cleaned; and accepts that inadequate drainage will incur additional cleanup costs.
- The Client accepts that an optional extra chemical treatment may be required where there is stubborn algae, moss or mould present after the quoted pressure cleaning is completed. The treatment uses a mix of liquid sodium hypochlorite and water, used in a controlled manner and with minimal overspray, left a while, then thoroughly rinsed off to dilute it further.
- The Client understands and accepts that high pressure water cleaning will blast out any pavelock, paveset, sand, cement or similar product or compound (jointing product) that has been placed between the vertical joints of pavers, bricks or similar surfaces; potentially resulting in the pavers, bricks etc. feeling looser than prior to cleaning. The Client understands and accepts that should this occur, there may be the requirement for a new jointing product to be installed. Feel free to discuss this **additional Service** with CORNERSTONE.
- The Client accepts that CORNERSTONE will complete an initial, basic washing down of any external surfaces made dirty by the pressure cleaning (like walls and windows), and that the Client, if it is needed, will complete a more thorough and specific clean of these surfaces thereafter.
- The Client acknowledges that:
 - (a) once cleaned, a property will almost immediately begin to accumulate dust; and
 - (b) CORNERSTONE have no knowledge or control over how many persons enter and exit the premises in the period after it has been cleaned; and
 - (c) in many cases, cleaning will not remove all stains, marks, algae, moss or mould present; and
 - (d) most surface treatments must be kept dry during curing time; and
 - (e) you are responsible for ensuring surfaces are protected from inclement weather, reticulation and/or any other water sources during the period specified.
- Once CORNERSTONE have completed the Service, the Client must ensure that it is inspected and any defects in performance of the Service notified to CORNERSTONE in writing within 24 hours, failing which CORNERSTONE are not liable in any way for the Service performed. The Client acknowledges that this requirement is fair and reasonable having regard to the Clients acceptance of the immediate clauses (a-e) above.
- Once defects in the Service have been notified to CORNERSTONE in writing, and CORNERSTONE agree that the defect/s is/are valid, the Client must give CORNERSTONE, or our subcontractors, the reasonable opportunity (no less than 72 hours) to attend the Premises and remedy any defective aspects of the Service). The Client will provide CORNERSTONE with access to the Premises at reasonable times to carry out such remediation.
- Should CORNERSTONE not carry out remediation of defects in the Service within 72 hours (provided that this does not result from a failure by the Client to provide CORNERSTONE with access to the Premises) CORNERSTONE will provide a refund to the maximum amount of 10% of the amount originally quoted, depending on the severity of the defect.
- The Client releases CORNERSTONE from liability in respect of any consequential loss that results from our failure to complete the Service or to rectify any defects and acknowledge that CORNERSTONE's liability under this contract is limited to the value of the quoted price of the Work.
- **Damage or Loss** – the Client warrants that they hold fully comprehensive replacement insurance cover for the Premises and any contents. Where you, the Client, asserts that there has been damage or loss to the Premises or to any items within, the Client is obliged to provide photo evidence of such damage or loss, and/or give CORNERSTONE the opportunity to inspect same within 24 hours of the completion of the Services. The Client acknowledges that your failure to do so gives rise to a prima facie assumption that CORNERSTONE are not responsible for that damage or loss.
- **Force Majeure** – the Client agrees that CORNERSTONE are not liable under any circumstances where we are unable to attend at the Premises to carry out the Service as a result of any circumstances outside CORNERSTONE's control.

(B) Fixed Fee/Job Estimates Clauses

- The fixed fee payable by the Client is calculated on a rate for the outcome (the Services) excluding any possible future variations; irrespective of how long it takes to complete. Any fee quoted by CORNERSTONE is an estimate only, based on CORNERSTONE' experience, based on information provided by the Client, and may increase. Quotes are valid for a period of 10 days.
- The fee quoted is based upon the viewed condition of the Premises on date of initial quote inspection, and based only on what is easily visible (not hidden from view).
- Should CORNERSTONE quote without the Premises first being viewed (i.e., a site unseen estimate); and if at the commencement or during the course of providing the Services, it is apparent that the actual cost/fee, off/for the Services, will exceed the quotation provided by CORNERSTONE, then CORNERSTONE reserves the right to provide the Client with the option to pay an increased fee to complete the Services, or pay the quoted amount without the entire Service being completed.
(Examples of this would be where upon attending the Premises CORNERSTONE become aware of matters that would have affected CORNERSTONE's quotation had the Client made it clear to CORNERSTONE at the time of booking. These may include, but are not limited to, matters such as difficult access, excessive build-up of dirt, hard to remove stains, encumbered access, property dimensions or square metreage given or calculated on, being not as described by the Client; or other matters that are different to those indicated at the time of booking.
The Client further acknowledges that photographs sent by the Client, and viewed by CORNERSTONE, are never as good as a visual inspection for quoting purposes.
- Any fee quoted is prepared with a number of items and cost considerations making up the total quotation (for example- metreage, no. of trips or Cleaner/s required etc.). These individual amounts have been calculated in our quotation under the hopeful and reasonable assumption that the Client is to engage CORNERSTONE for the quotations entire scope of works. Due to this economy of scale, the quoted amounts will reflect values that would have allowed the Client to enjoy a saving. Should the Client subsequently only engage our cleaning Services for some of the items or metreage covered in our original quotation, then CORNERSTONE will adjust the prices (fee) upwards for the remaining, fewer contracted scope of works items, as economy of scale no longer exists or can be enjoyed by the Client.

(C) Bookings and Booking Fee Clauses

- CORNERSTONE reserves the right not to accept, postpone, or to cancel, a booking for any reason and at any time.
- A booking fee of 50% of the quoted fee is required in order to **secure** the booking. The booking fee must be received **at least 1 week before** commencement of the Services.

(D) Payment Terms (Balance of payment) prior to the date of the Services; and Variations to Contract Clauses

- **Balance of Payment:** The Client agrees to pay the balance owing for the agreed quotation (fee) provided by CORNERSTONE **in full at least one day before** the commencement of the Services.
- Should the balance owing not be paid at least one day prior to the date of the commencement of the Services then CORNERSTONE reserves the right to view such non-payment as a Cancellation of the Services, and will therefore not commence the Services. Please see the Cancellation Fees Clause (E) below.
- **Variations:** The Client agrees that any variations to the contract must be paid at the Service Time (i.e., during the time that the Cleaner/s are at the Premises).

(E) Postponement and Cancellation Fees Clauses

- The Client must provide CORNERSTONE with at least 48 hours' written notice prior to the Service Time, if they wish to **postpone** or **cancel** the Services for any reason. (Service Time - or commencement time for these purposes - would be 8am on the booked date for the Services.)
- * In the event of **postponement** by the Client, that such notice has been received in writing, CORNERSTONE will endeavour to reschedule the Services, and the Booking Fee will be retained.
- * In the event the Client requests the **cancellation** of the Services, that such notice has been received in writing, and CORNERSTONE accepts the validity of the reason given for the cancellation, the Booking Fee will be returned. The acceptance or rejection of the validity of the reason given by the Client for the cancellation is solely at the discretion of CORNERSTONE.
- In the event that the Client does not provide 48 hours' written notice prior to the commencement of the Services to postpone or cancel the Services, or under the circumstances of the Client cancelling the Services without a valid reason (see above), the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received returned to the Client. Should the cancellation fee be more than the total payments received from the Client for the Services then the Client hereby agrees to pay such shortfall to CORNERSTONE.

(F) Fee for Non-access to Premises and Delayed Access (variation) Clauses



- In the event that the Client does not provide **unencumbered access** to the Premises for CORNERSTONE to provide the Services on the agreed date for the Service, the Client hereby agrees to pay a cancellation fee of 50% of the total quoted fee for administrative costs and loss. This amount will first be deducted from any payments received from the Client, and the balance of the payments received returned to the Client. Should the cancellation fee be more than the total payments received from the Client, then the Client agrees to pay such shortfall to CORNERSTONE.
- **Delayed Access on date of Service:** The Client agrees to pay a delay fee equivalent to the number of hours the Services are delayed multiplied by the number of Cleaners @ \$40 nominal rate per hour for loss of time. The Client agrees that any delay fees must be paid in addition to any outstanding balance of the quoted amount at the Service Time.

(G) Differences, Contradictions and Omissions Clause

- Where the Terms and Conditions in this Heads of Agreement document are different in any way to any of the Terms and Conditions found on CORNERSTONE's Website, or there are any Contradictions or omissions between the two documents; then the terms and conditions in this Heads of Agreement will be the accepted and agreed Terms and Conditions.

* Signed having read and agreed to this Heads of Agreement Summary, & the full Terms and Conditions available on our website, namely: cornerstonereno.com.au

 **Agreed and accepted by:** Name: _____ Signature: _____ Date: _____

042 622 0336		office@cornerstonereno.com.au		ABN: 39 695 278 070	
0424 149 162		www.cornerstonereno.com.au		Builders Licence: BLD 275127	