

# SIGNATURE REGROUT SOLUTIONS

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## TERMS & CONDITIONS

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*Standard Terms and Conditions for the Supply of Regrouting, Silicone Replacement and Tile Restoration Services*

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|------------------------|---------------------------------------|
| <b>Effective from:</b> | 24/08/2025                            |
| <b>Business name:</b>  | Signature Regrout Solutions           |
| <b>ABN:</b>            | 49690305929                           |
| <b>Telephone:</b>      | 0470 465 776                          |
| <b>Email:</b>          | info@signatureregroutsolutions.com.au |
| <b>Governing law:</b>  | Victoria, Australia                   |

*These Terms & Conditions explain what customers can expect from Signature Regrout Solutions and what we require from customers when carrying out regrouting, silicone replacement, tile restoration and related services. These terms form part of the binding agreement between Signature Regrout Solutions and its customers.*

## TABLE OF CONTENTS

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|                                                              |    |
|--------------------------------------------------------------|----|
| TABLE OF CONTENTS .....                                      | 2  |
| 1. INTERPRETATION AND DEFINITIONS.....                       | 4  |
| 2. WHEN THESE TERMS APPLY .....                              | 4  |
| 3. OUR SERVICES .....                                        | 4  |
| 4. NATURE OF REPAIR SERVICES.....                            | 5  |
| 5. QUOTATIONS.....                                           | 5  |
| 6. CHANGES TO THE QUOTED PRICE AND VARIATIONS .....          | 6  |
| 7. SITE ACCESS AND PREPARATION.....                          | 6  |
| 8. RIGHT TO SUSPEND OR TERMINATE SERVICES .....              | 7  |
| 9. CONDITION OF EXISTING TILES AND SURFACES.....             | 7  |
| 10. GROUT REMOVAL RISKS .....                                | 8  |
| 11. LOOSE OR LIFTING TILES .....                             | 8  |
| 12. WATERPROOFING AND PLUMBING LIMITATIONS.....              | 8  |
| 13. MOISTURE TESTING AND THERMAL IMAGING .....               | 9  |
| 14. COLOURS AND FINISHED APPEARANCE.....                     | 9  |
| 15. SILICONE AND MOVEMENT JOINTS .....                       | 10 |
| 16. EPOXY REGROUTING WARRANTY .....                          | 10 |
| 17. MANUFACTURER'S WARRANTY .....                            | 11 |
| 18. ITEMS EXCLUDED FROM THE 10-YEAR WARRANTY .....           | 11 |
| 19. CIRCUMSTANCES THAT MAY INVALIDATE A WARRANTY CLAIM ..... | 12 |
| 20. WARRANTY CLAIM PROCESS.....                              | 12 |
| 21. LIMITATION PERIOD FOR CLAIMS .....                       | 13 |
| 22. CURING TIME .....                                        | 13 |
| 23. CLEANING AND MAINTENANCE.....                            | 14 |
| 24. DEPOSITS.....                                            | 14 |
| 25. MATERIALS AND RETENTION OF TITLE .....                   | 14 |
| 26. FINAL PAYMENT .....                                      | 14 |
| 27. OVERDUE ACCOUNTS.....                                    | 15 |
| 28. CANCELLATIONS AND RESCHEDULING .....                     | 15 |
| 29. DELAYS, WEATHER AND EVENTS BEYOND OUR CONTROL .....      | 16 |
| 30. INSPECTION AFTER COMPLETION.....                         | 16 |
| 31. CUSTOMER-SUPPLIED PRODUCTS.....                          | 16 |
| 32. REMOVAL OF FIXTURES AND SHOWER SCREENS .....             | 17 |
| 33. PHOTOGRAPHS .....                                        | 17 |
| 34. SUBCONTRACTORS AND TEAM MEMBERS.....                     | 18 |
| 35. PROPERTY DAMAGE .....                                    | 18 |
| 36. LIMITATION OF LIABILITY .....                            | 18 |
| 37. INDEMNITY.....                                           | 19 |

|                                                 |    |
|-------------------------------------------------|----|
| 38. CUSTOMER WARRANTIES .....                   | 19 |
| 39. AUSTRALIAN CONSUMER RIGHTS .....            | 20 |
| 40. PRIVACY AND CUSTOMER INFORMATION .....      | 20 |
| 41. COMMUNICATION .....                         | 20 |
| 42. REVIEWS AND PUBLIC COMMENTS .....           | 21 |
| 43. DISAGREEMENTS AND DISPUTE RESOLUTION .....  | 21 |
| 44. GOVERNING LAW AND JURISDICTION .....        | 21 |
| 45. INDEPENDENT CONTRACTOR .....                | 22 |
| 46. INTELLECTUAL PROPERTY .....                 | 22 |
| 47. WAIVER .....                                | 22 |
| 48. ASSIGNMENT .....                            | 22 |
| 49. VARIATION OF THESE TERMS .....              | 22 |
| 50. INVALID TERMS .....                         | 22 |
| 51. NO RELIANCE ON VERBAL REPRESENTATIONS ..... | 23 |
| 52. FULL AGREEMENT .....                        | 23 |
| CUSTOMER ACKNOWLEDGEMENT .....                  | 24 |

*(Right-click the table above and select "Update Field" in Microsoft Word to populate page numbers.)*

## 1. INTERPRETATION AND DEFINITIONS

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In these Terms & Conditions, unless the context otherwise requires:

- ACL means the Australian Consumer Law, being Schedule 2 to the Competition and Consumer Act 2010 (Cth);
- business day means a day that is not a Saturday, Sunday or public holiday in Victoria;
- customer, you or your means the person or entity who engages Signature Regrout Solutions to perform the services, as identified in the relevant quotation;
- GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and all amounts stated in these terms are inclusive of GST unless expressly stated otherwise;
- job means the specific work described in an accepted quotation;
- quotation means a written quotation, estimate or invoice provided by us for the services;
- services means the regrouting, silicone replacement, tile restoration and related services described in clause 3 (Our Services); and

we, us, our or Signature Regrout Solutions means Signature Regrout Solutions (ABN 49690305929 and, where the context permits, its employees and subcontractors.

Headings are for convenience only and do not affect the interpretation of these terms. A reference to a clause is a reference to a clause of these terms unless stated otherwise. Words importing the singular include the plural and vice versa.

## 2. WHEN THESE TERMS APPLY

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These terms apply whenever a customer asks Signature Regrout Solutions to provide a quotation, attend a property, supply materials or perform work.

A customer accepts these terms when they:

- approve a quotation;
- confirm a booking;
- pay a deposit;
- ask us to order materials;
- allow work to commence; or
- otherwise instruct us to provide the agreed service.

The accepted quotation, these terms and any written changes agreed during the job together form the service agreement.

## 3. OUR SERVICES

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Depending on the quotation, our work may include:

- removal of deteriorated grout;
- epoxy regrouting;

- cement-based grout repairs;
- shower base regrouting;
- shower wall regrouting;
- silicone or sealant replacement;
- mould-affected silicone removal;
- tile grout repairs;
- balcony regrouting;
- kitchen or floor regrouting;
- colour sealing;
- efflorescence or grout-haze treatment;
- minor tile repairs;
- moisture readings; or
- thermal imaging assessments.

Only the areas and services specifically listed in the quotation are included in the agreed price.

Any service not clearly shown in the quotation is excluded unless we later agree to include it in writing.

#### **4. NATURE OF REPAIR SERVICES**

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The customer acknowledges that the services are repair and remediation services, and do not constitute a renovation, a waterproofing replacement or a general refurbishment of the property.

Removing deteriorated grout, silicone or surface contamination may make a pre-existing defect, area of wear, staining or damage more visible than it was before the services were performed.

Signature RegROUT Solutions is not responsible for a cosmetic difference that results from the improved appearance of the treated area compared with an adjoining untreated surface.

#### **5. QUOTATIONS**

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Our quotation is based on the information available when it is prepared.

This may include:

- photographs or videos supplied by the customer;
- measurements supplied by the customer;
- telephone discussions;
- an onsite visual inspection; or
- the visible condition of the work area.

Unless otherwise stated, a quotation remains open for acceptance for 30 days.

The customer is responsible for checking that the quotation includes all requested areas before approving it.

A quotation prepared from photographs or customer-supplied measurements may need to be adjusted after we inspect the property.

## **6. CHANGES TO THE QUOTED PRICE AND VARIATIONS**

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The original price may change when:

- the work area is larger than originally advised;
- additional grout or silicone must be removed;
- tiles are loose, hollow or damaged;
- previous repairs are difficult to remove;
- access to the area is restricted;
- extra preparation is required;
- hidden water damage is discovered;
- the customer requests additional work;
- additional materials are required; or
- another condition affecting the work was not visible when the quotation was prepared.

We will explain any significant additional work and obtain the customer's approval before proceeding wherever reasonably possible.

Approval may be provided by text message, email or another written method.

Any additional work requested by the customer after the services have commenced is a variation to the original quotation. Unless otherwise agreed in writing, a variation will be charged at our current hourly labour rate, plus the cost of materials and any additional travel reasonably incurred.

## **7. SITE ACCESS AND PREPARATION**

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The customer must provide safe and reasonable access to the property and work area at the agreed time.

Before we arrive, the customer should:

- remove toiletries and personal belongings;
- clear the shower, bathroom, balcony or tiled area;
- provide access to water and electricity;
- ensure suitable parking is available where possible;
- keep pets and children away from tools and materials;
- tell us about known leaks, damaged tiles or previous repairs; and
- advise us about any known asbestos or other safety hazard.

Waiting time, additional travel or return-visit charges may apply when we cannot begin work because the area has not been prepared or access has not been provided.

Where our technicians attend the property and cannot commence the services because the customer has not provided access, functioning utilities or a prepared work area, a minimum attendance fee of \$250 including GST may be charged, together with any additional travel costs reasonably incurred.

## **8. RIGHT TO SUSPEND OR TERMINATE SERVICES**

---

Signature Regrout Solutions may immediately suspend or terminate the services, without liability to the customer, where:

- the site becomes unsafe for our workers;
- the customer or another person engages in abusive, threatening or unsafe behaviour towards our workers;
- the customer fails to meet a payment obligation under these terms;
- the customer gives a direction that is inconsistent with proper workmanship, a product manufacturer's instructions or an applicable law; or
- unforeseen site conditions make it unsafe or impracticable to complete the services safely.

Where the services are suspended or terminated under this clause, the customer remains liable to pay for all services properly performed, and materials properly supplied, up to the date of suspension or termination.

## **9. CONDITION OF EXISTING TILES AND SURFACES**

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Our services are performed on existing tiles, grout, walls, floors, shower screens and building materials.

We cannot confirm the condition of concealed materials before grout, silicone or tiles are removed.

Existing problems may include:

- loose or hollow tiles;
- weak tile adhesive;
- cracked tiles;
- damaged wall sheeting;
- failed waterproofing;
- rotten or moisture-damaged timber;
- plumbing leaks;
- structural movement;
- deteriorated substrates;
- mould behind tiles;
- previous unsuitable repairs; or
- water entering from another area.

The customer accepts that these conditions may only become visible after work has started.

## **10. GROUT REMOVAL RISKS**

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Grout removal requires tools to be used close to tile edges.

Although we work carefully, older, brittle, damaged or poorly installed tiles may chip, crack, loosen or show changes along their edges during the process.

The risk may be higher when:

- tiles have narrow grout joints;
- grout is unusually hard;
- grout has been installed over tile edges;
- tiles are already chipped or cracked;
- tiles have poor adhesion;
- moisture is present behind the tiles;
- tiles are hollow or drummy; or
- previous repairs have used inappropriate materials.

We are not responsible for damage caused by a pre-existing defect or weakness that could not reasonably have been identified before commencing work.

This does not exclude responsibility where damage is directly caused by our failure to use reasonable care and skill.

## **11. LOOSE OR LIFTING TILES**

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Removing old grout can release tiles that were already loose or inadequately bonded.

If a tile moves, lifts or becomes unsafe, we may pause the work and discuss the available options with the customer.

Re-fixing or replacing tiles is not included unless it appears in the quotation.

Additional labour and materials may be charged when the customer asks us to repair or replace affected tiles.

## **12. WATERPROOFING AND PLUMBING LIMITATIONS**

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Regrouting and silicone replacement can improve the condition of tiled surfaces, but these services do not replace a failed waterproofing membrane.

Unless expressly included in writing, we do not provide:

- plumbing repairs;
- drainage repairs;



- structural repairs;
- full waterproofing replacement;
- shower tray replacement;
- wall reconstruction;
- carpentry;
- electrical work; or
- complete bathroom renovation services.

A water leak may originate from plumbing, drainage, waterproofing, roof areas, wall penetrations, external surfaces or another part of the property.

We may recommend that the customer obtain an assessment from a licensed plumber, builder, waterproofer or other qualified specialist.

The customer acknowledges that regrouting and silicone replacement may reduce water penetration through the treated area, but do not guarantee that a leak will cease. Hidden plumbing defects, a failed waterproofing membrane, structural movement or another building defect may continue to permit water ingress despite the services being properly performed.

### **13. MOISTURE TESTING AND THERMAL IMAGING**

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Moisture readings and thermal images provide general information about temperature differences and possible moisture patterns.

They do not guarantee the exact location, source or cause of a leak.

Results may be affected by:

- tile materials;
- surface temperature;
- recent shower use;
- ventilation;
- weather;
- plumbing locations;
- heating systems; or
- moisture travelling from another area.

Our moisture and thermal imaging services are non-invasive preliminary assessments. They are not a substitute for invasive testing, plumbing investigation, building inspection or engineering advice.

### **14. COLOURS AND FINISHED APPEARANCE**

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We will make a reasonable effort to select grout, epoxy, silicone or repair materials that suit the existing tiled area.

An exact colour, shine or texture match cannot always be achieved.

Differences may result from:

- aging;
- staining;
- fading;
- lighting;
- tile porosity;
- product batch differences;
- existing chemical damage;
- surrounding old grout;
- uneven joints; or
- the original tile installation.

Newly completed sections may look cleaner, brighter or different from older surrounding areas.

The final finish may also highlight existing uneven tiles or grout lines that were previously less noticeable.

## **15. SILICONE AND MOVEMENT JOINTS**

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Silicone is a flexible maintenance product used in corners, joints and areas where movement may occur.

The life of silicone depends on:

- movement in the building;
- ventilation;
- cleaning;
- moisture;
- mould growth;
- chemical exposure;
- surface preparation;
- shower use; and
- the condition of surrounding materials.

Silicone is not covered by our 10-year epoxy-regrouting workmanship warranty.

Any separate silicone workmanship period must be shown in the quotation or invoice.

## **16. EPOXY REGROUTING WARRANTY**

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Where the quotation specifically states that a 10-year warranty applies, Signature Regrout Solutions provides a 10-year workmanship warranty on eligible epoxy regrouting completed by us.

The warranty relates only to faults caused by the way the epoxy grout was installed by Signature Regrout Solutions.

It does not guarantee:

- the condition of existing waterproofing;
- the condition of plumbing or drainage;
- the structural integrity of the property;
- the performance of existing tiles or adhesive;
- that no future leak can occur;
- that silicone will last for 10 years; or
- that the tiled area will never require maintenance.

When an eligible workmanship problem is confirmed, our normal remedy will be to repair the affected epoxy-grouted area at our own cost. To the maximum extent permitted by law, this remedy is the customer's sole and exclusive contractual remedy for a workmanship defect in the epoxy regrouting, to the exclusion of any other remedy in contract, tort (including negligence) or under statute, other than a guarantee that cannot be excluded under the Australian Consumer Law.

## **17. MANUFACTURER'S WARRANTY**

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Where a product used in the services, such as a grout, sealant, silicone or epoxy system, is covered by a manufacturer's warranty, Signature Regrout Solutions will pass through the benefit of that warranty to the customer where it is transferable and available.

Signature Regrout Solutions gives no separate warranty in respect of a product manufactured by a third party, and is not responsible for a defect in a product that is caused by its manufacture rather than by our installation of it.

## **18. ITEMS EXCLUDED FROM THE 10-YEAR WARRANTY**

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Unless we agree otherwise in writing, the 10-year warranty does not cover:

- silicone or caulking;
- cement grout;
- patch repairs;
- tile damage;
- tile replacement;
- mould removal;
- grout cleaning;
- colour sealing;
- efflorescence removal;
- grout-haze removal;
- customer-supplied materials;

- existing waterproofing;
- plumbing or drainage;
- movement cracks; or
- areas that were not included in our quotation.

## 19. CIRCUMSTANCES THAT MAY INVALIDATE A WARRANTY CLAIM

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A warranty claim may not be accepted where the problem was caused or made worse by:

- structural movement;
- foundation movement;
- cracked or loose tiles;
- failed waterproofing;
- plumbing leaks;
- blocked or defective drainage;
- water entering from outside the treated area;
- harsh or unsuitable cleaning products;
- excessive scrubbing or abrasive tools;
- another contractor altering our work;
- damage caused by impact;
- failure to observe curing instructions;
- prolonged mould or poor ventilation;
- customer neglect;
- pre-existing defects;
- misuse of the area; or
- circumstances outside our reasonable control.
- the customer or another person carries out their own repairs to the treated area;
- a steam cleaner is used on the treated area;
- a commercial-grade or industrial cleaning chemical not suitable for epoxy grout, silicone or tile surfaces is used;
- renovation or building work is carried out in or near the treated area after completion of the services;

A warranty is not transferable unless Signature Regrout Solutions agrees to the transfer in writing.

## 20. WARRANTY CLAIM PROCESS

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A customer who believes there is a workmanship issue must contact us in writing as soon as reasonably possible, and in any event within 14 days of the issue first becoming apparent.

The customer should provide:

- their name and property address;
- the original quotation or invoice;
- a description of the concern;
- clear photographs or videos; and
- the approximate date the problem was first noticed.

We must be given reasonable access to inspect the work.

The customer must not arrange for another person to remove, alter or repair our work before we have inspected it, unless urgent action is reasonably required to prevent further property damage.

Unauthorised changes may make it impossible for us to determine the cause of the issue, and may invalidate the warranty claim to the extent the unauthorised changes prevented proper assessment.

## **21. LIMITATION PERIOD FOR CLAIMS**

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Subject to any right that cannot lawfully be limited under the Australian Consumer Law or other applicable legislation, a legal claim arising out of or in connection with the services must be commenced within 12 months after completion of the services, failing which the claim is barred.

This clause does not limit a consumer guarantee under the Australian Consumer Law for the period during which such a guarantee applies.

## **22. CURING TIME**

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The completed area must remain dry and undisturbed for the period advised by us.

The required curing period can vary depending on:

- the product used;
- temperature;
- ventilation;
- humidity;
- the location of the work; and
- manufacturer requirements.

The customer must not use the shower or expose the area to water before the advised curing period has ended.

Where we advise a minimum waiting period of 24 or 48 hours, that instruction must be followed even if the surface appears dry.

Damage caused by early use is not considered a workmanship defect.

## 23. CLEANING AND MAINTENANCE

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The customer is responsible for routine cleaning and ventilation after completion.

We recommend using non-abrasive, pH-appropriate or manufacturer-approved cleaning products.

Customers should avoid:

- strong acids;
- abrasive powders;
- metal scrapers;
- harsh bleach mixtures;
- highly concentrated mould removers;
- pressure cleaning at close range; and
- products that are unsuitable for epoxy grout, silicone or tile surfaces.

Chemical damage, staining and mould caused by maintenance practices are not covered as workmanship defects.

## 24. DEPOSITS

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A deposit may be required to secure a booking, purchase materials or reserve several days of labour.

The required amount will be shown in the quotation.

A booking is not confirmed until any required deposit has been received.

When special materials have been ordered, the portion of the deposit used for those materials may not be refundable if the items cannot reasonably be returned or used on another project, and any refund of the balance of the deposit will be net of reasonable costs already incurred.

## 25. MATERIALS AND RETENTION OF TITLE

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Title in a material supplied by Signature Regrout Solutions remains with Signature Regrout Solutions until all amounts owing for the job have been paid in full.

Once a material has been fixed to, or incorporated into, the property, it becomes a fixture and this clause no longer applies to that material.

Until payment is received in full, and where lawful and reasonably practicable, Signature Regrout Solutions may enter the property, on reasonable notice, to recover an unused or unfixed material.

## 26. FINAL PAYMENT

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For the purposes of these terms, the services are complete when the work described in the quotation has been substantially carried out, notwithstanding a minor defect or touch-up item that does not materially affect the use or appearance of the treated area. Final payment is due on completion.

Unless a different arrangement appears on the invoice, the remaining balance is due when the quoted work is completed.

Payment must be made using one of the payment methods shown on the invoice.

A minor touch-up item does not automatically entitle the customer to withhold the full invoice amount.

The customer must tell us about the concern and provide us with a reasonable opportunity to inspect or correct it.

Payment is considered received when cleared funds are available in our account.

## **27. OVERDUE ACCOUNTS**

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If an invoice remains unpaid after its due date, we may:

- send payment reminders;
- charge interest on the overdue amount at the rate prescribed from time to time under the Penalty Interest Rates Act 1983 (Vic), calculated daily from the due date until payment;
- pause further services, including further warranty attendance, until overdue amounts are paid, where legally permitted;
- postpone non-urgent warranty attendance where legally permitted; and
- recover reasonable debt-collection, mercantile agent and legal costs reasonably incurred in recovering an overdue amount, where allowed by law.

Nothing in this section removes rights or protections that apply under Australian law.

## **28. CANCELLATIONS AND RESCHEDULING**

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Customers should give us at least 24 hours' notice when cancelling or changing an appointment.

A cancellation charge of up to \$150 including GST may apply when less than 24 hours' notice is provided.

The amount charged will reflect reasonable losses connected with the cancellation, such as reserved labour time, travel preparation or administrative costs.

Additional amounts may apply where:

- non-returnable materials were ordered;
- accommodation or long-distance travel was arranged;
- hired equipment was booked; or
- substantial preparation had already been completed.

Where a deposit was paid, reasonable costs may be deducted before the remaining amount is refunded.

## **29. DELAYS, WEATHER AND EVENTS BEYOND OUR CONTROL**

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Completion dates are estimates unless we expressly confirm a fixed date in writing.

We may need to delay, suspend or reschedule work because of:

- rain;
- unsuitable temperatures;
- high humidity;
- wet surfaces;
- unsafe conditions;
- illness;
- material or supply-chain delays;
- traffic or access problems;
- hidden property damage;
- another contractor's work;
- an act of God, epidemic, pandemic, government direction, industrial action or utility failure; or
- any other event or circumstance beyond our reasonable control (a Delay Event).

Balconies and external areas require suitable dry weather. We may postpone outdoor work when weather conditions could affect adhesion, curing or the quality of the finish.

We are not liable for any loss or delay caused by a Delay Event. If a Delay Event continues for more than 60 days, either party may terminate the affected part of the agreement by written notice, in which case any unused deposit will be refunded less reasonable costs already and unavoidably incurred.

Where a Delay Event requires Signature Regrout Solutions to remobilise workers, equipment or materials, we may recover the additional labour and material costs reasonably incurred as a result.

## **30. INSPECTION AFTER COMPLETION**

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Customers should inspect the completed area promptly.

Any visible concern should be reported in writing, preferably with photographs, within two business days.

This allows us to assess visible finishing concerns while the work is recent.

Reporting within two business days does not remove any legal rights the customer may have for a defect that was not reasonably noticeable at that time.

## **31. CUSTOMER-SUPPLIED PRODUCTS**

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We may agree to install a product supplied by the customer.

We do not guarantee the quality, suitability, colour, durability or performance of a customer-supplied product.



Additional labour may be charged if the product:

- is difficult to use;
- is unsuitable for the area;
- is insufficient in quantity;
- has expired;
- is defective; or
- causes work to be repeated.

Any manufacturer warranty for a customer-supplied item must be pursued directly with the manufacturer or retailer.

To the extent permitted by law, the customer indemnifies Signature Regrout Solutions against any loss, damage or claim arising from a defect in, or the unsuitability of, a customer-supplied product, except to the extent caused by our failure to use reasonable care and skill in installing it.

## **32. REMOVAL OF FIXTURES AND SHOWER SCREENS**

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The quoted price does not include removing or reinstalling shower screens, doors, tapware, vanities, toilets or other fixtures unless specifically stated.

Removing an existing fixture may reveal damage, corrosion, broken fixings or unsuitable previous installation.

We are not responsible for hidden defects that become apparent during removal.

Specialist removal or reinstallation may need to be completed by another appropriately qualified contractor.

## **33. PHOTOGRAPHS**

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We may photograph the work area before, during and after the service for:

- quotation records;
- job documentation;
- quality control;
- warranty assessment; and
- evidence of existing conditions.

We will seek permission before using identifiable photographs for public advertising or social media.

Where possible, addresses, people and personal items will not be shown in promotional images.

In the absence of evidence to the contrary, a photograph or image taken by Signature Regrout Solutions before, during or after the services is accepted by the customer as evidence of the condition of the work area at the time it was taken.

### **34. SUBCONTRACTORS AND TEAM MEMBERS**

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Signature Regrout Solutions may use employees or suitably experienced subcontractors to perform parts of the service.

All workers are expected to follow our job requirements, product instructions and safety procedures.

Signature Regrout Solutions remains responsible for the services as required under applicable law.

### **35. PROPERTY DAMAGE**

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The customer must notify us promptly, and in any event within 7 days, if they believe we have caused property damage.

We must be given a reasonable opportunity to inspect the alleged damage before repairs are arranged.

We are not responsible for damage that:

- existed before our arrival;
- resulted from hidden deterioration;
- arose from a loose or defective fitting;
- was caused by another person;
- resulted from structural, plumbing or waterproofing failure; or
- occurred because our curing or aftercare instructions were not followed.

This section does not limit liability that cannot legally be excluded, and any liability we do have for property damage is subject to clause 36 (Limitation of Liability).

### **36. LIMITATION OF LIABILITY**

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Nothing in this clause excludes, restricts or modifies a guarantee, right or remedy conferred on the customer under the Australian Consumer Law or any other legislation that cannot lawfully be excluded, restricted or modified.

Subject to the preceding paragraph, and to the maximum extent permitted by law:

- Signature Regrout Solutions is not liable to the customer for any indirect, special or consequential loss, or for loss of profits, loss of use, loss of rent, cost of alternative accommodation or loss of opportunity, arising out of or in connection with the services or these terms, whether in contract, tort (including negligence), under statute or otherwise. Without limiting the foregoing, indirect or consequential loss includes, but is not limited to, the cost of hotel or alternative accommodation, loss of rental income, business interruption losses, loss of bookings, loss of profits, the cost of mould remediation not caused by our failure to use reasonable care and skill, and the cost of replacing cabinetry, repainting or replacing flooring except to the extent that damage to those items was directly caused by our failure to use reasonable care and skill;
- where a consumer guarantee applies and the services are not of a kind ordinarily acquired for personal, domestic or household use, our liability for a failure to comply with that guarantee is

limited, at our election, to resupplying the services or paying the reasonable cost of having the services supplied again; and

- in all other cases, our total aggregate liability arising out of or in connection with a job, however arising, must not exceed the total amount paid by the customer to us for that job.

Each party's liability under these terms is reduced to the extent that an act or omission of the customer, or of a third party outside our control, caused or contributed to the loss.

### **37. INDEMNITY**

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To the extent permitted by law, the customer indemnifies Signature Regrout Solutions against any loss, damage, cost, expense or claim arising from:

- inaccurate or incomplete information given by the customer, including measurements, photographs or instructions used to prepare a quotation;
- an unsafe condition at the property that was not disclosed to us and that we could not reasonably have identified;
- a breach of these terms by the customer; or
- personal injury or property damage caused by the customer, an occupant, a visitor, a pet or another contractor engaged by the customer,
- a claim brought by a tenant, owner, occupant, visitor, owners corporation or body corporate, or another third party, arising from access to the property or the condition of the property, except to the extent caused by our negligence or breach of law,

except to the extent the loss, damage, cost, expense or claim was caused or contributed to by our failure to use reasonable care and skill. This indemnity does not apply to the extent it would render a term of this agreement an unfair contract term, void or unenforceable under the Australian Consumer Law.

### **38. CUSTOMER WARRANTIES**

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The customer warrants to Signature Regrout Solutions that:

- the customer owns the property, or has the authority of the owner to engage us to perform the services;
- all consents, approvals or owners corporation or body corporate permissions required for the services have been obtained;
- information provided to us for the purpose of preparing a quotation or performing the services is true and accurate;
- there is no hazard at the property that has not been disclosed to us; and
- water, electricity and other utilities reasonably required for the services will be available throughout the job.

The customer is liable for a loss reasonably incurred by Signature Regrout Solutions arising from a breach of a warranty in this clause.

### **39. AUSTRALIAN CONSUMER RIGHTS**

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Nothing in these terms is intended to remove, restrict or modify a right or remedy that cannot legally be excluded under the Australian Consumer Law.

Our services will be provided with due care and skill.

Where a consumer guarantee applies, the customer may be entitled to an appropriate remedy if the service does not meet the required legal standard.

Any limitation or exclusion in these terms applies only to the extent permitted by law.

### **40. PRIVACY AND CUSTOMER INFORMATION**

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We collect, hold, use and disclose personal information in accordance with the Privacy Act 1988 (Cth) and, where applicable, the Australian Privacy Principles.

We may collect customer information reasonably needed to provide and administer our services, including:

- names;
- telephone numbers;
- email addresses;
- property addresses;
- photographs;
- payment records;
- quotations;
- invoices; and
- communications concerning the job.

We use this information to prepare quotations, complete work, communicate with the customer, maintain business records, manage warranty claims and comply with our legal obligations. We retain this information only for as long as reasonably necessary for these purposes or as required by law.

We will not sell customer information to third parties.

Information may be disclosed where reasonably necessary to our workers, subcontractors, professional advisers, insurers, payment providers or where required by law.

A customer may request access to, or correction of, their personal information by contacting us using the details on this document.

### **41. COMMUNICATION**

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The customer agrees that we may communicate about quotations, bookings, invoices, work updates and warranty matters by:

- telephone;

- text message;
- email; or
- another contact method provided by the customer.

The customer consents to receiving electronic communications and documents for the purposes of the Electronic Transactions (Victoria) Act 2000.

The customer is responsible for ensuring their contact details are correct.

Important changes to the agreed work should be recorded in writing.

## **42. REVIEWS AND PUBLIC COMMENTS**

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Before publishing a review, complaint or public comment alleging that our work is defective, the customer agrees to first give Signature Regrout Solutions a reasonable opportunity to inspect and, if appropriate, rectify the issue in accordance with the Warranty Claim Process clause of these terms.

Nothing in this clause prevents the customer from exercising a lawful right, making a complaint to a regulator, or making an honest and accurate review or comment about their experience.

## **43. DISAGREEMENTS AND DISPUTE RESOLUTION**

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If a concern arises, both parties must first attempt to resolve it in good faith through direct and reasonable communication.

The customer should provide details of the concern and allow us a reasonable opportunity to inspect the work and respond before taking further action.

If the concern is not resolved within 14 days, either party may refer the matter to the Victorian Small Business Commission, Consumer Affairs Victoria, VCAT or another appropriate mediation, tribunal or legal service.

Each party bears its own costs of resolving a dispute unless a court, tribunal or applicable law orders otherwise.

## **44. GOVERNING LAW AND JURISDICTION**

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These terms, and any dispute arising from them or from the services, are governed by the laws of Victoria, Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts entitled to hear appeals from those courts.

Any mandatory consumer or domestic-building requirement will take priority over a term in this document where the two are inconsistent.

## **45. INDEPENDENT CONTRACTOR**

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Nothing in these terms creates a partnership, joint venture, agency or employment relationship between Signature Regrout Solutions and the customer.

## **46. INTELLECTUAL PROPERTY**

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A quotation, report, photograph, thermal image, moisture reading, inspection record, document or methodology prepared or used by Signature Regrout Solutions remains the intellectual property of Signature Regrout Solutions.

Nothing in this clause restricts the customer's use of a document reasonably required for their own records, insurance, warranty or legal purposes.

## **47. WAIVER**

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A failure or delay by either party in exercising a right under these terms does not operate as a waiver of that right.

A waiver of a right is only effective if it is in writing and signed by the party giving the waiver, and applies only to the specific instance and purpose for which it is given.

## **48. ASSIGNMENT**

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Signature Regrout Solutions may assign, novate or otherwise transfer the benefit of these terms, including in connection with a sale or restructure of its business, by giving the customer reasonable notice.

The customer must not assign or transfer any right or obligation under these terms without our prior written consent.

## **49. VARIATION OF THESE TERMS**

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We may update the standard version of these Customer Service Terms from time to time, including as published on our website.

The version of these terms that applies to a job is the version in force when the customer accepted the relevant quotation, unless a variation is later agreed in writing by both parties.

## **50. INVALID TERMS**

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If a court or tribunal decides that a section of these terms is invalid or unenforceable, the remaining sections will continue to apply.

The affected section will be limited or removed only to the extent necessary.

## **51. NO RELIANCE ON VERBAL REPRESENTATIONS**

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The customer acknowledges that they have relied only on the written quotation and these terms in engaging Signature Regrout Solutions.

No verbal statement, estimate, opinion or representation made by an employee, contractor or representative of Signature Regrout Solutions forms part of this agreement unless it is confirmed in writing by Signature Regrout Solutions, except to the extent a right cannot be excluded under the Australian Consumer Law.

## **52. FULL AGREEMENT**

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These terms, the accepted quotation, the invoice and any written variation form the complete agreement for the job, and replace all prior discussions, representations or understandings about the job.

The customer confirms that they have not relied on any representation, promise or statement that is not recorded in the quotation, these terms or a written variation, except to the extent that a right cannot be excluded under the Australian Consumer Law, including in relation to misleading or deceptive conduct.

Any additional promise or change must be recorded in writing to form part of the agreement.

## **CUSTOMER ACKNOWLEDGEMENT**

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By approving the quotation, confirming the booking, paying a deposit or allowing Signature Regrout Solutions to commence work, the customer confirms that they have read, understood and accepted these Terms & Conditions in full.