

TERMS AND CONDITIONS

1. This quote is subject to a site measure if not already completed
2. This quotation does not include any polishing, painting or staining of timber. This should be done immediately upon completion of work.
3. Prices for timber can change at any time and if this happens this additional cost will be passed onto the customer. This price increase and additional cost may be added between the time of quote and date of installation, and notice of this change will be given in advance to the builder.
4. Any cancellations made after site measure will incur a standard call out fee.
5. It is the builder's responsibility to provide a safe working environment for all employees/subcontractors working on site to measure, install or repair stairs/balustrading and all associated costs. This includes adequate scaffolding / void protection to open areas. It is also the responsibility of the builder to remove this void protection prior to the stair installer arriving on site to install the staircase or balustrading.
6. Timber is a natural product and all is done to get the best colour match possible using select grade material, however no guarantee is given for colour matching of select timbers.
7. Timber may also move, shrink and warp over time or if subjected to different environments and Gowling Stairs takes no responsibility for any of the abovementioned variances.
8. All staircases are supplied in a raw state suitable for staining/polishing by the builder
9. Any handrails that cannot be installed on the same day as the staircase, or if they are removed by another trade (i.e. plasterers, painters etc.) will incur an additional call out fee to re-install them.
10. All materials and work undertaken on site will remain the property of Gowling Stairs until full payment is received. Full-unrestricted access must be given by the builder to allow Gowling Stairs to uninstall and remove any and all components of stairs, handrail or balustrading.
11. It is the responsibility of the builder to ensure any stairs, balustrading and/or handrails that are installed are not damaged by other trades after installation, and Gowling Stairs takes no responsibility to any of this damage.
12. It is the builder's responsibility to ensure that the worksite and stairwell is clear of all debris and/or obstruction to enable adequate work to be undertaken. The cost of clearing/cleaning a site to make it ready for stair installation will be passed onto the builder.
13. It is the customer's responsibility to ensure that they provide necessary non-slip finish for the staircase, unless otherwise stated separately in the attached quotation.
14. When installing stairs/balustrading it may be necessary to cut plaster and/or walls to ensure sufficient fixing and fit; any associated repair costs are the responsibility of the customer.
15. Any additional work by other trades required after stair installation or that is held up prior to or following stair installation is not the responsibility of Gowling Stairs and will be at the cost of the builder entirely.
16. In all quotes, width of stairs is assumed to be 1000mm wide, going of 240mm and closed string (unless otherwise specified on the quotation). Any variance to this may incur additional costs and require the job to be requisited. This includes changes to balustrading, nosings, stringers, bullnoses and all other variable stair components.
17. If the builder does not agree with any of the above terms and conditions it is their responsibility to notify Gowling Stairs prior to signing a quote or placing a purchase order.

18 Security And Charge

18.1. Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

(a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.

(c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 18.1.

Customer Acceptance

Date:

Signed:

Print Name:

Quotation Number :

Ready for site measure: Yes / No

Email order to info@gowlingstairs.com.au

Fax order to (03) 9874 7066