



**NOTICE OF COMMITTEE MEETING,  
VOTING OUTSIDE OF MEETING  
OF THE PRIMARY THOROUGHFARE BODY CORPORATE**

**Type of Meeting**                      **Voting Outside Committee Meeting**  
**Date and Time of meeting**        **Friday 27<sup>th</sup> October 2023 5:05PM**

You are advised that a Meeting of the Sanctuary Cove Primary Thoroughfare Body Corporate is Voting Outside Committee Meeting, and votes must be returned by Friday 27<sup>th</sup> October 2023 5:00pm

This notice is forwarded to all committee members.

**Note:** Only EC committee members are required to vote.

The following agenda sets out the substance of the motions to be considered at the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd,  
for and on behalf of the Secretary.

**Motions**

1. Facilities – Bridge Upgrade Works

Reply To PO Box 15, SANCTUARY COVE QLD, 4212
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**VOTING PAPER**  
**Committee Meeting for PTBC EC**

**Location of meeting:** Voting Outside Committee Meeting

**Date and time of meeting:** Friday 27<sup>th</sup> October 2023 5:05PM

**Instructions**

If you want to vote using this voting paper, then mark either YES, NO or ABSTAIN (eg. by a circle) printed opposite each motion you wish to vote on. You may on as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda.

**MOTION**

**1 Facilities – Bridge Upgrade Works**

Proposed by: PTBC Chairperson

**RESOLVED** That the PTBC agrees to expend \$120,606.20 Inc GST plus a contingency of 10% in the amount of \$12,060.62 Inc GST for the engagement of JR Electrical and Communication to undertake the replacement of lights and painting of the bridge, with funds to be expensed to the Sinking Fund – Bridges 22160 (\$57,035.00 Inc GST) and Electrical Lights 222201 (\$63,571.20 Inc GST) and that due to the nature of the works and current safety concerns, the PTBC approves the reduction in the required number of quotes to be obtained from three (3) to two (2).

**FURTHER RESOLVED** That the PTBC agrees to expend \$4,668.02 Inc GST plus a contingency of 10% in the amount of \$500.00 Inc GST for the engagement of Wallys Master Blaster to chemically treat and high pressure clean the Entry Boulevard bridge, with funds to be expensed to the Sinking Fund – Bridges 22160

**FURTHER RESOLVED** That the PTBC agrees to expend \$5,054.50 Inc GST plus a contingency of 10% in the amount of \$500.00 Inc GST for the engagement of Smartstone Group to undertake the render repairs on the Entry Boulevard bridge and to provide traffic lights (traffic management) with funds to be expensed to the Sinking Fund – Bridges 22160

Yes	
No	
Abstain	

Name of voter: \_\_\_\_\_

Signature of voter: \_\_\_\_\_ Date: \_\_\_\_\_



## ENTRY BOULEVARD – BRIDGE UPGRADE WORKS

<b>DISTRIBUTION:</b> PTBC	<b>ATTACHMENTS:</b> 6	<b>DATE:</b> Oct 2023
<b>MOTION</b> <b>RESOLVED</b> That the PTBC agrees to expend \$120,606.20 Inc GST plus a contingency of 10% in the amount of \$12,060.62 Inc GST for the engagement of JR Electrical and Communication to undertake the replacement of lights and painting of the bridge, with funds to be expensed to the Sinking Fund – Bridges 22160 (\$57,035.00 Inc GST) and Electrical Lights 222201 (\$63,571.20 Inc GST) and that due to the nature of the works and current safety concerns, the PTBC approves the reduction in the required number of quotes to be obtained from three (3) to two (2).  <b>FURTHER RESOLVED</b> That the PTBC agrees to expend \$4,668.02 Inc GST plus a contingency of 10% in the amount of \$500.00 Inc GST for the engagement of Wallys Master Blaster to chemically treat and high pressure clean the Entry Boulevard bridge, with funds to be expensed to the Sinking Fund – Bridges 22160  <b>FURTHER RESOLVED</b> That the PTBC agrees to expend \$5,054.50 Inc GST plus a contingency of 10% in the amount of \$500.00 Inc GST for the engagement of Smartstone Group to undertake the render repairs on the Entry Boulevard bridge and to provide traffic lights (traffic management) with funds to be expensed to the Sinking Fund – Bridges 22160		

### Objective

This scope of work outlines the necessary tasks and activities for the upgrade of the Entrance Boulevard bridge, focusing on painting and light upgrades. The project aims to improve the aesthetics, functionality, and safety of the bridge.

### Background

After several incidents, the Entry Bridge now exhibits extensive visual damage across various areas, with the existing paint showing signs of flaking and a dull appearance.

Furthermore, the current light fittings are no longer available for purchase, creating a challenge in maintaining a consistent illumination for users. To address this concern and ensure uniform lighting, a new fitting was investigated for procurement.

Reflectors are being used in place of lights to illuminate the area. Current lack of adequate lighting is a safety concern for road users.

To assist the contractors with quoting, a comprehensive scope of work was outlined, detailing all the necessary tasks, specifications and deliverables required for the upgrade works.

### Scope of works

The project entails the following components:

- Replacement of 24 recessed wall lights.
- Removal of 12 light fittings from the pedestrian path side.
- Installing cover plates over decommissioned light openings to achieve a seamless and flush appearance.



## ENTRY BOULEVARD – BRIDGE UPGRADE WORKS

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- Painting of rendered wall concrete pillar sections in Dulux colour "Raku."
- Painting of double steel box railings bar sections to achieve a like-for-like colour match.
- Coordination with relevant stakeholders to ensure minimal disruption to traffic and pedestrians.
- All works to be completed after normal business hours (7:30am – 4:30pm, offsite by 5:00pm)

### Light Upgrade Specifications

- Removal of 12 existing light fittings and covers on the pedestrian path side of the bridge.
- Installation of 24 black recessed wall lights – Bega Recessed wall luminaire 24212AK4, LED 13.7w, Colour temperature 4000k in colour silver, with installation housing (10490) Please find attached light specifications/data sheets.
- Installation of cover plates over decommissioned light openings to achieve a seamless and flush appearance.
- Ensure that all recessed light fitting boxes are sealed and made weatherproof.
- Ensure proper wiring, connectivity, and safety compliance.
- Testing and verification of the new lights' functionality before project completion.
- Isolation of bridge lighting in conjunction with onsite electrician's requirements.
- Temporary lighting in place to ensure safety to road/path users.

### Painting Specifications

- Prepare surfaces to ensure proper paint adhesion, including any repairs to rendered sections as required
- Apply appropriate primers (as required), minimum two (2) coat system, to achieve desired finish.
- Painting of rendered wall concrete pillar sections: Using Dulux colour "Raku" as per manufacturers specifications.
- Painting of double steel box railings bar sections: Match the existing colour to maintain visual consistency.
- Each coat of paint is to be uniform in colour, thickness, and texture and free of runs, sags, blisters, or other discontinuities.
- Employ suitable paint products and techniques to ensure durability and resistance to weather conditions.

### **Pricing**

Three (3) contractors were initially selected to quote on the project; however, DBZ declined to provide a quotation for the works. Despite this, the remaining two (2) contractors, JR Electrical and Communication and IPOWER GC, submitted their proposals for the project. While the absence of DBZ's quote was unexpected, the detailed submissions from JR Electrical and Communication and IPOWER GC were thoroughly evaluated. Both companies have previously demonstrated their expertise, making them a viable choice for the project.



## ENTRY BOULEVARD – BRIDGE UPGRADE WORKS

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Company	Set up/Sundries	Painting	Electrical	Total Ex GST	Total Inc GST
JR Electrical and Communication	\$2,900	\$48,950	\$57,792	\$109,642.00	\$120,606.20
IPOWER GC	\$4,366	\$48,800	\$57,544	\$110,720.00	\$121,792.00
Wallys Master Blaster (cleaning)				\$4,243.65	\$4,668.02
Smartstone (Bridge repairs and Traffic Management)				\$4,595.00	\$5,054.50

### Attachments

1. Entrance Boulevard – Bridge Upgrade (Scope of works)
2. JR Electrical and Communications – Quote QU0191
3. IPOWER GC – Quote171
4. Wallys Master Blaster – QU-3623
5. Smartstone – Render Repairs (email dated 12/10/2023)
6. Smartstone – Traffic Management (email dated 24/10/20230)



# ENTRANCE BOULEVARD – BRIDGE UPGRADE

## SCOPE OF WORKS

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### 1. INTRODUCTION

This scope of work outlines the necessary tasks and activities for the upgrade of the Entrance Boulevard bridge, focusing on painting and light upgrades. The project aims to improve the aesthetics, functionality, and safety of the bridge.

### 2. PROJECT OVERVIEW

The project entails the following major components:

- Replacement of 24 recessed wall lights.
- Removal of 12 light fittings from the pedestrian path side.
- Installing cover plates over decommissioned light openings to achieve a seamless and flush appearance.
- Painting of rendered wall concrete pillar sections in Dulux colour "Raku."
- Painting of double steel box railings bar sections to achieve a like-for-like colour match.
- Coordination with relevant stakeholders to ensure minimal disruption to traffic and pedestrians.
- All works to be completed after normal business hours (7:30pm – 4:30pm, offsite by 5:00am)

### 3. WORK DETAILS

#### 3.1 Light Upgrades

- Removal of 12 existing light fittings and covers on the pedestrian path side of the bridge.
- Installation of 24 black recessed wall lights – Bega Recessed wall luminaire 24212AK4, LED 13.7w, Colour temperature 4000k in colour silver, with installation housing (10490) *Please find attached light specifications/data sheets.*
- Installation of cover plates over decommissioned light openings to achieve a seamless and flush appearance.
- Ensure that all recessed light fitting boxes are sealed and made weatherproof.
- Ensure proper wiring, connectivity, and safety compliance.
- Testing and verification of the new lights' functionality before project completion.
- Isolation of bridge lighting in conjunction with onsite electrician's requirements.
- Temporary lighting in place to ensure safety to road/path users.

#### 3.2 Painting

- Prepare surfaces to ensure proper paint adhesion, including any repairs to rendered sections as required
- Apply appropriate primers (as required), minimum two (2) coat system, to achieve desired finish.
- Painting of rendered wall concrete pillar sections: Using Dulux colour "Raku" as per manufacturers specifications.
- Painting of double steel box railings bar sections: Match the existing colour to maintain visual consistency.
- Each coat of paint is to be uniform in colour, thickness, and texture and free of runs, sags, blisters, or other discontinuities.
- Employ suitable paint products and techniques to ensure durability and resistance to weather conditions.

### 4. QUALITY ASSURANCE

- Regular inspections during the painting process to monitor adherence to quality standards.
- Verification of proper paint application, coverage, and finish.
- Testing and commissioning of all newly installed lights to ensure functionality and safety.



# ENTRANCE BOULEVARD – BRIDGE UPGRADE

## SCOPE OF WORKS

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### 5. HEALTH AND SAFETY

- Adhere to all relevant SCCSL health and safety regulations and protocols during the project.
- Implement measures to protect workers, pedestrians, and vehicles from potential hazards.
- Proper disposal of waste materials, including used light fittings and paint containers

### 6. PROJECT TIMELINE

- Start Date: TBA
- Completion Date: 31 October 2023

### 7. COMMUNICATION AND COORDINATION

- Maintain open communication with PTBC project stakeholders, traffic management agencies.
- Coordinate with electricians, painters, and other contractors to ensure a smooth workflow.

### 8. PROJECT DELIVERABLES

- Upgraded bridge with enhanced lighting and fresh paint finish.
- Installed and functional recessed wall lights in predetermined locations.
- Removed light fittings and covers from the designated areas.

### 9. WARRANTIES

- Electrical labour component- 12 months
- Light fitting – As per Manufacturer
- Paint - As per Manufacture

### 10. EXCLUSIONS

- Cleaning of the bridge before commencement of works.
- Structural modifications beyond the scope of paint and lighting enhancements.
- Additional works not outlined in this scope.

### 10. PRICE

#### 10.1 Fixed price/Lump Sum

The Contractor must consider the Contract, and in particular must ensure it is familiar with the requirements of Project specifications and that fixed price proposed, takes into account all requirements to perform the Work.

Without limiting the general obligations above, the Contractor must ensure;

- (a) the total cost includes full and final compensation for the administration costs, overheads, and salary wages and benefits of staff and personnel required to perform the work after normal business hours (*unless otherwise negotiated and agreed with by the Principal*) and
- (b) that all site preparations and site re-instatement, supply and installation of all materials, supply and installation of all equipment and labour required to fulfill the contract.

**Rates** must set out the compensation to be paid for machinery and operators supplied, labour and personnel (whether employed or subcontracted) in man hours for each position description for works not included in the scope and as requested by the Principal.



## ENTRANCE BOULEVARD – BRIDGE UPGRADE

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### SCOPE OF WORKS

#### 10.2 Quotation breakdown

We kindly request that the quotation is itemised to clearly reflect the costs associated with the paint and light components of the project separately. This breakdown will assist us in evaluating and on charging the project's cost structure more effectively.

\*This scope of work represents a comprehensive outline for the bridge upgrade project. Any deviations from this scope should be documented and approved by the relevant parties before implementation.





# QUOTE

Sanctuary Cove Body Corporate

**Date**  
26 Oct 2022

**Expiry**  
9 Nov 2022

**Quote Number**  
QU-0191

**Reference**  
BLV Bridge Lights &  
Bridge Painting.

**ABN**  
59 664 570 908

JREC Trust  
JR Electrical &  
Communication  
2/1 Fairway Ave  
Southport  
License #88046

## Sanctuary Cove BLV Bridge Refurbishment.

Removal of all 24 Existing fittings.  
Installation of NEW LED recessed lights would use existing cut out in wall to minimized repairs.  
Works would be completed during hours of 7am - 3.00pm  
JR Electrical to manage the painting contractor on site, Painting of the bridge has been included as a line item.  
Please note that Sanctuary Cove would be responsible for the high-pressure cleaning of the bridge, before works to begin. This has not been included in the quote.  
Sanctuary Cove to supply traffic management for the duration of the project.  
Sanctuary Cove is to complete repairs to bridge.

Description	Quantity	Unit Price	GST	Amount AUD
Supply 24 LED Recessed Lights for the bridge. (Sanctuary Cove BLVD) 10-year warranty on fittings Sealing of all fittings, all conduits coming in and out of base to reduce insects.	24.00	1,658.00	10%	39,792.00
Labor to install lights all works will be completed during business hours 7am- 3:30 Monday - Friday	180.00	100.00	10%	18,000.00
Sundries - Screws, Plugs, silicones, hire of equipment, and access equipment, generators	1.00	2,900.00	10%	2,900.00
Painting of the bridge this will include all sides, of the bridge including the walk path and all visible areas to the bridge. These works will take 14- 20 days to complete all necessary works. Painting would include - Block Walls - 2 coats of low sheen Acrylic Steel Rails- 1st coat High build Epoxy Primer 2nd coat Dulux Aluminum Epoxy Enamel	1.00	48,950.00	10%	48,950.00
			Subtotal	109,642.00

TOTAL GST 10%	10,964.20
<b>TOTAL AUD</b>	<b>120,606.20</b>

## Terms

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- Quote will be valid for 14 days from original date.
- Isolation of electrical circuit to the bridge lights to be completed by onsite electrician to ensure all other lighting in the BLV would be working.
- There has been no allowance for replacement of cabling.
  
- 12 months warranty on all labor only
- Lead times on fittings would be 5 weeks once PO is raised fittings will be ordered and installation would be discussed with SC
- Please note that SC would be responsible of cleaning of the bridge before work commences. (High pressure clean required)
- SC to provide desired color of paint before works commences.
- Payment Terms Deposit of 40% would be required. The outstanding would be 14 days from completion.
- Full Scope of works will be provided to SC once all approvals are completed.
- There has been allowance for an Enviromental Plan for these works.



iPOWER GC  
Electrical Contractor Lic No. 86547  
Refrigerant Handling Lic No. L111943  
Email: info@ipowergc.com.au  
Phone: 0426 654 489

## QUOTE

## QUOTE171

Sanctuary Cove Primary  
Thoroughfare Body Corporate

**Date** 19 October 2023  
**Expiry Date** 18 November 2023  
**ABN** 58 332 613 361

"ENTRANCE BOULEVARD – BRIDGE UPGRADE"

Description	Quantity	Unit Price	Amount
Preliminaries: - Administration - Insurances - Site safety	1	4,366.00	4,366.00
Electrical works: - Decommission and removal of 36x existing light fittings and covers to the roadside and pedestrian path side of the bridge. - Dispose of all old fittings. - Replacement of like for like 24x black recessed wall lights – Bega Recessed wall luminaire 24212AK4, LED 13.7w, Colour temperature 4000k in colour silver and housings (10490). - Ensure that all recessed light fitting boxes are sealed and made weatherproof. - Ensure proper wiring, connectivity, and safety compliance. - Testing and verification of the new lights' functionality before project completion. - Isolation of bridge lighting in conjunction with onsite electrician's requirements. - Temporary lighting in place to ensure the safety of road/path users.	1	57,554.00	57,554.00
Painting – Bridge 1. Install stainless steel cover plates over decommissioned light openings to achieve a seamless and flush appearance. 2. Prepare surfaces to ensure proper paint adhesion, including any repairs to rendered sections as required 3. Apply appropriate primers (as required), minimum two (2) coat system, to achieve desired finish. 4. Painting of rendered wall concrete pillar sections: Using Dulux colour "Raku" as per manufacturers specifications. 5. Painting of double steel box railings bar sections: Match the existing colour to maintain visual consistency. 6. Each coat of paint is to be uniform in colour, thickness, and texture and free of runs, sags, blisters, or other discontinuities.	1	48,800.00	48,800.00

7. Employ suitable paint products and techniques to ensure durability and resistance to weather conditions.

Quality Assurance

1. Regular inspections will be conducted during the painting process to monitor proper paint application, coverage, and finish.

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Subtotal	110,720.00
Total GST	11,072.00

**Total AUD 121,792.00**

NOTE:

- All works will be completed between 7am-5pm
- Noise and dust will be kept to a minimum but can not be avoided.
- All contractors working from heights will be wearing harnesses in line with workplace health and safety requirements and working in accordance with the safety management system.
- All waste materials will be appropriately disposed of.
- Measures will be implemented to protect workers, pedestrians and vehicles from potential hazards.
- Yearly review to occur once per year for 3 years to ensure the quality of finishes.

Light fitting replacements:

The above quotation is based on the provision that the existing light fittings are easily removable and the wiring is compliant with the current electrical Australian Standards and in good working order - If any additional works are required to replace/repair wiring or light housings, additional costs are excluded herewith.



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## QUOTE

	<b>Quote Date</b>	Wally's Master Blaster
	05 Jul 2023	ABN: 17 635 113 941
		P: 07 5539 3286
Sanctuary Cove Principal G.T.P. 202	<b>Quote Number</b>	M: 0418 753 475
PO Box 15	QU-3623	E: <a href="mailto:admin@wallysmasterblaster.com.au">admin@wallysmasterblaster.com.au</a>
SANCTUARY COVE QLD 4212		A: PO Box 28, Labrador QLD 4215

### Sanctuary Cove Bvd Bridge - High Pressure Clean

Description	Quantity	Price	GST	Amount AUD
Job Requested By: Dave/Shanyn Contact details: as above Job Location: Bridge on Sanctuary Cove Boulevard Job/Works # : TBC	1.00	0.00		0.00
Chemically treat, and high pressure clean for the removal of mould and grime: - 3 lengths of wall and balustrade approx 70m each to bridge, including sides (as far as can be reached from top and banks using telescopic extension wands)	1.00	2,150.00	10%	2,150.00
Buggy Path over bridge approx 210m2 per image	1.00	450.00	10%	450.00
Traffic management by Get Traffic management - see attached	1.00	1,643.65	10%	1,643.65
			Subtotal	4,243.65
			Total GST 10%	424.37
			<b>Quote Total</b>	<b>4,668.02</b>

- To confirm acceptance of this quote please either click on the link provided in the covering email, reply directly to [admin@wallysmasterblaster.com.au](mailto:admin@wallysmasterblaster.com.au) or text/call 0418 753475. By accepting our quote (whether verbally, by text, online or in writing) you are agreeing to the attached Terms and conditions.
- Payment methods: Private Residential Customers - Eftpos (1.1% surcharge applies) or in Cash on completion of work
- Payment methods: Body Corps & Commercial Customers – EFT/bank credit or online Credit Card.



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## ▪ TERMS & CONDITIONS

### **IMPORTANT: ACKNOWLEDGEMENT OF RISKS, LIMITED LIABILITY AND CLIENT RESPONSIBILITY**

#### **1. APPLICATION OF THESE TERMS AND CONDITIONS**

These terms and conditions (“**Conditions**”) apply to all supplies and services provided by Wally’s Master Blaster (Hereinafter referred to as WMB). Where an order for works purports to be made on or subject to terms and conditions other than these terms and conditions, the client agrees that such other terms and conditions are disregarded and form no part of the contract unless WMB expressly agrees otherwise in writing.

#### **2. QUOTATIONS, APPROVAL OF QUOTES, WORKS AND FORECASTS**

Any quotation made by WMB is not an offer to sell and acceptance of quotation given will not bind WMB until accepted by WMB in its absolute discretion. All quotations are subject to withdrawal or variation by WMB at any time prior to acceptance to undertake the client’s desired works. Forecasts and estimated timelines to complete the works or job is subject to change due to various reasons, including but not limited to: weather conditions, machine or equipment breakdown and any other unforeseeable events.

**Extra Works requested on arrival:** WMB is amenable to undertake extra works, time permitting. Payment for the primary work may not be withheld if extra works are added that cannot be completed that day.

#### **3. RESPONSIBILITY AND RISK**

While WMB will use all reasonable endeavours to ensure the works are completed to the satisfaction and desire of the client, it does not and cannot guarantee that no damage to the work area will occur and is not liable for any loss or damages, subject to these terms and conditions.

**WATER INTRUSION:** While every effort is made to prevent this from happening, bad seals around windows and doors, cracks in concrete foundations and structural or architectural defects can make this unavoidable. It is the client’s responsibility as the homeowner/authorized agent to ensure that the property that you have requested us to high pressure clean is watertight. WMB will not be held liable for any damage to ceilings, internal surfaces, fixtures/fittings, paintwork etc as a result of water ingress during or after the cleaning process whether as a result of a defect or negligence such as non-closure of a formed opening (e.g. windows, doors, hatches etc).

**ELECTRICAL APPLIANCES:** Any electrical/water sensitive items to be covered by the Client to prevent water entry/damage.

**PROPERTY:** All windows must be tightly shut; plants to be covered/removed; no washing on the line; any delicate items to be covered/removed. If you are concerned about an area, please advise present employees on arrival or before they start cleaning. Remove any cars that may be blocking entry or area to be cleaned prior to our arrival. Any furniture outside must be moved if it is within the scope of works. If the client is unable to move such items, they may request the assistance of WMB personnel on arrival to site. Pets must be locked away or unable to access the work area.

**PERSONAL/PEOPLE/PUBLIC:** WMB is not responsible for any persons who enter the workspace/area of works and experience injury of any nature. In public areas, barriers will be erected to prevent access from unauthorised individuals. WMB will not be held liable of any resulting consequence of members of the public attempting to access the zoned off work area.

**NEIGHBOURING PROPERTIES:** It is the Client’s responsibility to advise neighbours of the day and approx. time we will be working at your home. Inform any surrounding neighbours that may be affected to close their windows, remove any clothing from their lines and move any items or furniture from the areas that may be affected. Failure to inform neighbours of possible damage from the cleaning process that could be damaged by splatter from our cleaning process excludes WMB from any liability. The same applies to your own furniture, clothing etc.

### **RISKS TO PERSONS, PAINTWORK, FURNISHINGS , PLANTS & PETS.**



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WMB uses a Sodium Hyperchlorite/Detergent based cleaning solution for most applications. This is delivered via high pressure venturi spray. Sensitive plants should be covered, pets and children kept indoors, vehicles moved away and anyone with allergies or breathing difficulties to vacate the premises before cleaning commences.

Surface coatings/coverings (e.g. painted walls, fly screens, colorbond sheeting, stamped or sealed surfaces etc) may become oxidised or UV/weather compromised over time and as such marking, chipping, peeling, holing or flaking from pressure cleaning can occur. While WMB takes as much care as possible in our cleaning process using semi-soft pressure wash methods to limit damaging surfaces, we cannot be held liable should this occur during or after our cleaning process. If a "pre-paint" pressure clean is requested, we will apply our standard high-pressure wash-off method which may cause significant marking of the paintwork if oxidised. The intention of a pre-paint clean is to remove surface grime, loose paint etc, without stripping the paint in the process. We cannot be held liable for marking of walls under these circumstances. WMB needs to be notified if there are any areas around the home that cannot be pressure cleaned or have cleaning solution applied. If we are not notified of this, we cannot be held responsible for any damage that may result to such surfaces. All soft furnishings and delicate plants must be moved indoors or covered on the day of cleaning. Wally's will not be liable for loss or damage to plants and fabrics during its cleaning operations if they are not protected by the homeowner. WMB will take the utmost care while working on the client's property however we do not take responsibility for any damage caused due to the above terms and conditions not being adhered to by the Client.

#### **ON COMPLETION OF WORKS**

While we undertake to ensure every job is to the highest standard, it is your responsibility as the homeowner/agent to carry out an end of work inspection to ensure you are satisfied with the job before our operatives leave the premises. If you were unable to do this for whatever reason and notice areas you are unsatisfied with we request that you call us immediately but no longer than 24 hours after completion so that we can return promptly and attend to the issue.

#### **4. TERMS OF PAYMENT**

The client agrees to pay the price quoted by WMB on completion of works, as per the terms and conditions. Terms of payment are cash or bank transfer on completion unless otherwise agreed to by WMB expressly in writing. If payment is not made in accordance with the above terms WMB reserves the right and is entitled to calculate and charge interest at a rate of 15% per annum calculated daily on any amounts outstanding.

#### **5. DEFAULT**

If:

- (a) the client/purchaser defaults in payment; or
- (b) the client breaches any other provisions of these terms and conditions,

then WMB may demand that the Client immediately account to WMB for any money owed to WMB under these Conditions and the client shall comply with such demand.

#### **6. CANCELLATIONS**

Any request by the Client for cancellation of works must be in writing and may be delivered by text or email no later than 24 hours prior to the commencement of works. WMB reserves the right to charge the minimum callout fee should the Client cancel within 24 hours of the booked date for works.

If WMB have confirmed a booking date, arrive on site and find we are unable to proceed and/or have to return another day due to unforeseen events (other than the weather or a mechanical breakdown), such as no site access, low/no water pressure issues, etc, or if we commence work and have to stop due to any reason other than that caused by mechanical breakdown or the weather, such as a chipping/flaking roof, dangerous working conditions, uncontrolled water runoff (e.g. into a waterway) we reserve the right to charge our minimum callout fee, or our hourly rate for hours worked (and parts thereof) whichever is the greater.

#### **7. COMPLAINTS & CLAIMS**



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If the Client is dissatisfied for any reason with the service provided, they must inform WMB within 24 hours of completion of service. Wally's Master Blaster strives to achieve customer satisfaction and will endeavour to resolve the problem quickly and efficiently.

Any claim by the Client arising out of the works completed subject to these terms and conditions must be made in writing and delivered by text or email as soon as practicable after discovery by the Client of the problem and in any event no later than twenty-four hours after completion of the service. The Client must supply photos and information to the extent that WMB can identify the area and defective works. WMB has the right at any time within seven days to inspect the relevant work area. If the Client alters the condition of the area within a thirty day period, except with the written consent of WMB, all claims in respect of the works completed by WMB are deemed to have been waived by the Client.

#### **8. MEDIA/MARKETING**

The Client agrees to allow WMB to utilise any photos, descriptions, reviews, quotes or videos of the property during the cleaning process, in the context of marketing/advertising for the Company. The Company will use these items described in this section without any monetary compensation to the Client. Client to advise prior to completion of works if they do not agree to this.

#### **9. BODY CORPORATE AND 3<sup>RD</sup> PARTY ENGAGEMENT OF SERVICES**

Where Wally's Master Blaster has been engaged by a 3<sup>rd</sup> party such as a Body Corporate or a subcontractor who is employed by a landlord, a property owner or property tenant, our relationship becomes one of subcontractor to that 3<sup>rd</sup> party. All instructions for work will be made through that 3<sup>rd</sup> party and acceptance of this quote is acceptance by the 3<sup>rd</sup> party of these terms and conditions.

All payments are to be made by the 3<sup>rd</sup> party.

It is the responsibility of the 3<sup>rd</sup> party to advise the landlord, property owner or property tenants of our terms and conditions and we will only receive instruction, negotiate and discuss matters relating to our work with said 3<sup>rd</sup> party.

#### **10. INSURANCE:**

WMB holds Public Liability and Workers compensation insurance.

#### **11. PARTICULAR WORK SURFACES AND RESULTS**

Surface Cleaning - marking, Embedded Stains, Calcium, Rust, Sap etc

Embedded stains from agents such as rust, calcium, mould, tree sap, etc may lighten with the application of our chemicals and subsequent pressure clean, however these may not disappear completely.

Wally's guarantees the removal of surface dirt, grime and mould, however we cannot offer any guarantee around the extent of aesthetic improvement to embedded stains, or that all stains will be removed completely. We strive for 100% customer satisfaction and will discuss with the client should this not occur.

If we are required to avoid using a chemical cleaning solution, mould spores may remain and some surface grime may remain.

Extra high pressure may be required and marking/etching of surfaces may occur - we will not be held liable should this happen.

The surface of newly laid concrete that has not yet weathered, can mark with pressure washing. While we will attempt to limit this as much as possible we cannot be held liable for undesirable aesthetic changes to the surface of the concrete.

Roof Cleans – Safety, Chipping, Splatter cleanup, Gutters , Water ingress & Soiled water

- Unsafe surfaces – We ascribe to Australian Worksafe health and safety practices. Should we find that a roof is unsafe to work on, we will immediately stop work. Should this occur we would charge for works completed on a pro-rata basis but no less than our minimum call out fee of \$200.00 plus gst.
- Damage - While all due care will be taken not to cause damage, painted roofs can flake and chip during the rotor wash process. We will not be held liable for any damages or changes in aesthetics to painted roofs should this occur.
- Paint flaking and Splatter - We reserve the right to stop cleaning if the cleaning process causes large amounts of flaking or splatter to land onto you, or your neighbours property. In the event that you request us to proceed under these circumstances we will charge for the subsequent clean-up at our standard rate/hr.
- Gutters - We do not clean the interior of gutters as part of a roof clean. This includes debris entering your gutters from the roof itself, during the clean.
- Broken tiles – We will not be held liable for damage to roof tiles during or after the roof cleaning process however, if we break or crack a tile during cleaning we will advise you and where possible attempt to replace it, provided replacement tiles are available on site at the time.





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- Water Ingress – We will not be held liable for any damage to ceilings, internal fixtures and/or fittings, external paintwork or windows as a result of water ingress or splatter during or after the roof cleaning process.
- Splatter/Overspray on your home - We endeavour to rinse off as much obvious roof splatter from the exterior of the home on completion of a clean, however it is possible some splatter marks may remain and become visible once the building dries off. Should this occur and you request us to return to clean this off, we will charge for our return visit at our standard rate per hr and no less than \$200 plus gst per visit.
- Soiled water disposal - Where practical, Wally's will endeavour to sandbag and pump soiled roof water back onto garden beds or lawns and we have spare pumps on board to mitigate spillage/breaching due to pump failure. Should soiled water breach a sandbag we will immediately stop work and remedy the breach.
- Canals, waterways etc and soiled water - Where a roof clean is requested on a home that borders a canal, waterway or lake, it is your responsibility to advise us of the location of all rainwater discharge points at the home. Should we not have been advised of all discharge points and soiled water inadvertently enters a water system, we reserve the right to immediately stop work, charge for the delay and pass any fines for water contamination on to you.
- Acceptance of liability - Should you accept this quote; you are accepting liability for any accidental ingress of soiled water into a waterway.

### **Window Cleaning**

Windows will be rinsed during our wash down however we are not professional window cleaners, and some streaking and spotting may remain. Professional window cleaning may be required after pressure cleaning has been completed.

### **Surface Sealing Warranty, spotting and surface grip/slip.**

The purpose of a sealer is to reduce surface porosity to make it easier to clean and improve aesthetics however Sealers can reduce grip and therefore cause surfaces to become more slippery when wet. This can be mitigated with the application of a slip-reducing additive. Should this be requested, this would be at the property owners' expense. Please discuss this with us if you are at all concerned before agreeing to proceed.

Due to the diversity in both surface use from light pedestrian foot traffic to heavy vehicle and /machinery traffic, as well as major variation in exposure to the elements, surface sealants are only warrantied against defect in the actual product itself, however no warranty of surface longevity is offered or implied as this can range from a few months to several years.

Wally's only uses approved driveway sealant products from On-Crete Australia.

On rare occasions, porous surfaces can develop water spotting (leopard spotting) and while this is a normal occurrence that disappears during dry weather, spotting can be improved with additional coat/s of sealer at the owners' expense.

### **Decks:**

While most timber decks can be cleaned with a rotary pressure cleaner ("Whirl-Away"), some decks may flake or mark - this cannot be known until the work starts. Where we notice marking or flaking, we will immediately advise you of this and either stop work or complete the work with a soft wash. No liability for marking or flaking will be borne by Wally's should this occur.

Most coated timber decks will withstand a diluted Sodium Hyper-chlorite/Detergent cleaning solution as used by us during a building wash, however some poor-quality timber coatings will spot or blemish with water or chemicals. Please discuss this with us beforehand should you have any concerns.

### **Awnings, Umbrellas, sails, pontoon carpets etc:**

We clean most outdoor fabrics with our standard chemical treatment and soft wash method, however over time fabrics can become weather compromised - stitching may fray or and/or holes may form when pressure washing starts. No liability for damage to weather compromised fabrics will be borne by Wally's Master Blaster should this occur.

### **Acid washes:**



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While all due care will be taken during an acid wash to remove only deleterious material from the specified area, Wally's has no control over the nature of the substrate itself, as such no liability will be borne for unwanted changes to the aesthetics of the surface as a result of the acid wash and subsequent pressure clean. See embedded stains.

**Water supply:**

Potable water from a garden tap or similar to be made available free of charge for the duration of the cleaning process. Rain or bore water is unsuitable for use in our machines.

**Electrical power points, appliances, lights etc & Water ingress**

Please notify us if you feel your outdoor electrical fittings are not weatherproof and need protection. We will protect them to the best of our ability with protective film and duct tape (charges for time and materials will apply), however there is still the possibility that water could enter and cause tripping of the power supply.

Wally's will not be held liable for any losses, damages or electrician call out and repair fees should this occur.

**12. AGREEMENT TO TERMS AND CONDITIONS:**

By accepting our quote, the client agrees and accepts all terms and conditions provided. The client authorises Wally's Master Blaster to undertake the works specified in the provided quote. Acceptance of the terms and conditions provided releases Wally's Master Blaster from property damage, unless damage is caused by gross negligence or wilful misconduct.

**13. MISCELLANEOUS**

"Amounts Outstanding" means, at any time, all amounts owed by the Purchaser to the Supplier at that time whether arising under the Contract or otherwise;

"Conditions" means the terms and conditions set out in this document;

"Works" means all or services described in this document;

"Loss" means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property;

"Client" means the person (including its successors, personal representatives and permitted assigns) acquiring Services from WMB and where this consists of more than one person the obligations in the Contract are deemed to be joint and several;

"Related Body Corporate" has the meaning given to that term in the Corporations Act 2001 (Cth), and "Related Bodies Corporate" has a corresponding meaning;