



# Pour&Polish

*Terms & Conditions of  
Trade 2017*

Pour & Polish will work with the builder and concreter to achieve the best possible outcome.

As part of this agreement we will take no responsibility for the following list of occurrences - Exposure of aggregate achieved, for example, to remove any screed marks or footprints left from the concreter - additional grinding may be required which will incur a greater cost. Imperfections or flaws that develop in the slab over time due to inconsistent concrete mix, cracking, rising damp, staining of the slab etc. For new slabs we recommend to use 32 MPA concrete. All Minimum and Nil/Burnished exposed polished floors, it is important that the client uses a concreter that is experienced with polished concrete slabs to ensure the best possible results.

*\*The list above is the complete responsibility of the concreter. We can offer clear guidelines to obtain optimum results.*

- Should further grinding, repair or any other works are required at the request of the client, Pour & Polish will quote these works as a variation to the original quote and additional works will commence after signing the agreement. Examples of this are humps or bumps and hand levelling to window edges or additional levelling.
- Pour & Polish will remove 4-6mm of concrete from floor to expose aggregate in its grinding, anything over this will be charged accordingly, through a variation to the original quote.
- The first grind must be started at 7-21 days after the slab being poured. This must be completed before any other construction work commences on the slab.
- Pour & Polish is not responsible for damage by any other trades or outside influences. Repair for such will be treated and quoted as a variation to the original quote. The floor between first and second stage is susceptible to staining and care must be taken.
- Should the client decide to cover the floor it is imperative that plastic is not used at any stage as the floor can sweat and cause colour variations. Duct tape or any tape should not be used on the floor.
- Doorway openings must be a minimum of 720mm to allow for grinder access.
- When working in the vicinity of plaster walls, doors and joinery, window frames, cabinetry and fixed appliances, we endeavour to be as careful as possible but we take no responsibility for any unforeseen damage.
- Pour & Polish will return for the polishing after plaster and before skirting board, paint and joinery being fitted. The floor must be swept and free from scaffold and building debris.
- Pour & Polish is to be provided with clear vehicle and generator access to the site with a stable base of crushed rock (if required) during the wetter months. Towing will be at client's expense. Disposal of bagged grinding dust, unless otherwise arranged is the responsibility of the client.

*Caution; Concrete floors may be slippery, particularly when wet. Please take care as no responsibility is accepted.*

Eco Cure curing compound should be used on all new slabs. No other curing compounds are to be applied to new concrete that is to receive any coating as this will prevent adequate bonding of the coating to the concrete where a specific curing compound with supporting technical data to contradict the above, the responsibility for any subsequent failure rests totally with the client.

The Client is to warrant that the substrate surface will be free of obstructions and in a condition ready to receive the application of the system coating. Additional charges may apply at a reasonable rate determined by us if the surface must be cleared or treated.

Provision for rubbish disposal will be available on site unless nominated on the quotation.

Water access must be available within 50 metres of the work site.

Pour & Polish predominantly use UV stable sealers and coatings. If (at the request of the client or otherwise) a non UV stable sealer or coating is used, Pour & Polish will take no responsibility for any discolouration or imperfections that may occur from exposure to direct sunlight.

Unless specifically listed by us in the quotation, no allowances have been made to reinstate or caulk joints.

Where cracks have been allowed for and reinstated, no responsibility will be taken by us to rectify where movement exceeds the capabilities of the materials.

Due to necessity for high speed grinding equipment being operated right up to wall edge or skirting boards, some marking may occur on these surfaces. All care will be taken to reduce these markings however Pour & Polish will not accept any liability from client for any such markings.

Though precautions will be taken, many systems are a handmade product and may carry some irregularities or imperfection. By accepting this quote you accept these aspects. All resin-based floors are applied by a hand laid method of an artesian nature. Although all work is carried out in a tradesman like manner there will be some minor imperfections in the finished floor, such as roller marks, reflective cracking, minor undulation or trowel marks. By accepting this quote you are acknowledge that you are aware of these facts.

Payment terms as stated in quotation, As per the securities of payment act overdue amounts may carry interest at the rate of 6% plus the RBA cash rate per annum from the due date of payment in full. You also agree to indemnify us against any costs (including without limitation legal costs on a full indemnity basis) that we may incur in connection with recovery or attempted recovery of overdue accounts (Handover).

All best trade practices and due care will be taken to ensure adequate preparation, bonding and installation of the system in accordance with manufacturers technical advice. However our warranty is void should the system fail as a result of any of the following:

- \*Failure within substrate due to concrete fracture
- \*Structural movement including stress fracture
- \*Mechanical damage
- \* Rising moisture
- \*Oil or other contaminations
- \*Any unforeseen circumstances beyond our control
- \*Alteration of use contrary to that specified at the time of applications (i.e. warehouse converted to manufacturing area).

It may be admissible that an independent assessment of any of the above issues may be required to determine the cause in which any costs associated will be attributed to the client.

Colour variations can and may be apparent in all concrete surfaces; no responsibility will be taken for colour variations. Surface polished slabs are prone to colour inconsistencies, no responsibility by Pour & Polish, we will advise if there is colour differences.

Pour & Polish generally use 3 Phase power provided by our mobile power plant and will be charged either daily hire or weekly hire at a predetermined rate as quoted.

It is important for the client to be onsite during the first cut process to examine the exposure of the aggregate so we have a complete understanding of the look the client is expecting. After this time period Pour & Polish will take no responsibility for change of mind if you are unhappy with the exposure and finish of the floor. Additional charges will apply depending on how far into the process we are if the client changes their mind.

Once the floor was been completed, the client is to notify Pour & Polish within 7 days of any defects. Additional charges may apply for defects noted outside this time period.

#### *Quotation;*

The quotation will be valid for a 30-Day period from the date of quotation or as agreed.

#### *Payment;*

To secure payment of all fees due or fees which may become due, the client hereby charges all of the clients interest in real property both present and future, and the client consents to the firm lodging a caveats noting its interest here-under. A booking fee when requested of 25% is required upon acceptance of quotation. Authority to proceed, (written or verbal or any other way conveyed); automatically constitutes acceptance of the above terms and conditions.

*Our Terms are strictly COD or otherwise as per agreement prior to commencement of works are 14 Days from date of Invoice.*