

TERMS OF TRADE – Wood Trades Pty Ltd

(Applicable to Fencing Works and Domestic Building Works in Queensland)

Please read the terms of trade listed below. You can accept these terms by replying to the email that this document was attached to. These terms/quote need to be accepted before we begin work at your property.

1. Parties & Contract Details

- **Contractor:** Wood Trades, QBCC Licence No. 15510481, ABN 50683969342, Address: 18 Gibsonville Street, Tallebudgera Valley.
- **Customer / Property Owner:** As outlined on the corresponding Quote.
- **Site Address:** As outlined on the corresponding Quote.

2. Scope of Work

- The scope of work is as outlined in the corresponding Quote, including fencing works and/or domestic building works.
- Acceptance of the Quote by the Customer constitutes a binding contract under these Terms of Trade and in accordance with [QBCC](#) (For building works, not fencing works).

3. Contract Price & Validity

- Contract price is outlined on the Quote.
- Prices include GST and remain valid for 30 days.
- Where stated, prices may be subject to site inspection.
- Pricing assumes full scope acceptance. Partial acceptance may alter pricing.

4. Payment Terms

- **Deposit:**
 - 10% deposit unless otherwise agreed.
- **Progress Payments:** As outlined in the Quote, proportionate to work completed.
- Payment is due as specified on invoice. Non-payment may incur interest at bank reference rate +2%, recovery of goods, or legal action. Property in goods remains with Wood Trades until payment is received in full.

5. Cooling-Off Period (Domestic Building Contracts Only)

- The Customer may withdraw within **5 business days** after receiving:
 1. A signed copy of the contract (Quote + Terms of Trade + plans/specifications), and
 2. [The QBCC Consumer Building Guide](#) (if contract $\geq$ \$20,000).
- Written notice of withdrawal is required. Contractor may recover reasonable out-of-pocket expenses (plus \$100).

6. Home Warranty Insurance (Domestic Building Contracts Only)

- For contracts $>$ \$3,300, Wood Trades will collect and pay the Home Warranty Scheme premium to QBCC within 10 business days or before work commences.
- Owner will receive a Notice of Cover from QBCC.

7. Commencement & Completion

- Start date will be agreed in writing.
- For contracts $\geq$ \$20,000, a Commencement Notice will be issued within 10 business days of start, stating expected completion date.
- Practical completion will be determined per contract terms.

8. Plans, Specifications & Foundations Data

- For domestic building works, required plans/specifications are attached to and form part of the Quote.
- If foundations, slabs, or subsoil works are involved, foundations data will be obtained and provided upon payment.

9. Variations

- All variations must be agreed in writing, dated, and signed before work begins.
- Variations may affect pricing and completion time.

10. Site Conditions & Surveying (Fencing Works)

- In the absence of surveyor's pegs, all reasonable care will be taken but Wood Trades accepts no liability for misalignment. Owners must provide survey if exact placement is required.
- No allowance is made for underground obstructions (rock, concrete, roots, etc.) unless specified. Extra costs may apply.
- Owners must clearly identify underground services if it's agreed this will not be carried out by a third party (and stated as an inclusion on the quote). Wood Trades is not liable for damage to unmarked or misidentified services. Costs for vacuum excavation may be on-charged.

11. Cancellations

- Orders may not be cancelled without Wood Trades' written agreement. Liquidated damages may apply.

12. Warranties & Quality

- **Domestic Building Works:** Work will be carried out with reasonable care and skill, using materials fit for purpose unless stated otherwise.
- **Fencing Works:** Installations are guaranteed against defects in materials and workmanship for 12 months from completion. Excludes normal wear and tear, misuse, alterations, or consequential loss.
- Manufacturer or supplier warranties apply where relevant.

13. Termination & Dispute Resolution

- Either party may terminate for substantial breach after giving:
 1. A written Notice of Breach, and
 2. A Termination Notice if breach is not remedied.
- Domestic building disputes should first follow QBCC dispute resolution.
- Other disputes may be referred to mediation or legal remedies under Queensland law.

14. Record Keeping

- Parties must retain contract, quotes, and supporting documents for at least 7 years.

15. General Provisions

- This agreement is governed by Queensland law.
- Notices must be in writing and delivered by agreed method.
- Customers are encouraged to obtain independent legal advice before acceptance.

16. Amendment

- Wood Trades may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by **Wood Trades** to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request.