

1. The client will be responsible for all payments to Advanced Aspects or its contractors unless otherwise notified in writing prior to commencement
2. The client shall provide water and electricity at no charge to Advanced Aspects
3. The client shall provide Advanced Aspects and its contractors access to site during normal working hours and storage space for materials during the contract progress
4. Any addition and/or alterations to the schedule shall be properly treated as variations and subject to written instructions, please note an email is regarded as a written instruction
5. Advanced Aspects or its contractors are not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to us in writing and apparent on visual inspection
6. The cost of the works is detailed on the Advanced Aspects Quote, this is to be signed and forms part of these terms and conditions along with any plans and details.
7. Stage payments to be made as agreed by Advanced Aspects and you the Customer; all outstanding balances must be paid upon practical completion of the works or when requested for works already completed and payable in full within 7 days of our invoice, failure to pay may result in termination of our agreement and contractual obligations and/or the instigation of debt collection processes, additional charges and/or removal of materials owned by Advanced Aspects and/or a Caveat placed on the property (see item 24).
8. Quoted prices are fixed for the term detailed and the items detailed on the Advanced Aspects Quote, acceptance before that date will ensure no increase in the cost of the works specified in the quotation; this price to remain fixed until the end of the works or 3 months whichever is the sooner, unless a variation is raised as detailed in item 4 or costs incurred under item 5
9. All special conditions, of which Advanced Aspects has been informed are noted in the quotation and agreed by both parties
10. It is very important and the responsibility of the Client to ensure we are made aware of any special/statutory Bylaws/Conditions/Permissions or easements that may be involved
11. We accept no responsibility for works that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws or regulations have been applied before commencement of any works unless detailed by us in the quotation
12. Advanced Aspects are not responsible for any Shire Planning/Engineers acceptance unless stated on the Quote, if you are in doubt please seek Shire and Engineers details prior to commencement of works.
13. We are not able to accept responsibility for the well being and maintenance of materials and living plant material, including turf, following practical substantial completion unless a maintenance contract is in existence
14. If necessary we reserve the right to substitute any plant with another of equal value and growth/habitat/colour in accordance with the specification
15. Concrete and limestone mixes; In some instances, especially where small width pathways adjoin wider areas small surface cracking may occur, this is very common especially during Perth's warmer months and is in no way a defect, your concrete has been laid in accordance with AS3727. A suitable flexible mortar can be used to dress the cracks should they occur. The following excerpt is from the Master Builders Association of Western Australia & Cracking of concrete slabs is a common occurrence, but it is not necessarily a major problem.; Some slab cracking is almost certain because concrete shrinks as it loses moisture, when temperatures change or when there is ground movement. While slab cracks can look unsightly and affect the application of tiling or other floor finishes, many cracks do not affect the structural integrity of the slab; Optimum temperature for concrete curing is a constant 23 degree C, this is almost impossible and mechanical covering and water soaking taints the finish on exposed concrete. Exposed aggregate is a screeded finish, whilst every care is taken to achieve an optimum finish, please be aware that some trowel marks and slumping; on sloped areas may be apparent in certain light conditions especially early morning
16. Limestone and cement slab pours may leave a slight residue on surrounding areas due to the cleanup process, we will clean off at the time of the pour but take no responsibility for stray splashes on paintwork or windows etc. this can be removed by gentle rubbing with a scrubbing brush
17. Retaining walls, Advanced Aspects are not responsible for any sealing of retaining walls and planters etc. unless specified in the quote
18. Advanced Aspects cannot be held responsible for colour variations in products already installed and new products supplied by us, if you are in doubt of potential colour matches please satisfy yourself that we have provided the correct product before sign up or alternatively source a matching product and supply to Advanced Aspects
19. We are not able to accept responsibility for any damage through the elements, including drought, winds, rain and water runoff and hail to any supplied or existing material(s) including plants
20. We are not able to accept responsibility for any Property Damage to any land or buildings or other property caused directly or indirectly by or in any way connected with vibration.
21. Upon practical substantial completion the responsibility for the care and watering of all plants, lawns, etc., is handed over to the client and will require regular attention and additional watering until established (daily in warmer months)
22. Severe weather conditions, including inclement weather, may cause the delay of the start date of the contract
23. Delays caused by other companies on site arranged by the client may cause work to be rescheduled and charges may be made in certain circumstances. In these circumstances we reserve the right to ask for payment for all sections works completed to date but may not request payment for any works not yet commenced
24. All materials on site remain the property of Advanced Aspects until payment is received in full
25. Maintenance is not included in the contract unless specified

26. Advanced Aspects will hold Public Liability insurance during the term works for the client
27. Once work has commenced should you the client raise any major issues these terms and conditions and any contractual obligations resulting from them can be terminated by the you client in writing giving the reasons for termination. Advanced Aspects are given the right to remedy the issues within 30 days of the intent to terminate; any costs for materials and labour already incurred are to be paid in full by the client
28. Advanced Aspects reserves the right to terminate the agreement and contractual obligations upon non payment by you the customer for works already completed within the 7 day timeframe detailed in item 7
29. You are required to remove any items to a distance of 1.5m away from the working area, any damage caused to items closer than this is not the responsibility of Advanced Aspects
30. Our guarantee against our workmanship is valid for 3 calendar months, this is in addition to your rights as a consumer for any products supplied and/or manufactured by other companies and installed by us, where this is the case product warranties for these materials lies with the manufacturer or supplier
31. Synthetic Turf Warrantees, there is a 6 year (the exact term will be listed on your quote/invoice) manufacturers structural warranty, this covers defects in manufacture and breakdown of backing, there will be some fading of the grass blades over the warrantee period, this is perfectly normal, this warranty is pro rata per year (16.5% per year; for example successful warranty claims with the first year will result in 83.5%, second year 67% and so on) and covers the cost of replacement turf only, labour is not included in this warranty.
32. Our workmanship guarantee does not include damage by natural causes such as inclement weather, flooding, water run off or any subsidence
33. We reserve the right to change these terms and conditions at any time.