

Quote Terms and Conditions

Between Sample Trading Pty Ltd (ABN 51 824 753 556) and Northside Cafe Group

Version 1 · Updated 2026-09-18

Read this first. These terms are for commercial work, work for another business, and small repairs where no home building contract is required. If you are quoting a homeowner for renovation, extension or new build work, your state has its own act with mandatory contract terms, cooling-off rights and warranty insurance, and those rules override this document. Use the contract your state building regulator or industry body publishes for that work.

1. The quote and how it is accepted

Quote Q-1042 dated 1 October 2026 is given by Sample Trading Pty Ltd, ABN 51 824 753 556 (we, us, our) to Northside Cafe Group (you, your). The quoted price is \$4,800, and we will tell you on the quote whether that includes GST.

The price stays open for 14 days from the date of the quote, after which we may requote, because material and labour prices move. You accept the quote by signing it, replying in writing including by email or text, or by paying the deposit. When you accept, these terms and the quote become the contract between us, and they apply even if your own purchase order says something different.

2. What is included and what is not

The price covers this work: Supply and install of counter joinery and associated electrical to the plans dated 1 October 2026.

Only what is written in the quote is included. The following are not included in the price: Council permits, asbestos removal, and any work above the ceiling line. Unless the quote says otherwise, the price does not include permits or council fees, engineering or design, asbestos testing or removal, repairs to things we find already broken, painting, landscaping or making good beyond the immediate work area, or the removal of rubbish that was on site before we arrived.

3. What we have assumed about the site

This quote assumes clear and safe access during normal working hours, a working power and water supply where the job needs it, a clear work area, and that the site is as it appeared when we quoted.

You agree to tell us before we start about anything you know of that could affect the work, including asbestos, hidden services, structural problems or a past insurance claim on the same area. If we find conditions that are materially different from what we could reasonably see when we quoted, we will stop, tell you in writing what we have found and what it will cost, and wait for your written approval before continuing. We are not responsible for a delay caused by that, and we will not charge you for time we can reasonably use elsewhere.

4. Extra work and variations

If you want work that is not in the quote, or if approved extra work is needed, we will give you the price and any effect on the dates in writing before we start it, and we will wait for your written approval. Approval by email or text is enough.

Neither of us may change the price, the scope or the dates on our own. Once a variation is approved it is invoiced with the next payment stage or on completion, whichever comes first. If you ask us to do something urgently and confirm in writing that you accept the cost, we may start before the paperwork catches up.

5. Deposit and progress payments

A deposit of 10 percent of the price is payable when you accept the quote. We order materials and hold your date once the deposit is received, and we are not required to start before then. The deposit comes off your final invoice.

Progress payments are due as follows: Fifty percent on completion of rough-in, balance on handover. We may invoice for materials and work already done at any agreed stage. If you cancel after we have ordered materials, we may keep or invoice the amount needed to cover what we have actually spent and cannot return, and we will show you the evidence for it.

6. Payment

You agree to pay each invoice in full within 14 days of the invoice date, into the account shown on the invoice. If you dispute part of an invoice you will pay the rest by the due date and tell us in writing what you dispute and why.

Each state and territory has its own security of payment legislation for construction work, and the rules and the time limits are different in each one. Nothing in these terms takes away either side's rights under the Building and Construction Industry Security of Payment Act 2002 (Vic), including our right to make a payment claim and to have a short dispute decided by an adjudicator, and any time limit in that legislation applies whatever these terms say. If there is a conflict between these terms and that legislation, the legislation wins.

7. Late payment

If an invoice is not paid by its due date we may charge simple interest on the overdue amount at 10 percent a year, worked out daily from the due date until we are paid.

We may also stop work while an invoice is overdue, after telling you in writing and giving you a fair chance to pay, and we are not responsible for delays caused by that. If we have to recover the debt you agree to pay the reasonable costs we actually incur, such as an agent or court filing fee. We will not charge an amount that is more than our genuine loss, because a charge that works like a penalty can be struck out.

8. Cancelling or rescheduling

If you need to change the date, please give us as much notice as you can and we will do our best to fit you in. If you cancel or postpone with less than two business days notice, we may charge for costs we have already properly incurred and for time we cannot reasonably fill.

Our call out charge is \$150, which covers travel and the first attendance, and it is payable if we attend and cannot start because the site is not ready or nobody is there to give us access. If we have to postpone, we will tell you as soon as we know, offer you the next available date and will not charge you for the delay.

9. Consumer guarantees, our warranty and liability

Nothing in these terms excludes, restricts or changes any right or guarantee you have under the Australian Consumer Law or any other law that cannot be excluded. Where the Australian Consumer Law applies, our work comes with guarantees that it will be carried out with due care and skill, will be fit for the purpose you told us about, and that materials will be of acceptable quality. For a major failure you may cancel and seek a refund of the unused part, or seek compensation for reasonably foreseeable loss.

On top of that, we warrant our workmanship for twelve months from completion, and we will come back and fix a defect in our work in that period at no charge. Manufacturer warranties on materials are passed through to you. We are not responsible for normal wear, movement or fading, for damage caused by someone else's work or by misuse, or for a problem in the existing structure that we did not touch. Where the law allows us to limit liability, our liability is limited to redoing the work or refunding what you paid for the affected part, and neither of us is liable for indirect loss such as lost profit, except where the law says otherwise.

10. Ending the job

Either of us may end the contract for any reason by giving the other 14 days written notice. The notice is the same for both of us.

Either of us may end it immediately by written notice if the other seriously breaks the contract and does not fix the problem within seven days of being told in writing, if the site is unsafe and cannot be made safe, or if the other becomes insolvent. If the contract ends, you agree to pay for all work done, materials supplied and costs properly committed up to the end date, and we will leave the site safe and hand over what you have paid for.

11. If we disagree

If there is a problem, tell us in writing what it is and what you want done. We will respond within five business days and we both agree to talk it through in good faith and try to sort it out on site if we can.

If it is not resolved within twenty business days, we both agree to mediation with a mediator we both accept, or one appointed by the Victorian Small Business Commission, sharing the cost equally. Only after that may either of us start court proceedings, except where urgent relief is needed or where a statutory adjudication or tribunal process applies. This clause does not stop you complaining to a consumer protection or building regulator.

12. Governing law

These terms are governed by the laws of Victoria, Australia. Both of us submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that hear appeals from them.

Where a law of Victoria or the Commonwealth applies and cannot be excluded, that law applies and these terms are read to fit with it.

13. The whole agreement

The quote and these terms are the whole agreement between us about the job. They replace every earlier conversation, text message, sketch and verbal estimate, unless it is attached to the quote or written into it.

If part of these terms cannot be enforced, that part is removed and the rest keeps working. Neither of us gives up a right by not enforcing it straight away. Any change must be in writing and agreed by both of us.

Signed by both parties

Sign and date below. Keep a signed copy each.

Sample Trading Pty Ltd

_____	_____	_____
Name and position	Signature	Date

Northside Cafe Group

_____	_____	_____
Name and position	Signature	Date