



ROOF'D UP (QUEENSLAND)

Terms & Conditions of Trade

ABN: 14 631 566 278 | **QBCC Licence:** 15453869

Cairns, Queensland

1. Definitions

Roof'd Up, we, us or our means Roof'd Up (Queensland), including its employees, contractors, and agents. Client means the person or entity engaging Roof'd Up to perform the Works. Works means all roofing works, labour, materials, advice, inspections, and related services provided by Roof'd Up. Site means the property where the Works are carried out. Practical Completion means when the Works are substantially complete and fit for their intended purpose.

2. Acceptance & Priority of Terms

These Terms & Conditions apply to all Works unless expressly varied in writing and signed by Roof'd Up. These Terms override any terms proposed by the Client, including purchase orders or other documents. Acceptance occurs when the Client accepts a quote, requests commencement, makes payment, or allows Works to proceed. Payment of any deposit or part payment constitutes acceptance of these Terms & Conditions.

3. Quotes & Scope of Works

All quotes are based on visible and accessible areas of the Site at the time of inspection. Quotes do not include rectification of latent, hidden, or pre-existing conditions unless expressly stated. Quotes exclude hidden defects, structural inadequacies, non-visible water ingress, asbestos, or other hazardous materials unless expressly stated.

Any work outside the quoted scope constitutes a variation and will be charged separately.

4. Variations

Any change to the scope constitutes a variation. Variations may be instructed verbally or in writing. Variations required for safety, compliance, or weather protection may be carried out immediately. Variations are payable in addition to the quoted price, even if not priced in advance.

5. Site Access, Safety & Scaffolding

The Client must provide safe, clear, and unrestricted access to the Site for the duration of the Works. Where scaffolding is required to comply with WHS requirements, it must be provided by the Client unless agreed otherwise in writing. Delays or costs caused by restricted access, unsafe conditions, or obstructions may be charged to the Client.

6. Payment Terms

Payment is due within 14 days of the invoice date unless otherwise agreed in writing. Deposits and/or progress payments may be required prior to or during the Works. Final payment is due upon Practical Completion. Payment must not be withheld for minor defects, weather delays, or unrelated disputes. Payment must be made in full without set-off or counterclaim.

7. Deposits, Cancellation & Forfeiture

Deposits secure booking, scheduling, administrative costs, procurement of materials, and allocation of labour. If the Client cancels after paying a deposit, the deposit is non-refundable to the extent permitted by law. Roof'd Up may deduct reasonable costs incurred, including administration, materials ordered, labour allocation, recovery costs, and loss of scheduling opportunity. If cancellation occurs after Works commence, the Client remains liable for all Works performed and costs incurred in excess of the deposit.

8. Late Payment, Interest & Enforcement

Interest accrues on overdue amounts at 3% per month, calculated monthly. The Client is liable for, and indemnifies Roof'd Up against, all reasonable costs incurred in recovering overdue amounts, including legal fees (on a solicitor/client basis), debt collection fees, adjudication costs, and court costs. Roof'd Up may suspend Works immediately for non-payment without liability.

9. Security of Payment (Queensland)

These Terms operate in addition to rights under the Building Industry Fairness (Security of Payment) Act 2017 (Qld). Roof'd Up retains all statutory rights to issue payment claims, suspend Works, and recover debts through adjudication.

10. Ownership of Materials

All materials remain the property of Roof'd Up until full payment is received.

Risk in materials passes to the Client upon delivery to the Site or installation, whichever occurs first.

Where payment remains outstanding, Roof'd Up may lawfully enter the Site at reasonable times to recover unpaid materials.

The Client grants Roof'd Up an irrevocable licence to enter the Site for this purpose, to the extent permitted by law.

11. Weather Delays

Roof'd Up is not liable for delays caused by weather including rain, cyclones, heat, humidity, or unsafe conditions. Completion dates are estimates only.

Roof'd Up is not responsible for storm or cyclone damage occurring before commencement of the Works, during weather-related delays, or after Practical Completion.

12. Pre-Existing Defects & Fragile Materials

Roof'd Up is not responsible for damage arising from pre-existing defects or deteriorated materials.

Discovery of such conditions may result in additional costs treated as variations.

13. Warranties

Roof'd Up provides all non-excludable warranties required by law.

To the maximum extent permitted by law, all other warranties are excluded.

Warranties do not apply to storm or cyclone damage, normal wear and tear, lack of maintenance, misuse, or any Works altered, repaired, or interfered with by others.

14. Defects Liability

Defects must be notified in writing within a reasonable time. Roof'd Up must be given reasonable access to inspect and rectify defects.

The Client must not engage any third party to rectify defects without the prior written consent of Roof'd Up.

15. Indemnity

The Client indemnifies Roof'd Up against loss arising from client instructions, unsafe site conditions, or third-party actions.

16. Limitation of Liability

Liability is limited to the value of the Works performed and rectification only.
Roof'd Up is not liable for indirect or consequential loss.

17. Suspension & Termination

Roof'd Up may suspend or terminate Works if payment is overdue or these Terms are breached.

18. Governing Law & Jurisdiction

These Terms are governed by Queensland law and the parties submit to Queensland courts.

19. Entire Agreement

These Terms constitute the entire agreement unless varied in writing and signed by Roof'd Up.