

Maintenance Terms & Conditions

1. Work Scheduling & Completion

The Builder will use reasonable efforts to coordinate and complete all maintenance work in a timely manner. However, completion of all items on the same day cannot be guaranteed and remains subject to trade availability, material supply, site conditions, and weather.

Maintenance items will be prioritized at the Builder's discretion based on nature, urgency, and practical sequencing of works.

2. Colour Matching & Material Standards

All maintenance work involving replacement, repair, or touch-up will be carried out in accordance with the approved color schedule and industry standards. The Builder shall not be liable for any inherent material defects, manufacturer-related faults, product failures, or deterioration caused by external environmental or weather conditions after completion.

3. Paint Blending & Surface Variations

Where paint rectification or touch-up works are required, every reasonable effort will be made to achieve a consistent finish. However, due to ageing, exposure, and existing surface conditions, minor variations in color, texture, or finish may occur and shall be deemed acceptable.

4. Finalization of Maintenance Claims

The maintenance list submitted and agreed upon by both parties shall constitute the final and complete schedule of outstanding maintenance items for the property. Upon completion of these works, no additional maintenance items, defects, or claims will be accepted or actioned by the Builder unless otherwise required under statutory warranty obligations.

5. Discretionary Maintenance Works

Any maintenance work undertaken outside the standard three (3) month maintenance period is carried out solely at the Builder's discretion as a commercial goodwill gesture and shall not be construed as an extension, renewal, or continuation of the contractual maintenance period.

6. Scope of Maintenance

Maintenance works are strictly limited to the Builder's original contracted scope of works. The Builder shall not be responsible for defects, damage, or maintenance requirements arising from owner-supplied works, owner alterations, third-party works, or any items outside the Builder's contractual scope.

7. Site Access & Owner Availability

The Owner must provide safe and reasonable access to the property during standard business hours (Monday to Friday) to facilitate scheduling and attendance of trades. When submitting maintenance requests, the Owner must clearly advise their availability during these times. An adult representative of the Owner must be present at the property during the scheduled works to provide access and acknowledge completion. The Builder reserves the right to delay or reschedule work where access is restricted to weekends, public holidays, or outside normal business hours.

8. Cosmetic Tolerances & Acceptable Standards

The Owner acknowledges that minor cosmetic imperfections, including but not limited to paint touch-up marks, minor shrinkage cracks, settlement cracks within industry tolerances, timber movement, silicone shrinkage, minor plaster movement, and surface variations are normal characteristics of building materials and workmanship and do not necessarily constitute defects. Assessment of such items shall be in accordance with applicable building standards and tolerances.

9. Exclusion for Weather, Environmental & External Factors

The Builder shall not be liable for any defects, deterioration, movement, staining, water ingress, cracking, or damage caused by weather events, storms, excessive heat, ground movement, landscaping changes, blocked drainage, lack of maintenance, or any external environmental factors beyond the Builder's control after practical completion.

10. Owner Damage & Third-Party Interference

The Builder is not responsible for any defects, damage, or maintenance issues arising from misuse, neglect, accidental damage, impact damage, modifications, alterations, or works carried out by the Owner or third parties after practical completion.

11. Reoccurring Maintenance Items

Where a maintenance item has been rectified and subsequently reoccurs due to natural material movement, environmental conditions, owner usage, or factors outside the Builder's control, such recurrence shall not automatically constitute a new defect or new maintenance obligation unless determined otherwise by the Builder or required under statutory warranty provisions.

12. Owner Maintenance Obligations

The Owner acknowledges their responsibility to properly maintain the property after handover, including but not limited to cleaning gutters, maintaining drainage, ventilation, silicone, paintwork, appliances, fixtures, and general upkeep. Any issues arising from lack of proper maintenance shall not be the responsibility of the Builder.

13. Failed Access & Reattendance

If scheduled maintenance works cannot proceed due to the Owner's unavailability, restricted access, unsafe site conditions, or any circumstances beyond the Builder's control, the Builder reserves the right to reschedule the works and may charge reasonable reattendance costs where applicable.

14. Condition Records & Evidence

The Builder reserves the right to take photographs and maintain records of all maintenance items before and after rectification for quality assurance, record-keeping, and dispute resolution purposes.

15. Acceptance of Completed Works

Upon completion of the scheduled maintenance works, the Owner (or their representative) shall inspect and acknowledge completion of the works. Any concerns relating to incomplete items must be raised at the time of inspection. Failure to do so shall constitute acceptance of the completed works, subject to statutory rights.

Owner Declaration

☒ I/We acknowledge that I/we have read, understood, and accepted the above Terms & Conditions.

☒ I/We confirm that the submitted maintenance list represents the final and complete list of outstanding maintenance items for the property.

☒ I/We acknowledge that any items outside the Builder's contractual scope, owner-caused damages, cosmetic tolerances, or issues arising from external/environmental factors are excluded from maintenance obligations.