Qspec Building Mobility Solutions – Terms & Conditions

Terms and Conditions: By accepting this quote, you acknowledge and agree to the terms and conditions outlined by Qspec Building Mobility Solutions. These terms and conditions govern the provision of quotes and can be found in full on our website. Payment terms are subject to the requirements of funding bodies such as NDIS, Home Care Package providers, and the Department of Veteran Affairs. For more information, please visit www.qspec.com.au. Thank you for choosing Qspec for your home modification needs.

Terms and Conditions for Quotes

These Terms and Conditions govern the provision of quotes by Qspec Building Mobility Solutions ("Qspec") to its clients. By requesting a quote from Qspec, you agree to be bound by these Terms and Conditions.

1. **Definitions**
   - "Qspec" refers to Qspec Building Mobility Solutions, its agents, employees, and representatives.
   - "Client" refers to any individual, clinician or entity requesting a quote from Qspec.
   - "Quote" refers to the estimate provided by Qspec for the design, fabrication, and installation of home modifications.

2. **Requesting a Quote**
   - Clients may request a quote from Qspec by contacting us through our designated channels, including but not limited to phone, email, or website inquiry form.
   - All requests for quotes must include accurate and detailed information about the scope of work required.
   - Qspec's referral form can be found on our website under the Health Professional Info tab.

3. **Issuance of Quotes**
   - Qspec will provide quotes based on the information provided by the client to the best of our knowledge and expertise.
   - Quotes provided by Qspec are estimates only and are subject to change based on further assessment and/or unforeseen circumstances during the project.
   - All quotes provided by Qspec are valid for a period of 30 days from the date of issuance unless otherwise specified in writing.

4. **Acceptance of Quotes**
   - Clients may accept a quote provided by Qspec by replying in writing via email or signing and returning the quote document within the specified timeframe.
   - Acceptance of a quote constitutes a binding agreement between the client and Qspec, subject to these Terms and Conditions.

5. **Scope of Work**
   - The scope of work included in the quote is based on the information provided by the client at the time of the request.
   - Any changes or additions to the scope of work after acceptance of the quote may result in adjustments to the quote and/or additional charges.

6. **Payment Terms**
   - Payment terms will be specified in the quote provided by Qspec and must adhere to the requirements of funding bodies such as NDIS, Home Care Package providers, and the Department of Veteran Affairs.
   - Clients must ensure that payments are made in accordance with Qspec's terms.
   - Unless otherwise agreed upon in writing, payment in-full or a deposit may be required prior to commencement of work.

7. **Intellectual Property**
   - All designs, drawings, specifications, and other intellectual property created by Qspec in relation to the quote shall remain the property of Qspec unless otherwise agreed upon in writing.

8. **Liability**
   - Qspec shall not be liable for any damages, losses, or expenses incurred by the client as a result of delays, defects, or other issues arising from circumstances beyond our control.
   - Qspec's liability shall be limited to the value of the quote provided to the client.
   - Qspec cannot be held responsible for any damages or breakages to tiles, shower screens, or other fixtures during our work. Although we take every precaution to reduce risk, we cannot guarantee that such incidents won't occur.

9. **Termination**
   - Either party may terminate the agreement resulting from the acceptance of a quote by providing written notice to the other party.
   - In the event of termination, the client shall be liable for payment for any work completed by Qspec up to the date of termination.

10. **Cancellation**
    - If Qspec attends site to install modifications and the client declines, a call out fee will still be applicable and charged.
    - If Qspec has fabricated these items prior to the termination, the client has the option to collect the item from Qspec's showroom (depending on size of item) or have the item dropped off (a subsequent call out fee will apply), otherwise the item will be discarded.
    - If Qspec have ordered a speciality item that is client specific prior to the termination, the client will be invoiced for the full amount of the item and has the option to collect the item from Qspec's showroom or have the item dropped off (a subsequent call out fee will apply). If the item can be returned to the supplier, the client will only be

charged for associated costs as dictated by the supplier (returns are subject to suppliers terms and conditions). If the item isn't collected or delivered within 28 days, the item becomes the property of Qspec.

11. **Installation**
    - All care will be taken when installing modifications, however it is not the responsibility of Qspec to repair/replace any damages, including damaged tiles upon installation of grab rails.
    - If items are removed, any holes will be patched but not painted or re-tiled unless otherwise stated in our quotation.
    - When applying non-slip etch treatment, the client is required to read and sign our information sheet. Upon signing and acknowledgment, Qspec is not responsible for any re-tiling of applicable areas if the outcome does not visually meet the clients expectations. Please refer to Qspec's 'Non-slip Etch Treatment' form for further information.

12. **Governing Law**
    - These Terms and Conditions shall be governed by and construed in accordance with the laws of Queensland, and any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Queensland.

13. **Amendments**
    - Qspec reserves the right to amend these Terms and Conditions at any time without prior notice. Any amendments will be effective immediately upon posting on our website or other communication channels.

14. **Preventative Maintenance Recommendations**
    - Qspec recommends that clients arrange annual preventative maintenance for certain types of installed items to help ensure continued safety, performance, and longevity. This includes, but is not limited to:

    - Hardwood and timber-based modifications
    - Bidet systems (including the ROCA In-Wash Bidet Suite)
    - Ceiling hoists
    - Automatic door systems
    - Pool hoists
    - Any other mechanical or electrical assistive equipment supplied or installed by Qspec

    Qspec does offer preventative maintenance services; however, maintenance is not scheduled automatically, and Qspec does not initiate any maintenance unless specifically requested by the client. Clients are encouraged to contact Qspec if they wish to organise a maintenance visit.

    While we are always happy to assist when engaged, the responsibility for arranging, undertaking, and funding preventative maintenance remains with the client. Qspec is

not liable for performance issues, faults, or failures that arise due to missed or insufficient maintenance.

Clients are encouraged to review product manuals, recommended service intervals, and any warranty information provided at installation to ensure their equipment continues to operate as intended.

By requesting a quote from Qspec, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.