Terms & Conditions

Calcon Building Solutions Pty Ltd
ABN 37 162 591 237 | Registered Builder CDB-U 52323
3/25 Peel Street, Eltham VIC 3095
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1. Our agreement Your agreement with Calcon Building Solutions Pty Ltd ("we", "us") comprises the accepted quotation, documents expressly included in it, the T&Cs supplied with it and any agreed written variations. Please read these documents before accepting the quotation and ask us to clarify anything you do not understand. By signing electronically, you confirm that you have authority to accept the quotation for the named client and arrange the quoted work at the property. Acceptance authorises us to arrange the quoted work, subject to any applicable cooling-off period. For extensions, renovations and other work requiring a separate domestic building contract, we will use an appropriate Domestic Building contract that meets the requirements of the state or territory where the work is carried out. That contract will take precedence over these T&Cs if they conflict. We will arrange the contract documentation and insurance required of us for the quoted work before taking payment or starting work, as required by law. Any contract or insurance requirements you are responsible for will be stated in the quotation. Your statutory rights remain unaffected.
2. Your quotation and scope Your quotation is valid for 30 days unless stated otherwise and covers only the work expressly stated. Any listed photographs and drawings identify the agreed work areas; other visible defects are included only if specified. The quotation is based on accessible conditions and information available when prepared. Any necessary changes will be addressed under the variations provisions.
3. Changes to the work Either party may request a change to the agreed work (a variation). Before proceeding, both parties must agree in writing to the change, its reason and any effect on price or completion date. Any legally required variation notice will also be provided.
4. Site access and preparation You must arrange access and any required permissions from occupants or neighbouring owners, disclose known hazards or restrictions, and have work areas cleared before we arrive unless otherwise agreed. Tell us beforehand if items cannot be moved. Belongings left in work areas remain at your risk and cost for cleaning, repair or replacement, except where we fail to take reasonable care or are otherwise legally responsible. We will take reasonable precautions to protect property, contain dust and tidy work areas, but dust may settle in adjoining areas. Unless quoted, detailed dust cleaning of the property and belongings is your responsibility, except where we are legally responsible. You or an authorised representative must be contactable during the work.
5. Latent conditions and changes in site conditions Our quotation is based on conditions reasonably observable in accessible areas and information available when prepared. Unless expressly included, the inspection does not involve opening walls, lifting floors, excavation or accessing concealed or restricted areas. Latent conditions are concealed conditions that could not reasonably have been identified or anticipated through the inspection, enquiries and investigations appropriate to the quoted work. Examples include: Concealed structural or foundation defects, including deterioration revealed when walls or floors are opened. Rotten or damaged bearers, joists or roof framing in inaccessible areas. Unexpected soil, rock, buried obstructions or groundwater. Concealed, unrecorded or incorrectly located pipes, cables and other services, including those absent from Before You Dig Australia plans. Asbestos, termite damage or other concealed hazards. Cracking, movement or deterioration may also change between inspection and commencement. If these conditions affect the agreed work, we will notify you and may pause the affected work while investigation or specialist advice is obtained. Unless expressly included, additional investigation and work required to address these conditions are outside the quoted price. Any resulting changes to scope, price or timing will be documented and agreed under Section 3 before proceeding.
6. Matching existing finishes We will take reasonable care to match existing materials, colours and finishes where this forms part of the quoted work. Exact matches may not be possible due to age, weathering or product availability. Repaired areas may remain visible, particularly while new materials cure and weather.
7. Building movement and cracking Unless expressly included in the quotation, repairs do not include correcting underlying foundation, soil, drainage or structural issues. Continued or future building movement may cause repaired cracks to reopen or new cracks to appear. We may recommend further investigation or specialist advice where appropriate. For guidance on managing foundation movement, refer to CSIRO's Foundation Maintenance and Footing Performance and the Building and Plumbing Commission's Minimising foundation movement and damage to your house.
8. Timing and delays We will confirm our start date and expected duration before starting. If delays arise, we will notify the cause, such as weather, access or variations, and the expected effect on timing. Extensions to an agreed completion date must comply with the contract and applicable law.
9. Payment terms Deposits or progress payments may be requested, as agreed in writing. Completion means the agreed work, including agreed variations, has been completed in accordance with the quotation and any applicable plans and specifications. Any required compliance certificates will be provided to you within the timeframes required by law. Where a separate building contract applies, its completion provisions govern. Your balance is payable on completion of the agreed work and receipt of our invoice. Payment is not dependent on you receiving payment from an insurer or another third party. Retentions must be expressly agreed in the quotation. You must not deduct or offset amounts against payments due unless agreed in writing or permitted by law. Please notify us promptly of any disputed amount, the reasons and pay the undisputed balance by its due date.
10. Overdue payments If an undisputed payment remains overdue after a written reminder, we may charge simple interest at 10% per annum, calculated daily on the overdue balance from its due date until paid. Any debt recovery costs charged must be reasonable and legally recoverable.
11. Cancellation and cooling off Please notify us in writing if you wish to cancel. Where cooling-off rights apply, you may withdraw within five clear business days after receiving a signed copy of the contract. Refunds will follow those rights. For other change-of-mind cancellations, we may charge for work completed and reasonable, unavoidable costs incurred, allowing for any savings or recoveries. Any remaining deposit will be refunded. If you cancel on the scheduled day, or we attend and cannot proceed because access or agreed site preparation has not been arranged, a reasonable call-out or cancellation charge may apply. This will account for costs incurred and any replacement work undertaken, without duplicating other charges. It will not apply where cancellation results from our failure to meet the agreement or you exercise a statutory cancellation right.
12. Workmanship and warranties Statutory warranties For domestic building work in Victoria, we warrant that work will be carried out properly, with reasonable care and skill, to the agreed plans, specifications and timeframe, and in compliance with relevant building laws. Materials we supply will be suitable for their purpose and new unless otherwise stated. Where intended, the work will make the home suitable for occupation. Work and materials will be reasonably fit for any purpose or result specified in the contract or made known to us in reliance on our skill and judgment. For interstate work, the statutory warranties of that state or territory apply.
Additional warranties Our separate two-year workmanship warranty covers eligible non-structural remedial repairs from completion, as described in our warranty document. Applicable contractor and product warranties will be supplied with their coverage, periods and conditions.
Reporting defects and rectification You must report suspected defects in work supplied under our agreement promptly, with a description and photographs where practicable, by email or through the Contact Us page on our website, selecting "Other" as the problem type. You are required to allow us reasonable access and an opportunity to inspect and rectify before engaging another contractor at our expense. We will assess the issue and arrange rectification where covered. This does not prevent urgent work reasonably necessary to protect people or property, or the exercise of your statutory rights. We are not responsible for another contractor's charges unless agreed to in writing or legally recoverable from us. Any claim must identify the alleged defects and include supporting evidence and an itemised account separating rectification from unrelated work or optional improvements. These additional warranties do not replace our responsibilities or limit your statutory warranties consumer rights.
13. Insurance We maintain public liability insurance and can provide a current certificate of currency on request. Where project-specific building insurance is required, we will arrange the cover and provide the relevant insurance documents before taking payment or starting work.
14. Safety and protecting the property We will take reasonable precautions to protect people and property during the work. You are required to follow our reasonable safety directions, keep children and pets away from active work areas, and leave safety barriers and protective measures in place. If conditions are unsafe, we may pause the affected work until it can safely resume. Where the project requires a principal contractor to coordinate site safety, the project documents will identify who holds that role and their responsibilities.

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15. Client-supplied materials and work by others Where you supply materials, you are required to ensure they meet the agreed specifications and are available when needed. We will advise you of any suitability concerns we identify before use. Work you arrange directly with others is outside our scope unless expressly included. You are required to coordinate it with us to avoid delays or interference with the agreed work. We may engage suitably qualified subcontractors, holding any licences or registrations required for their work. We remain responsible for work supplied under our agreement, including our statutory warranty obligations. We will provide any applicable contractor and manufacturer warranty documents; these do not replace our obligations to you.

16. Default, suspension and termination If either party seriously breaches the agreement, the other may give written notice explaining the breach and allowing a reasonable time to remedy it. If it remains unresolved, the agreement may be ended by further written notice. We may suspend affected work for overdue, undisputed payments or failure to provide agreed access, after written notice and a reasonable opportunity to resolve the issue. We will resume promptly once resolved. Where insolvency prevents either party from performing the agreement, the other may end it by written notice, subject to any statutory restriction. Our tools and equipment remain our property. Uninstalled materials we supply remain our property until payment for those materials is received. If work is suspended or the agreement ends, you must allow reasonable access, by arrangement, to collect our tools, equipment and any unused or uninstalled materials that remain our property. This does not authorise removal of client-owned materials. We may recover reasonable additional costs caused by your failure to return our property or provide collection access, where legally recoverable. Excluding costs caused by our own fault or unreasonable actions. These provisions do not limit either party's statutory termination rights.

17. Repair limitations and responsibility Where a localised or patch repair is agreed, replacement of the surrounding component or correction of underlying conditions is not included unless expressly quoted. Any known limitations on the expected result will be explained before acceptance. Unless expressly included, our engagement is not a comprehensive inspection or certification of the property or its structural condition. A crack reappearing or an existing defect recurring does not, by itself, establish defective workmanship. The agreed repair, its stated limitations and the cause of the issue must be considered. For work including resin injection or re-levelling, the quotation will describe the relevant risks and any consequential repairs, adjustments or inspections excluded from the price, including who will arrange them. Both parties must take reasonable steps to minimise loss or damage and notify the other promptly of any issue. Your statutory rights remain unaffected.

18. Events beyond our reasonable control Neither party is responsible for any delay or inability to perform when caused by an unforeseen event beyond that party's reasonable control that it could not reasonably prevent or overcome, such as a flood, bushfire, severe storm or government restriction. The affected party must notify the other promptly, take reasonable steps to minimise disruption and resume performance when reasonably possible. Only obligations affected by the event are suspended. Extensions of time will be addressed under Section 8, and any proposed additional work or costs under Section 3. Payments already due remain payable. Statutory cancellation and refund rights remain unaffected.

19. Governing law and resolving disputes This agreement is governed by the laws of the state or territory where the work is carried out, together with applicable Commonwealth laws. Please raise any concern with us promptly by email or through our website as described in Section 12, explaining the issue and the outcome you seek. Both parties will make reasonable efforts to resolve it through discussion and, where appropriate, inspection of the work. If unresolved, either party may seek assistance from the appropriate dispute resolution service. For eligible Victorian domestic building disputes, the Building and Plumbing Commission's dispute resolution process must be followed and any required certificate obtained before applying to VCAT, unless a legal exception applies. This process does not prevent either party from seeking urgent relief or exercising statutory rights.

20. Information you provide You are required to provide relevant plans, reports, service-location information and details of known defects, previous repairs or hazards that you hold or can reasonably obtain. You are required to tell us promptly if this information changes or you discover anything that may affect the work. We may rely on information you provide, while making the checks reasonably required for our work. Any resulting changes to the agreed work will be addressed under Section 3.

21. Permits, approvals and specialist inspections The quotation will identify who is responsible for arranging and paying for any required permits, approvals, engineering advice or specialist inspections. Required permits and approvals must be in place before the relevant work begins. If additional requirements arise, we will discuss their effect on scope, price and timing under Section 3.

22. Working hours Our usual site working hours are 7 am to 3 pm, Monday to Friday, excluding public holidays, subject to site and noise restrictions. Our office hours are 8 am to 5 pm on those days. Alternative site hours may be arranged by agreement. Any additional costs arising from hours you request will be explained and agreed before proceeding.

23. GST Your quotation will show the GST payable and the total price including GST. Any agreed variation will also state its GST-inclusive total.

24. Privacy and job records We collect and use relevant client and property information to prepare quotations, arrange and document work, administer payments and warranties, and meet our legal obligations. We may take photographs of work areas and share relevant information with contractors, consultants, insurers or professional advisers where reasonably necessary for these purposes. We may use photographs of our work for marketing after removing identifying details. Please tell us if you do not want photographs of your property used for marketing.

25. Confidentiality Both parties will keep confidential any non-public business or personal information received through the engagement. Information may be shared with those who reasonably need it for the project, professional advice, insurance, finance or resolving a dispute, or where disclosure is required or permitted by law. This does not prevent either party from making a lawful complaint or giving an honest review.

26. Intellectual property Unless otherwise agreed, we retain our intellectual property rights in original reports, drawings, specifications and other documents we prepare. You may use and share these documents for the agreed project and the property's maintenance, insurance or sale. Reuse for another property or project requires our written permission. Rights in documents supplied by you or others remain with their respective owners.

27. Waiting time and repeat attendance If failure to provide agreed access, site preparation or client-supplied materials causes waiting time or an additional visit, we may charge the reasonable, unavoidable additional costs incurred. We will take reasonable steps to minimise these costs and notify you promptly in writing of the cause, cost and effect on timing. Charges will allow for savings or replacement work and will not duplicate charges under Section 11. Additional work will follow Section 3.

28. Conflicting documents Any work-specific terms and conditions expressly listed in your quotation form part of the agreement. If documents conflict, express project-specific conditions in the quotation take precedence over attached work-specific terms and conditions, and those work-specific terms and conditions take precedence over these general T&Cs. Agreed written variations take precedence over the provisions they change. Where a separate building contract applies, its document-precedence provisions govern. Please raise any unclear or conflicting instructions with us so they can be clarified before the affected work proceeds.