TERMS AND CONDITIONS OF SERVICE

Flood • Fire • Mould • Restoration

These Terms and Conditions of Service ("Agreement") govern all services provided by Jirah Restorations (ABN: 20 695 532 319) ("Jirah Restorations", "we", "us", or "our") to the client named in the accompanying Service Agreement or Work Authorisation Form ("Client", "you", or "your"). By signing a Work Authorisation Form or otherwise engaging our services, you agree to be bound by this Agreement in its entirety.

This Agreement is written in plain English and is intended to meet the requirements of Australian Consumer Law (ACL), Queensland Building and Construction Commission (QBCC) licensing obligations, relevant insurance industry standards, and standard restoration industry practice as guided by the Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500, S520, and related standards.

1. DEFINITIONS

In this Agreement, the following terms have the meanings set out below:

"Affected Property" means the premises or structure identified in the Work Authorisation Form where services are to be performed.

"Contents" means personal property, furniture, equipment, fixtures, and other moveable items located within the Affected Property.

"Emergency Services" means any service provided in response to an immediate risk to health, safety, or further property damage, including but not limited to water extraction, emergency drying, emergency board-up, or emergency mould containment.

"IICRC Standards" means the relevant current standards published by the Institute of Inspection, Cleaning and Restoration Certification, including S500 (Water Damage Restoration), S520 (Mould Remediation), and S770 (Fire and Smoke Damage Restoration).

"Insurance Claim" means any claim lodged by the Client or on behalf of the Client with an insurer in connection with the loss or damage giving rise to the need for services.

"Scope of Works" means the written description of services to be performed, as set out in the Work Authorisation Form or any subsequent variation document.

"Services" means all restoration, remediation, drying, cleaning, deodorisation, mould treatment, and associated services provided by Jirah Restorations.

"Work Authorisation Form" or "WAF" means the document signed by the Client (or an authorised representative) authorising Jirah Restorations to commence Services.

2. AUTHORISATION & ENGAGEMENT

2.1 Work Authorisation

All Services must be authorised by the Client or an authorised representative prior to commencement. By signing the Work Authorisation Form, the Client confirms that they are the owner of the Affected Property, or have been duly authorised by the owner to engage Jirah Restorations to perform the Services.

2.2 Emergency Authorisation

Where emergency circumstances make it impractical to obtain a signed Work Authorisation Form prior to commencement, verbal or electronic authorisation (including via SMS, email, or messaging application) will be accepted. The Client agrees to execute a formal Work Authorisation Form as soon as reasonably practicable thereafter. Verbal or electronic authorisation constitutes binding acceptance of this Agreement.

2.3 Insurer-Directed Works

Where the Client's insurer directs or appoints Jirah Restorations to perform services, the Client remains the contracting party and retains all rights and obligations under this Agreement. The insurer's direction does not transfer the Client's liability for payment in the event that the insurer declines, limits, or delays payment of any claim.

3. SCOPE OF SERVICES

3.1 Services Provided

Jirah Restorations provides professional restoration services including, but not limited to:

- Emergency water extraction, flood damage mitigation, and structural drying
- Fire, smoke, and soot damage restoration and deodorisation
- Mould assessment, containment, remediation, and post-remediation verification
- Storm and weather damage mitigation and temporary protective works
- Contents pack-out, inventory, cleaning, and pack-back
- Moisture mapping, thermal imaging, and environmental monitoring
- Antimicrobial and disinfection treatments
- Odour control and air quality management

3.2 IICRC Standards Compliance

All Services will be performed in accordance with current IICRC standards and best industry practice, including S500 (Water Damage Restoration), S520 (Mould Remediation), and S770 (Fire and Smoke Damage Restoration) as applicable to the nature of the loss. Our lead technician holds dual IICRC certification with approximately ten years of field experience, ensuring every job is executed to the highest standard of technical competence.

3.3 Variations to Scope

The nature of water, fire, and mould damage is such that the full extent of damage may only become apparent once work has commenced. Where additional damage is discovered beyond the original Scope of Works, Jirah Restorations will notify the Client (and where applicable, the insurer or assessor) and obtain authorisation for any variation prior to proceeding. Variations will be documented in writing and form part of this Agreement.

3.4 Exclusions

The following are excluded from Services unless expressly agreed in writing:

- Structural repairs, re-building, or reinstatement works (unless separately quoted)
- Asbestos, lead paint, or other hazardous material removal (will be referred to licensed specialists)
- Sewage or Category 3 water damage involving biohazardous waste (assessed and quoted separately)
- Pre-existing damage, staining, wear, or deterioration not caused by the loss event
- Any works beyond the agreed Scope of Works without a signed variation
- Electrical, plumbing, engineering, hygienist, or specialist consultant reports unless expressly included

4. FEES, PRICING & PAYMENT

4.1 Pricing Basis

Jirah Restorations pricing reflects the scope, urgency, technical requirements, equipment deployed, labour required, site conditions, and applicable industry standards relevant to each project. Pricing may be based on:

- Fixed-price quotation as set out in the Work Authorisation Form or accompanying quote
- Time and materials at our current applicable rate schedule
- Insurance industry schedule rates (Xactimate or equivalent) where agreed with the insurer
- Emergency call-outs, after-hours works, hazardous conditions, Category 3 losses, specialised containment, or accelerated response requirements may incur additional charges as disclosed in the applicable quote, schedule, or Work Authorisation Form.

4.2 Invoicing

Invoices will be issued upon completion of Services, or progressively for works extending beyond five (5) business days. All invoices are due and payable within fourteen (14) days of the invoice date unless otherwise agreed in writing. Jirah Restorations reserves the right to suspend ongoing non-emergency works, monitoring, or reinstatement services where payment obligations are overdue beyond agreed payment terms.

4.3 Deposits, Progress Payments & Payment Security

For private, uninsured, emergency, or larger-scale projects, Jirah Restorations may require:

- An upfront deposit prior to commencement of Services
- Progress payments or milestone payments during the course of Services
- Full or partial payment prior to continuation where agreed payment stages are not met

Required deposit amounts, progress payment schedules, and milestone terms will be set out in the applicable quote, Work Authorisation Form, variation, or invoice.

Where the Client fails to make required payments by the due date, Jirah Restorations reserves the right to suspend non-emergency Services, equipment deployment, monitoring, or further works until payment is received, without liability for delays caused by such suspension.

Any suspension of works due to non-payment does not waive the Client's obligation to pay for Services already performed, equipment already deployed, or costs reasonably incurred by Jirah Restorations.

4.4 Insurance-Funded Works

Where Services are to be funded by an insurer, the Client authorises Jirah Restorations to communicate directly with the insurer and/or their appointed loss assessor. The Client remains personally liable for any excess, gap payment, or

any portion of the invoice not paid by the insurer. Jirah Restorations is not bound by insurer-approved scopes, rates, or payment limitations unless expressly agreed in writing.

4.5 Late Payment

Overdue invoices may accrue interest at the maximum rate permitted under applicable law, calculated daily from the due date. Jirah Restorations reserves the right to engage a debt collection agency or commence legal proceedings to recover outstanding amounts, with all associated costs payable by the Client.

4.6 Disputed Invoices

Where the Client disputes any portion of an invoice, the Client must notify Jirah Restorations in writing within seven (7) days of the invoice date, specifying the basis of the dispute. Undisputed amounts remain payable by the due date. Jirah Restorations will work in good faith to resolve disputes in a timely manner. Disputes do not entitle the Client to withhold payment for completed, undisputed, or emergency mitigation works.

4.7 Equipment & Monitoring Charges

Drying equipment deployed at the Affected Property remains the property of Jirah Restorations. Equipment hire charges accrue daily until equipment is removed by our technicians. Unauthorised removal, interference with, or damage to equipment by the Client will be charged at full replacement cost. The Client acknowledges that drying and remediation equipment may materially increase electricity usage, and unless otherwise agreed, utility costs remain the Client's responsibility.

5. CLIENT OBLIGATIONS

The Client agrees to:

- Provide safe and unobstructed access to the Affected Property at all times required for the performance of Services, including for equipment monitoring and adjustments
- Notify Jirah Restorations immediately of any change in site conditions, additional damage, or safety concerns discovered after commencement
- Not interfere with, move, adjust, or tamper with drying equipment, containment barriers, or monitoring devices installed by Jirah Restorations
- Promptly sign any documentation required by the insurer, assessor, or Jirah Restorations to progress the works
- Disclose all known pre-existing conditions relevant to the Services, including previous water damage, mould, asbestos, or structural issues
- Ensure the Affected Property has continuous power supply for the duration of equipment deployment
- Notify their insurer and lodge any required Insurance Claim without undue delay
- Ensure pets, children, tenants, or other occupants do not interfere with work areas, equipment, or containment zones

6. ACCESS & SITE CONDITIONS

6.1 Access Requirements

The Client must ensure that Jirah Restorations has reasonable access to all areas of the Affected Property necessary to assess, monitor, and perform the Services. Where access is restricted or delayed due to circumstances within the

Client's control, Jirah Restorations reserves the right to charge for any resulting loss of time at our standard hourly rate.

6.2 Occupied Premises

Where Services are performed in an occupied property, the Client acknowledges that certain restoration processes (including drying, dehumidification, containment, and chemical treatments) may temporarily affect the habitability and comfort of the premises. Jirah Restorations will take all reasonable steps to minimise disruption but accepts no liability for inconvenience arising from necessary restoration procedures.

6.3 Vacating Premises

Where a health and safety risk exists (including elevated mould levels, structural compromise, or hazardous contaminants), Jirah Restorations may recommend or require that occupants vacate the premises during remediation. The Client is responsible for arranging and funding any alternative accommodation. Jirah Restorations accepts no liability for the cost of temporary accommodation unless specifically agreed in writing.

6.4 Utility Responsibility

Unless otherwise agreed in writing, utility costs including electricity, water, and related services consumed in connection with drying, remediation, air filtration, dehumidification, or restoration equipment remain the Client's responsibility.

7. CONTENTS & VALUABLES

7.1 Contents Handling

Where it is necessary to move Contents to perform the Services, Jirah Restorations will take reasonable care in handling all items. A contents inventory will be prepared where pack-out services are provided.

7.2 Pre-Existing Condition

Jirah Restorations accepts no responsibility for damage to Contents that is attributable to the loss event itself, pre-existing damage, inherent fragility, or the nature of the restoration process where such processes are performed in accordance with IICRC standards.

7.3 Valuables & Irreplaceable Items

The Client is responsible for securing or removing any cash, jewellery, documents, irreplaceable items, medications, or other valuables prior to commencement of Services. Jirah Restorations accepts no liability for loss of or damage to such items left on site.

7.4 Salvageability

Jirah Restorations will use reasonable professional judgement in determining whether affected materials and contents are restorable. Recommendations regarding salvageability will be communicated to the Client and, where applicable, the insurer. The Client acknowledges that some materials (including but not limited to certain soft furnishings, laminate flooring, and particleboard) may be non-restorable and require replacement.

7.5 Restoration Limitations for Contents

Jirah Restorations is not responsible for manufacturer limitations, irreversible staining, odour retention, material failure, or diminished aesthetic outcome where restoration attempts are performed using reasonable professional methods in accordance with applicable industry standards.

8. MOULD REMEDIATION — SPECIFIC TERMS

8.1 Scope of Mould Services

Mould remediation is performed in accordance with the IICRC S520 Standard for Professional Mould Remediation. Visible mould growth may represent only a portion of total contamination. Services may include containment, source removal, antimicrobial treatment, HEPA vacuuming, air scrubbing, and post-remediation verification (PRV) testing where agreed.

8.2 Underlying Cause

Mould remediation addresses the symptom of mould growth. The Client acknowledges that unless the underlying moisture source is identified and permanently rectified, mould may recur. Jirah Restorations will identify moisture sources where detectable but accepts no responsibility for mould recurrence caused by ongoing or unresolved moisture intrusion beyond our control.

8.3 Post-Remediation Verification

Where post-remediation clearance testing is requested or required by the insurer, testing will be conducted by an independent third party or by Jirah Restorations using approved protocols. The Client acknowledges that clearance testing results represent conditions at the time of testing and do not constitute a guarantee against future mould growth.

9. INSURANCE-RELATED WORKS

9.1 Client's Duty to Insurer

The Client is solely responsible for complying with all obligations under their insurance policy, including timely notification of the loss event, cooperation with the insurer's investigation, and compliance with any policy conditions. Jirah Restorations accepts no responsibility for any prejudice to the Client's insurance claim arising from the Client's failure to fulfil these obligations.

9.2 Scope Approval by Insurer

Where the insurer requires approval of the Scope of Works prior to commencement, Jirah Restorations will cooperate in good faith with the insurer's assessment process. Emergency Services may be commenced immediately to prevent further damage regardless of insurer approval, consistent with the Client's duty to mitigate loss.

9.3 Insurer Shortfall

The Client acknowledges that the final amount approved by the insurer may differ from the amount invoiced by Jirah Restorations. Any shortfall between the insurer's payment and Jirah Restorations' invoice remains the responsibility of the Client. Jirah Restorations strongly recommends that Clients review their policy coverage prior to engaging services.

9.4 Direction to Pay

The Client authorises their insurer to make payment of any approved claim amounts directly to Jirah Restorations where a direction to pay or assignment of benefits has been executed. Such direction does not release the Client from personal liability for any outstanding balance.

10. LIMITATION OF LIABILITY

10.1 Australian Consumer Law

Nothing in this Agreement limits or excludes any rights the Client may have under the Australian Consumer Law (ACL) or any other applicable Commonwealth or Queensland legislation that cannot lawfully be excluded. Our services come with guarantees that cannot be excluded under the ACL.

10.2 General Limitation

Subject to clause 10.1, Jirah Restorations' total liability to the Client for any loss, damage, or claim arising out of or in connection with the Services is limited to the total fees paid or payable by the Client for the specific Services giving rise to the claim.

10.3 Exclusion of Consequential Loss

Subject to clause 10.1, Jirah Restorations excludes all liability for indirect, consequential, special, or economic loss, including loss of income, loss of use, loss of data, or business interruption, howsoever arising.

10.4 Pre-existing Conditions

Jirah Restorations accepts no liability for any damage, loss, or deterioration of the Affected Property or Contents attributable to pre-existing conditions, latent defects, or the inherent nature of the materials affected by the loss event.

10.5 Force Majeure

Jirah Restorations will not be liable for any failure or delay in performing Services caused by circumstances beyond our reasonable control, including but not limited to natural disasters, extreme weather events, acts of government, supply chain disruption, or labour disputes.

10.6 Restoration Outcome Limitation

The Client acknowledges that restoration Services are intended to mitigate, remediate, and restore affected areas where reasonably possible based on the nature of the loss, material condition, site circumstances, and applicable industry standards, but do not guarantee complete cosmetic, structural, or environmental equivalence to pre-loss condition unless expressly stated in writing.

11. HEALTH, SAFETY & ENVIRONMENT

Jirah Restorations is committed to maintaining a safe work environment for our technicians, the Client, and all occupants of the Affected Property. The Client agrees to:

- Comply with any site safety instructions issued by Jirah Restorations technicians
- Not enter contained or restricted areas established for remediation purposes
- Advise Jirah Restorations of any known hazards on site, including asbestos, chemicals, structural instability, or security risks
- Ensure that children and pets are kept away from work areas during active remediation

Jirah Restorations reserves the right to suspend or cease Services where site conditions present an unacceptable risk to the health and safety of our personnel. Any suspension due to Client-created safety issues will not relieve the Client of payment obligations for work already performed.

Jirah Restorations may cease works immediately where violence, abuse, illegal activity, or unsafe conduct is encountered.

12. PRIVACY

Jirah Restorations collects personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal information collected in connection with the Services will be used to provide the Services, communicate with the Client and their insurer, prepare documentation and reports, comply with legal obligations, and improve our services.

Jirah Restorations may share Client information with insurers, loss adjusters, assessors, subcontractors, and regulatory bodies as necessary to perform the Services or meet legal obligations. We will not sell or disclose personal information to unrelated third parties without consent, except as required by law.

13. DOCUMENTATION & REPORTS

All moisture maps, drying logs, photographic records, mould reports, and other documentation produced by Jirah Restorations in connection with the Services are the intellectual property of Jirah Restorations. Copies will be provided to the Client and their insurer as required. Documentation may be retained by Jirah Restorations for a minimum of seven (7) years in accordance with standard industry practice. Documentation is prepared for operational, insurance, and remediation purposes and must not be relied upon as engineering, medical, occupational hygiene, or legal advice unless expressly stated.

14. DISPUTE RESOLUTION

14.1 Good Faith Resolution

In the event of any dispute arising out of or in connection with this Agreement, the parties agree to first attempt resolution in good faith through direct negotiation. Either party may initiate this process by providing written notice of the dispute.

14.2 Mediation

If the dispute is not resolved within fourteen (14) days of written notice, either party may refer the dispute to mediation administered by the Queensland Law Society or a mutually agreed mediator. The costs of mediation will be shared equally unless otherwise ordered.

14.3 QBCC & Statutory Remedies

Nothing in this Agreement limits the Client's right to make a complaint to the Queensland Building and Construction Commission (QBCC) or access any other statutory dispute resolution mechanism available under Queensland law.

14.4 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Queensland, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Queensland.

15. GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement, together with the Work Authorisation Form and any written variation documents, constitutes the entire agreement between the parties with respect to the Services and supersedes all prior representations, negotiations, and understandings.

15.2 Amendments

No amendment to this Agreement will be binding unless made in writing and signed by both parties.

15.3 Severability

If any provision of this Agreement is found to be invalid, unenforceable, or illegal, that provision will be severed and the remaining provisions will continue in full force and effect.

15.4 Waiver

A failure or delay by Jirah Restorations to exercise any right under this Agreement does not constitute a waiver of that right.

15.5 Assignment

The Client may not assign or transfer any rights or obligations under this Agreement without prior written consent from Jirah Restorations. Jirah Restorations may assign this Agreement to a related entity or in connection with a business sale.

15.6 Subcontracting

Jirah Restorations may engage subcontractors to assist in the performance of Services. We remain responsible for the conduct and quality of work performed by any approved subcontractors.

15.7 Electronic Signatures & Digital Authorisations

Electronic signatures, digital approvals, email approvals, SMS authorisations, and other electronic communications capable of evidencing agreement are valid and enforceable for the purposes of this Agreement, the Work Authorisation Form, variations, approvals, and related documentation, to the fullest extent permitted by applicable law.

16. CONTACT & COMPLAINTS

To contact Jirah Restorations regarding these Terms and Conditions, to lodge a complaint, or for general enquiries:

Jirah Restorations
ABN: 20 695 532 319
Thornlands, QLD 4164
Phone: 1300 JIRAH R | 0407 373 098
Email: office@jirahrestorations.com.au
Website: www.jirahrestorations.com.au

All formal notices under this Agreement must be in writing and sent to the above contact details. Notices sent by email will be deemed received on the next business day following transmission.

CLIENT ACKNOWLEDGEMENT & EXECUTION

By signing below, the Client confirms that they have read, understood, and agree to be bound by these Terms and Conditions of Service. The Client acknowledges that they have had the opportunity to seek independent legal advice prior to signing.

CLIENT / AUTHORISED REPRESENTATIVE

Signature

Full Name (Print)

Date

JIRAH RESTORATIONS

Signature

Full Name (Print)

Date