Llevant Property Solutions PTY LTD
Trading as GraffitiGoneNow

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Terms & Conditions – Graffiti Removal & Surface Cleaning

These terms and conditions apply to all contracts in respect of which you have requested us to provide graffiti removal, surface cleaning and related services. You acknowledge and accept that you have read, understood and agreed to these terms and conditions before booking services with us.

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1. Definitions

"us", "our" or "we" means **Llevant Property Solutions PTY LTD (Trading as GraffitiGoneNow) (ABN 17691906751)**.
"you" or "your" means the authorised person booking the services to be carried out by us (including the property owner or authorised agent).
"Services" means graffiti removal, surface cleaning, stain treatment, pressure washing/soft washing, chemical treatments, minor surface preparation, application of protective coatings (including anti-graffiti coatings), and any related work we agree to perform.
"Site" means the property/location where the Services are to be performed.
"Charges" means the fees and charges payable by you as stated in our quote, booking confirmation, job sheet, or invoice.
"Quoted Parameters" means the scope and assumptions we reasonably rely on when quoting (including surface type, coating/finish type, access, area, and extent of graffiti/staining).
"Variation" means a change to the Services or Charges required due to changed scope or conditions (see clause 4).

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2. Services – General

2.1 Discretion to Quote / Refuse Service

We reserve the right to refuse to quote for, accept, or continue any Services at our discretion (including for safety, hygiene, access, environmental, substrate condition, contamination, or operational reasons).

2.2 Indicative Times and Dates

You acknowledge that any attendance time/date advised by us is indicative only and not guaranteed. If, in our opinion, the agreed time/date cannot reasonably be met, we reserve the right to alter that time/date before commencement.

2.3 Safety and Suitable Access

If we reasonably believe there are safety risks, access issues, or the work requested is not suitable for our technicians and/or equipment (including due to height, traffic, hazardous materials, poor substrate condition, restricted access, lack of safe parking, or other hazards), we may (acting reasonably) refuse to undertake the work (in whole or in part), require changes to the plan (including additional labour/equipment), reschedule, or cease work.

2.4 Utilities / Water Access

Where required, you must provide reasonable access to water and/or power at the Site. If not available, we may be unable to complete the Services and may charge for attendance/time.

2.5 Subcontractors

We may subcontract all or part of the Services. Any provisions in these conditions which limit our liability also apply to our employees and subcontractors.

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3. Quotes, Pricing and Scope

3.1 Quotes Based on Information Provided

Quotes are based on the information you provide and the assumptions we reasonably make from that information.

3.2 Fixed Price vs Hourly / Minimum Charges

If the Quote states a fixed price, it applies only to the stated scope and Quoted Parameters. If the Quote is hourly, Charges are based on time on site (and may be billed in stated increments). Any minimum charges, call-out fees, travel fees, after-hours rates, or consumables will be stated in the Quote/booking confirmation. (North's structure for hourly + travel/minimums is mirrored here.)

3.3 No Guarantee of Full Removal or "As New" Finish

Unless expressly stated in writing, we do not guarantee:

- complete removal of all graffiti/marker/paint without residual shadowing (“ghosting”), staining or colour change; or
- matching of colour, sheen/gloss, texture, or uniform appearance (“as new”).

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4. Changes to Quoted Parameters (Variations)

4.1 When a Variation Applies

If any Quoted Parameters change or are found to be materially different from what was disclosed at booking (including on arrival), we may (acting reasonably):
(i) update the Charges to reflect the changed scope and additional time/resources required; and/or
(ii) require additional labour, equipment, chemicals/coatings, containment/protection, or an additional visit; and/or
(iii) reschedule; and/or
(iv) refuse to carry out the additional/changed scope where it is unsafe or impractical.

Examples include (without limitation):

- additional areas/tags not disclosed;
- porous substrates or heavy penetration/long dwell time requiring extra steps;
- hidden coatings (anti-graffiti coatings, sealers, clear coats), patch paint, or failed paint;
- access restrictions (permits, loading/parking limits, after-hours rules);
- weather/environmental constraints affecting safe methods.

4.2 Approval of Variations

Where a Variation is required, we will notify you as soon as reasonably practicable and provide revised pricing/plan. We are not required to proceed with additional or changed scope unless you accept the Variation. Acceptance may be by email, SMS, or signature on the job sheet.

4.3 If You Decline a Variation

If you do not accept a Variation, we may complete only the Services as originally quoted (where reasonably possible) and/or decline the additional scope.

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5. Surface Risk & Pre-Existing Conditions (Critical)

5.1 Acknowledgement of Substrate Risk

You acknowledge and accept that graffiti removal may involve chemicals, pressure washing, abrasion, heat, or coatings which can reveal or worsen pre-existing conditions including fading, oxidation, etching, staining, clear-coat failure, paint failure, corrosion, or differences in colour/gloss/texture—particularly on **anodised aluminium, powder-coated surfaces, painted finishes, plastics (acrylic/polycarbonate), glass films, and porous surfaces (brick, stone, concrete, render, timber)**.

5.2 No Liability for Pre-Existing Defects / Inherent Material Behaviour

To the extent permitted by law, we are not responsible for defects or damage due to:

- pre-existing wear, ageing, oxidation, chalking, delamination, previous repairs/coatings;
- inherent properties of the substrate (including porosity and chemical sensitivity); or
- the fact that graffiti pigments/solvents may have penetrated below the surface.

5.3 Test Patch

Where practical, we may recommend or perform a small test patch. If you direct us to proceed without a test patch, you accept the surface risk.

5.4 Refinishing Not Included Unless Stated

Any refinishing/restoration work (e.g. repainting, refinishing, re-anodising, panel replacement, re-powder coating) required to restore appearance after removal is **not included** unless expressly stated, and may be treated as a Variation.

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6. Your Obligations and Warranties

6.1 Accuracy of Information

You warrant that all information you provide to us (by phone, email, messages, or online forms) and on which we reasonably rely is accurate and complete.

6.2 Authority

You warrant that you are either the owner of the property/surface, or the authorised agent of the owner and have authority to accept these terms on the owner’s behalf.

6.3 Access and Presence

You must ensure access to the Site/work area is available at the agreed time and that you or your authorised representative is reasonably available to provide access and instructions.

6.4 Protection of Items

You should remove or protect vehicles, furniture, plants and personal items from the immediate work area where reasonably possible. We are not responsible for items left in the immediate work zone unless loss/damage is caused by our negligence.

6.5 Conduct and Safety

You must ensure that you and any persons at the Site act respectfully and safely. If any person is abusive, threatening, intoxicated, or creates an unsafe work environment, we may suspend or cease work and charge for time spent and reasonable costs incurred.

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7. Cancellation / Rescheduling

You may cancel or reschedule by giving written notice (email/SMS is sufficient). We request notice as soon as reasonably practicable so we can reallocate staff and bookings. (If your booking confirmation/Quote states a cancellation fee window, call-out fee, or non-refundable third-party costs, those apply.) This approach mirrors North's cancellation framework.

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8. Payment

8.1 Payment Due

Unless otherwise agreed in writing, payment is due on completion of the Services.

8.2 Payment During Disputes

Payment is due on completion. You must not withhold payment due to a complaint or claim. If we agree a refund or adjustment is payable, we will process it within a reasonable time.

8.3 Overdue Accounts

If payment is overdue, you may be liable for reasonable debt recovery costs and interest to the extent permitted by law.

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9. Photos and Evidence

We may take before/after photos for quality control, training, insurance, and dispute resolution. Unless you opt out in writing before commencement, you permit us to use de-identified photos for marketing (no address-identifying details).

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10. Insurance

We maintain public liability insurance for our business. These policies generally respond to our legal liability (if any) and are subject to insurer terms, conditions, exclusions and excesses. We are not an insurer and do not provide you with insurance cover for your property beyond our legal liability (if any). (Mirrors North's "not insurance" framing.)

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11. Liability, Claims and Australian Consumer Law

11.1 Australian Consumer Law

Nothing in these terms is intended to exclude, restrict or modify any consumer guarantees, rights or remedies you may have under the Australian Consumer Law or other applicable laws that cannot lawfully be excluded.

11.2 When We Are Liable

Subject to clause 11.1 and to the extent permitted by law, we will only be liable for loss or damage to the extent caused by our negligence (assessed on the balance of probabilities).

11.3 Consequential Loss

To the extent permitted by law, we are not liable for indirect or consequential loss, loss of profit, loss of enjoyment, or loss of value (including depreciation).

11.4 Notification of Loss/Damage

(a) You should notify our technician of any concern before they leave the Site, where reasonably practicable.
(b) Written notice of any claim should be provided as soon as possible and within a reasonable time. To assist timely investigation, we ask that you notify us within **2 business days**, and in any event within **7 days**.
(c) If you do not notify us within a reasonable time, our ability to investigate may be prejudiced and our liability (if any) may be reduced to the extent permitted by law.

11.5 Evidence, Inspection and Mitigation

You must provide reasonable evidence to support your claim (photos, description, and where relevant proof of value), allow us (and/or our insurer) a reasonable opportunity to inspect, and take reasonable steps to mitigate further loss.

11.6 Payment Must Still Be Made

Irrespective of any claim, you must still pay the Charges on completion. Claims are handled after completion through our claims process.

12. General

12.1 Governing Law

These terms are governed by the laws of Victoria, Australia.

12.2 Severability

If any part is unenforceable, it is severed and the remainder remains in force.