Service Warranty

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods or services repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to the minimum conditions or warranties expressed or implied by the Australian Consumer Law relating to the sale of products or services of this kind in Australia, The Grout Guy Pty Ltd and each of its related bodies corporate operating in any State or Territory of Australia (**The Grout Guy**) provides the following additional warranty in support of a full shower re-grout service supplied by The Grout Guy anywhere within Australia (**Service**):

1. 10-year waterproof warranty

1.1 The Grout Guy warrants that, subject to the terms and conditions of this warranty set out in this document, for a period of 10 years from the date of supply of the Service to the party who purchased the Service from The Grout Guy (**you**):

(1) the grout applied to the tiled surface or tile installation during the Service will stay waterproof; and

(2) if the grout applied to the tiled surface or tile installation during the Service does not stay waterproof, it will at The Grout Guy's election, be replaced or repaired without cost to you or you will be refunded the price you paid for the Service.

2. Exclusions and limitations

2.1 This warranty is not transferable to any subsequent owner of your property.

2.2 This warranty will be void where:

(1) the tiled surface or tile installation has been subjected to misuse, negligence or accident by you or any third party; or

(2) the tiled surface or tile installation has been modified, repaired or altered by you or any third party; or

(3) the tiled surface or tile installation is affixed to a building which has experienced structural movement and/or defects and/or cracking; or

(4) you have not followed the after-care and maintenance instructions we provided to you.

2.3 This warranty does not apply to a partial shower re-grout service. It applies only to a full shower re-grout service.

2.4 This warranty applies only to grouting services and where grout has been applied. It does not apply to silicone and where silicone has been applied.

2.5 This warranty only applies if the grout applied to the tiled surface or tile installation during the Service is no longer waterproof. It does not apply to shower leaks or mould.

2.6 The Grout Guy will not be liable under this warranty for any damages, losses, costs or expenses including, without limitation, loss of market, loss of profit, loss of production or for any financial or economic loss including indirect or consequential loss or damage which may be suffered by you or by any third party arising out of or in any way connected with failure of the Service or any defect in materials and workmanship except as provided by this warranty.

2.7 The obligations of The Grout Guy under this warranty will be limited to one of the following at the election of The Grout Guy:

(1) repair of the tiled surface or tile installation the subject of the Service; or

(2) provision of a replacement Service or, where this is not possible for any reason, the provision of an equivalent service or product; or

(3) a refund of the price you paid for the Service.

2.8 Notwithstanding any other provision of this warranty, The Grout Guy's liability arising from, under or in connection with this warranty will be limited to the full replacement value of the Service.

2.9 Whilst The Grout Guy will endeavour to ensure that the colour and texture of the grout and any other materials used in any repair or replacement will match any existing grout and other relevant materials, it does not warrant that they will be an exact match and will not be liable if they are not an exact match.

2.10 You acknowledge that The Grout Guy is not the manufacturer of the materials used to provide the Service. To the extent permitted by law, The Grout Guy shall not be liable as the manufacturer of the materials used to provide the Service.

2.11 This warranty is only valid and enforceable in Australia.

3. How to claim

3.1 Upon discovery of any evidence that the grout applied to the tiled surface or tile installation during the Service is no longer waterproof and to make a claim under this warranty, you must promptly contact The Grout Guy by telephone on 1300 844 897 (TGGUYS) or email customer service at info@thegroutguy.com.au. You must provide a copy of your invoice and proof of payment for the Service, and photographs of the relevant surface or installation. The Grout Guy will then arrange to inspect the Service and if required, fulfil its obligations under this warranty.

3.2 You agree that any costs you incur in claiming under this warranty will be borne by you and will not be recoverable from The Grout Guy.

3.3 The Grout Guy and/or its representative shall have a reasonable time to repair, replace or refund you in respect of any grout applied to the tiled surface or tile installation during the Service that The Grout Guy in its sole discretion considers is no longer waterproof. If The Grout Guy considers that you are not entitled to claim under this warranty, The Grout Guy may at its sole discretion charge you its then-current call out fee.

3.4 By making a claim, you agree to accept the terms and conditions of this warranty.