

# STANDARD FENCING CONTRACT

## Terms and Conditions

### EXTRACT FENCES ACT

"Where a dividing fence which is of a kind sufficient for the purposes of both the occupiers of lands separated by the dividing fences is out of repair, each occupier shall be liable to join in or contribute to the repairing of the fence in such proportions as shall be agreed upon or in default of agreement determined by the Magistrate's Court under this part".

All our quotations are subject to the following conditions. Acceptance of our quotation also involves acceptance of these conditions.

### (1) RESPONSIBILITY FOR PAYMENT

The failure of neighbours to contribute towards the cost of fencing or comply with the Fencing Act or to make any payment in accordance with the Fencing Notice served on them shall continue to be the responsibility of the client who initiated the Contract.

All quotations are NETT Prices for cash payment. A refundable deposit of up to 50% of the contract price may be required on acceptance of this quotation or where specialised subcontracted labour or material is necessary. Where Fence Select or its agents orders special items to fulfil this contract and the customer cancels the contract, the customer remains liable for the balance of the retail price of the goods over and above the deposit held if any. On payment of the balance, materials will be handed over to the customer on completion of work and receipt of invoices. Failure to comply with payment terms will void warranty and will incur a 10% surcharge. The complete fence remains the property of Fence Select until final payment is made.

### (2) NEIGHBOURS

Notwithstanding that the contractor shall at the request of the owner send fencing notices to adjoining owners, the owner shall continue to be responsible if the adjoining owners fail to comply with the Fences Act, or to make any payments in accordance with the Fencing Notice and any agreements.

### (3) ELECTRICITY AND WATER SUPPLY

The owner shall supply electricity and water at all times during construction. In the event that power and water are not supplied any extra cost incurred including generator hire, cartage, loss of time or additional labour shall be charged to the owners.

### (4) SITE

- (a) This quotation for fencing is, unless shown herein, based on construction on clear unobstructed areas.
- (b) Unless otherwise provided in this quotation, the owners shall clear all obstructions and provide a clear working area and access. If the owners fail to remove obstructions then costs for removal including equipment and labour costs at \$30.00 per hour per man shall be payable by the owners.
- (c) The owners shall be responsible for locating and notifying Fence Select in writing prior to construction of the position of all underground obstructions including electrical and telephone cables, gas, water, stormwater and sewerage pipes and any other service facility which is or may be affected by the construction and shall indemnify Fence Select and its agents against any claims or demands made by any person or authority in respect of any damage.
- (d) No allowance has been made for concealed obstructions such as but not only limited to rock, wire, pipes, tree roots, broken posts, foundations, thick or reinforced concrete etc. which may be encountered. Any costs incurred in the removal of concealed obstructions including additional labour shall be payable by the owners.
- (e) The owner shall remove or protect all plants, ornaments, pipes etc. which may be damaged. Fence Select shall exercise all care but accepts no responsibility.

### (5) PERMITS

Unless otherwise provided in this quotation the owners shall obtain any necessary permits and supply a copy of the permit and conditions to Fence Select.

### (6) BOUNDARIES

All pegs and boundaries are to be marked by the owners who shall continue to be responsible for the position of the fence and any other claims arising therefrom.

### (7) FENCING HEIGHT AND GROUND LEVEL

All heights of fences as shown shall be nominal only and fences shall be constructed from standard production components that shall yield the closest heights under that nominated. The fence height may vary in relation to the undulation of the land along the fence line. All heights will be measured from the bottom of the plinth to the top of the fence. Gaps may appear under the plinth and the Company will fill in these gaps at an additional cost.

Unless there be variation in writing of this quotation, all gates shall be constructed square and hang level and hinged to posts with standard hinged to clear existing ground level. Any rake purpose, contour gate will be at an additional cost to you.

We make no warranty except those contained in this quotation and no warranty by us to be implied.

You may not claim against us in respect of faulty materials or workmanship unless you have first

- (a) notified us in writing of each such alleged defect in materials and workmanship.
- (b) provided an opportunity for us or our representative to inspect each and every such alleged defect.
- (c) given written notice of all works which you claim to be necessary to rectify the work.

The parties hereby agree that in the event of any dispute arising between them in performance of this agreement they shall not proceed in a court of law but shall proceed by way of arbitration and shall be bound by the decision of the arbitrator.

### (8) FENCE POSITION

Unless otherwise provided herein the fence shall be constructed with the side the posts are on being at the discretion of the erector.

### (9) SITE CLEAN UP

This quotation does allow for the removal of any off-cuts, packaging straps, cement bags or other debris after completion unless stated herein. If any part of these Terms and Conditions are found to be contrary to any law of the State of fence erection or the Commonwealth of Australia then only that part of these Terms and Conditions shall fail and the balance of these Term and Conditions shall remain in force.

### (10) ROCK HOLES

Rock/concrete/brick holes are from \$35.00 each plus GST depending on difficulty and methods required to perform.

### YOUR GUARANTEE

Additional to any statutory requirements all fencing erected under this contract is guaranteed by Fence Select for a period of 120 days against defects in quality of workmanship. Claims must be logged in writing within seven days of first appearing, to Fence Select in the first instance. Fence Select reserves the right to repair, replace and make good any materials and labour required to fulfil this guarantee.

Client Signature:..... Neighbour's Signature:.....