

TERITON FENCING CONTRACT - Terms and Conditions

BY ACCEPTING OUR QUOTATION YOU AGREE THAT YOU UNDERSTAND AND ACCEPT OUR TERMS & CONDITIONS.

(1) RESPONSIBILITY FOR PAYMENT

- (a) 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 original client who initiated the Contract with Teriton Fencing.
- (b) A refundable deposit of 50% of the contract price will be required upon acceptance of this quotation and paid within 14 days from the deposit invoice date to secure a booking. Failure to pay the deposit within 14 days will result in any booking being moved to the end of the work schedule. Further failure to pay deposit invoice 28 days from invoice date the booking will be cancelled.
- (c) Where Teriton Fencing orders special items to fulfil this contract a deposit greater than 50% equalling the cost of specially ordered items will be payable.
- (d) Final balance must be paid within 5 days of the final invoice date unless prior arrangements have been made.
- (e) Failure to comply with payment terms will void warranty and will incur an \$85 account keeping fee.
- (f) The completed fence & all materials remains the property of Teriton Fencing until final payment is made in full by all parties.

(2) NEIGHBOURS

- (a) 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

- (a) The owners 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 \$65.00 per hour per person shall be payable by the owners.
- (c) The owners shall be responsible for locating and notifying Teriton Fencing 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 Teriton Fencing 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 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, etc. which may be damaged. Teriton Fencing shall exercise all care but accept no responsibility.
- (f) Before any installation can be carried out, young children and pets must be kept away from site works at all times.

(5) PERMITS

- (a) Unless otherwise provided in this quotation the owners shall obtain any permits and supply a copy of the permit and conditions to Teriton Fencing.

(6) DEADLINES

- (a) Although Teriton Fencing will endeavour to meet deadlines, no responsibility or liability will be accepted for delays beyond the control of the company.
- (b) Any cancellations as a result of deadlines not met due to circumstances out of Teriton Fencing control may incur a 20% administration fee from any refundable deposit already paid as per clause 11(b)

(7) BOUNDARIES

- (a) 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.
- (b) Teriton Fencing recommends that all boundary fence lines are surveyed by a qualified surveyor prior to installation at the customer's expense.
- (c) Teriton Fencing takes no responsibility for incorrect boundary placements if boundaries are not surveyed by a qualified surveyor prior to installation.

(8) FENCE HEIGHT AND GROUND LEVEL

- (a) 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 Teriton can fill in these gaps at an additional cost.
- (b) No responsibility is taken for ground movement after construction of fencing.
- (c) Unless there be variation in writing of this quotation, all gates shall be constructed square and hang level and hinged to posts with standard hinges to clear existing ground level. Any rake purpose, contour gate will be at an additional cost to you.

(9) FENCE POSITION

- (a) If boundary survey pegs are in place Teriton Fencing will string line through the centre of each peg to set any posts against unless otherwise specified.
- (b) The centre line of a paling fence shall be the junction between the palings and the rails.
- (c) Unless otherwise provided herein the fence shall be constructed with the side the posts are on being at the discretion of Teriton Fencing.

(10) SITE CLEAN UP

- (a) This quotation allows for the removal of any off-cuts, packaging straps, cement bags or other debris resulting from the fence construction only and after completion unless stated herein.

(11) CANCELLATION & DEPOSIT REFUNDS

- (a) Teriton Fencing may cancel any contract to which these terms and conditions apply at any time by giving written notice to the Clients. On giving such notice Teriton Fencing shall repay to the Clients any sums paid in respect of the price subject to clause 11(b). Teriton Fencing shall not be liable for any loss or damage whatsoever arising from such cancellation.
- (b) Clients may cancel their booking with Teriton Fencing in writing and can expect the following administration fee.
Up to 5 days prior to booking date No Fee, up to 2 days prior to booking date 10% of deposit, up to the day of booking 20% of deposit.
- (c) Where Teriton 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.

(12) YOUR GUARANTEE

- (a) Additional to any statutory requirements all fencing erected under this contract is guaranteed by Teriton Fencing for a period of 365 days from completion against defects in quality of workmanship.
- (b) Claims must be lodged in writing within seven days of first appearing, to Teriton Fencing in the first instance.
- (c) Teriton Fencing reserves the right to repair, replace and make good any materials and labour required to fulfil this guarantee.
- (d) You may make no claims against us in respect of faulty materials or workmanship unless you have first
 1. Notified us in writing of each such alleged defect in materials and workmanship.
 2. Provided an opportunity for us or our representative to inspect each and every such alleged defect.
 3. Given written notice of all works which you claim to be necessary to rectify the work.
- (e) 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.
- (f) We make no warranty except those contained in this quotation and no warranty by us to be implied.

(13) YOUR RIGHTS

If any part of these Terms and Conditions are found to be contrary to any law of the State of the fence erection or the Commonwealth of Australia then only that part of these Terms and Conditions shall fail and the balance of these Terms and Conditions shall remain in force.

