

Teriton Services & Fencing Contract Terms and Conditions

These Terms & Conditions form part of any quotation or contract issued by Teriton Services & Fencing ("Teriton") unless otherwise agreed in writing.

The person or persons accepting the quotation are referred to as the Customer.

Acceptance of a quotation confirms that the Customer has read and accepted the quotation, specifications and these Terms & Conditions.

1. Quotation & Scope of Work

The quotation describes the fencing, gates, materials and other work Teriton has agreed to provide.

The quotation should be read together with these Terms & Conditions and any plans, drawings, specifications or written variations forming part of the agreement.

Unless specifically included in the quotation, additional work is not included in the contract price.

Quotations are based on information reasonably available at the time of quoting and site conditions that can reasonably be observed.

2. Quotation Acceptance

A quotation may be accepted by signing the quotation, accepting it electronically, paying the requested deposit or otherwise confirming acceptance in writing.

The quotation remains subject to material and labour availability until accepted.

Where applicable law requires a particular form of contract, cooling-off period, disclosure document, insurance or other requirement, those requirements will apply.

3. Deposit

Where a deposit is required, the amount will be stated in the quotation or invoice.

Any deposit requested will be subject to applicable Victorian law.

Work may not be scheduled and materials may not be ordered until the required deposit has been received.

4. Payment

Payment terms will be stated on the quotation or invoice.

Unless otherwise agreed in writing, the final balance is payable when the contracted work has been completed.

The Customer must not unreasonably withhold payment because of a minor defect or outstanding item that does not prevent reasonable use of the completed fencing or gate.

Teriton will attend to legitimate defects or incomplete items within a reasonable period.

Nothing in this clause limits any rights or remedies available under applicable Australian law.

5. Neighbour Contributions

Where fencing costs are to be shared between adjoining property owners, the Customer remains responsible for payment of the amount agreed between the Customer and Teriton unless Teriton has expressly agreed in writing to accept payment directly from another party.

Teriton is not responsible for determining the legal liability of neighbouring property owners to contribute towards fencing costs.

Any disagreement between adjoining owners regarding contributions, boundaries or fencing requirements remains the responsibility of the property owners.

6. Neighbour Notification Service

Where requested, Teriton may assist with communicating details of proposed fencing work and quotations to adjoining property owners.

This service is intended to assist communication only.

Teriton does not provide legal advice and does not determine the rights or obligations of property owners under Victorian fencing legislation.

7. Property Boundaries

Unless specifically included in the quotation, Teriton does not undertake land surveying or formally determine property boundaries.

The Customer is responsible for ensuring that the proposed fence position is correct.

If there is uncertainty or disagreement concerning a boundary, Teriton may suspend work until the boundary has been confirmed by the property owners or an appropriately qualified surveyor.

Any additional costs resulting from an incorrectly identified boundary may be charged as a variation.

8. Underground & Concealed Services

Before work begins, the Customer must advise Teriton of any known underground, concealed or private services that may be affected by the work.

These may include: Electrical cables, water pipes, gas services, sewer and drainage pipes, irrigation systems, communications cables, private electrical or data cables or other concealed infrastructure.

Teriton will take reasonable care when carrying out excavation and installation work.

The Customer acknowledges that private or incorrectly located services may not always be identifiable before excavation begins.

Nothing in this clause excludes liability that cannot lawfully be excluded.

9. Site Access

The Customer must provide Teriton with reasonable access to the work area during the agreed construction period.

The work area should be reasonably clear of vehicles, furniture, garden equipment, animal faeces and other obstacles unless otherwise agreed.

The Customer must advise Teriton of any access restrictions before work begins.

Additional work or delays resulting from undisclosed access restrictions may be treated as a variation.

10. Vegetation & Landscaping

Unless included in the quotation, removal or relocation of trees, substantial vegetation, garden structures, landscaping, irrigation systems or other obstacles is not included.

Teriton will take reasonable care around existing gardens and landscaping.

Some disturbance to lawns, soil and garden areas may be unavoidable when removing existing fencing, excavating post holes and installing new fencing.

11. Existing Fences

Where removal of an existing fence is included, Teriton will remove the fencing described in the quotation.

Unless otherwise agreed, removed fencing materials become waste and may be disposed of by Teriton.

Existing fences can conceal deteriorated footings, concrete, buried materials, tree roots, rock or other conditions that could not reasonably be identified before removal.

Additional work arising from unexpected site conditions will be discussed with the Customer before proceeding where reasonably practicable.

12. Site Conditions

The quotation assumes reasonably normal ground and site conditions unless otherwise stated.

Unexpected conditions may include: rock or unusually hard ground, excessive or reinforced concrete, buried building materials, tree roots, unidentified underground services, contaminated material, unstable ground or previously concealed structures.

If unexpected conditions materially affect the work, Teriton will discuss the issue with the Customer and any necessary variation before carrying out significant additional work where reasonably practicable.

13. Materials

Materials will be as described in the quotation.

Natural products such as timber can vary in colour, grain, texture and appearance and may naturally expand, contract, split, twist, weather or change colour over time.

Manufactured products may have minor variations between batches.

Colours displayed on websites, photographs, brochures and electronic screens are indicative only and may differ from the actual product.

Where a specified product becomes unavailable, Teriton will discuss suitable alternatives with the Customer before substitution.

14. Customer-Supplied Materials

Where the Customer supplies materials, Teriton is not responsible for defects, incorrect quantities, delays or compatibility problems associated with those materials unless caused by Teriton.

Additional labour resulting from unsuitable or incomplete customer-supplied materials may be charged separately with the Customer's agreement.

15. Variations

Any change to the agreed scope of work may result in a variation to the contract price and completion time.

Where reasonably practicable, variations will be described and priced before the additional work is undertaken.

Variations may arise from: Customer requested changes, unexpected site conditions, change in fence position, height or design, additional gates or fencing, additional excavation or concrete removal, changes required by authorities and other work outside the original quotation.

Where Victorian law prescribes a particular variation procedure, that procedure will apply.

16. Permits & Approvals

Unless expressly included in the quotation, the Customer is responsible for determining whether planning permits, building permits, council approvals, owners corporation approvals or other permissions are required.

Teriton will advise where we become aware that an approval may be required but does not warrant that all regulatory requirements have been identified unless obtaining those approvals forms part of our contracted work.

17. Pool Fencing

Where Teriton installs pool fencing, the fencing will be installed according to the agreed scope and applicable requirements.

The Customer remains responsible for ensuring that the overall swimming pool or spa barrier system and surrounding property comply with applicable regulatory requirements, including elements outside Teriton's contracted work.

Teriton installs aluminium pool fencing and does not install glass pool fencing.

18. Gates

Gates require suitable support, clearance and ground conditions to operate correctly.

Natural ground movement, settlement, misuse or changes to supporting structures can affect gate alignment after installation.

Teriton will rectify installation defects covered by applicable warranties but is not responsible for problems caused by subsequent ground movement, impact, misuse, alterations by others or lack of reasonable maintenance.

19. Gate Automation

Gate automation equipment will be installed and configured according to the agreed scope and applicable manufacturer requirements.

Automatic gate performance can be affected by gate condition, power supply, telecommunications, Wi-Fi coverage, environmental conditions and other equipment outside Teriton's control.

Manufacturer warranties may apply to automation equipment in addition to any rights available under Australian law.

20. Delays

Teriton will make reasonable efforts to commence and complete work within any timeframe communicated to the Customer.

Delays may occur because of circumstances outside Teriton's reasonable control, including: Adverse weather, material shortages, supplier delays, equipment failure, site access problems, illness or injury, permit or approval delays, customer requested variations, unexpected site conditions and events beyond Teriton's reasonable control.

Where applicable law requires specific commencement, completion or extension-of-time provisions, those requirements will apply.

21. Completion & Clean-Up

On completion, Teriton will remove normal construction waste and debris generated by our contracted work where removal is included in the quotation.

Normal disturbance associated with fencing work, including minor disturbance to lawns, gardens, soil and access areas, is not considered defective workmanship.

The Customer should inspect the completed work and notify Teriton promptly of any concerns.

22. Excavated Soil

Soil excavated during post-hole digging, footing excavation or other normal fencing construction work is not included in site clean-up and will not be removed from the property unless soil removal and disposal is specifically included in the quotation.

Where reasonably practicable, excess soil will be left in a suitable location on the property.

If the Customer requests removal of excess soil and this was not included in the original quotation, removal, transport and disposal may be quoted and charged as additional work.

23. Cancellation

If the Customer wishes to cancel accepted work before commencement, the Customer should notify Teriton as soon as possible.

Subject to applicable law, the Customer may be responsible for reasonable costs already incurred specifically for the project, including:

Special order or custom made materials, supplier cancellation or restocking charge, permit or administration costs, work already performed and other reasonable project specific costs already incurred.

Teriton will not impose a cancellation charge that is prohibited by applicable law.

Any statutory cooling-off rights remain unaffected.

24. Suspension or Termination by Teriton

Subject to applicable law, Teriton may suspend work where: An agreed payment is substantially overdue, safe or reasonable site access is unavailable, continuing work would create an unacceptable safety risk, a significant boundary dispute prevents work from proceeding, required approvals have not been obtained, and the Customer materially breaches the agreement.

Where reasonably practicable, Teriton will provide the Customer with notice and an opportunity to remedy the issue before terminating the agreement.

25. Workmanship Guarantee

In addition to any rights available under Australian law, Teriton provides a 12-month workmanship guarantee on installation work carried out by Teriton unless a longer period is expressly stated in writing.

The workmanship guarantee does not cover damage or deterioration caused by: normal wear and tear, natural timber movement or weathering, ground movement, storm, flood, fire or other external events, vehicle or accidental impact, misuse or neglect, alterations or repairs performed by others and failure to reasonably maintain the fence, gate or equipment.

Manufacturer warranties may separately apply to materials and equipment.

26. Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law where that law applies.

Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, warranty, right or remedy that cannot lawfully be excluded, restricted or modified.

Any Teriton workmanship guarantee or manufacturer's warranty is provided in addition to, and does not replace, rights available under Australian law.

27. Defects & Warranty Claims

If the Customer believes there is a defect in Teriton's workmanship, they should contact us as soon as reasonably practicable after becoming aware of the issue.

Where appropriate, Teriton must be given reasonable access to inspect the alleged defect and, where Teriton is responsible, an opportunity to rectify the issue within a reasonable period.

Failure to notify Teriton immediately does not remove any statutory rights that cannot lawfully be excluded.

28. Dispute Resolution

If a dispute arises, both parties should first make reasonable efforts to resolve the matter directly and in good faith.

The Customer should provide details of the issue to Teriton and allow a reasonable opportunity for the matter to be investigated and, where appropriate, rectified.

If the matter cannot be resolved directly, either party may use any dispute-resolution process or legal remedy available under applicable Victorian or Australian law.

Nothing in these Terms requires the Customer to submit to compulsory arbitration or prevents either party from exercising legal rights available to them.

29. Photographs

Teriton may photograph completed work for business records and, where appropriate, promotional purposes.

Photographs used for promotional purposes will generally focus on the completed fencing, gate or automation work rather than identifying individuals.

If the Customer does not want photographs of their completed project used for promotional purposes, they should advise Teriton in writing.

30. Privacy

Personal information collected by Teriton will be handled in accordance with our Privacy Policy and applicable law.

Information may be used for quotations, scheduling, carrying out work, invoicing, customer communication and other legitimate business purposes.

31. Entire Agreement

The accepted quotation, these Terms & Conditions and any agreed plans, specifications or written variations together form the agreement between Teriton and the Customer.

If there is an inconsistency between these Terms & Conditions and a specific written provision in an accepted quotation, the specific provision in the quotation

will apply to the extent of the inconsistency, subject to applicable law.

32. Governing Law

These Terms & Conditions are governed by the laws of Victoria, Australia.

Nothing in these Terms & Conditions limits any rights or remedies that cannot lawfully be excluded.

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