



1. The contract is to supply (and install) materials as per the attached Written Quotation. Where DeFence offers to install a pool fence that is "compliant" we mean that the fence will be supplied and installed so as to comply with the safety barrier for swimming pools AS 1926.1—2012 and AS 1926.2—2007. Any additional works, alterations, variations or change in scope of works ordered by a certifying authority or by the client will be subject to a 'variation to contract order'.
2. The Quotation does not include demolition and removal of old fences or clearing of trees, shrubs etc. unless specified. If demolition or removal is required, an additional charge will be applicable.
3. Unless specified in the Quotation, if rock or similar obstructing material, e.g. roots, stumps, etc. is found there will be an additional charge of \$40 (excl GST) per hole.
4. In the event of payment default, all costs of debt collection will be recoverable from the Client, and may result in listing with credit reference agencies.
5. Unless otherwise noted on the quote all work is warranted to be free from defects in materials or labour for 12 months from the date of installation. All work that is guaranteed under the Australian Consumer Protection law will be covered by the provisions contained within that law. Please note that De-Fence does not guarantee or warrant against defects that are caused by design or material selection where the client was responsible for the design and/or material selection. All fences, handrails gates, privacy screens etc must be maintained in accordance with de-Fence's published maintenance procedures for guarantee or warranty claims to be valid. The published maintenance procedures can be found on our web site at www.de-fence.com.au. All defects should be reported to DeFence within 7 days of installation or 7 days from when the defect became apparent. . If any defect is notified to DeFence the defect will be rectified by repair or replacement at the discretion of DeFence
6. Work may be performed by employees of DeFence or subcontractors engaged at its discretion.
7. The client is responsible for providing a safe work environment for DeFence its employees and/or subcontractors on the client's site. DeFence will work with the client to minimise disruptions for site works. DeFence specifically exclude liability for injury or escape at any time for animals, on the Client's premises during installation Special care should be exercised in the supervision and containment of children or animals whilst any on site welding is being undertaken or whilst fences around pools are removed to allow for installation.
8. The client is responsible for providing power, water, toilet and other site amenities for installers
9. DeFence has accepted in good faith the advice of the Client as to the legitimacy of fence and property lines and any necessary council approvals for the contracted works. Accordingly, the Client remains solely liable for any rectification and/or removal costs that may arise from any subsequent dispute by a third party.
10. Every reasonable endeavour shall be made to have the contract completed by the agreed date. DeFence reserves the right to change the due date if delays occur due to material supply delays, labour shortages weather events or any other matter outside of its control and shall not be liable for any penalties or damages for failure to complete the contract by any given date. Scheduling of work will take into account the likelihood of inclement weather as forecast by the Bureau of Meteorology.
11. All materials remain the property of DeFence until such time as they have been fully paid for. All risk for the security of those materials passes to the Client on delivery to the installation premises. DeFence may without prejudice to any other rights and without liability to any person trespass or otherwise enter the premises of the client where the goods are located and recover possession of the goods if the payment has not been made for all goods supplied by DeFence to the client at any time, or the client has a liquidator, provisional liquidator, receiver, receiver and manager, mortgagee's agent, administrator or deed administrator appointed to it or enters into any scheme of arrangement with its creditors or any other form of insolvency administration or (in the case of an individual) commits an act of bankruptcy.
12. DeFence, its employees and/or subcontractors, shall not be liable for damages to property, e.g. gas, water, electricity, telephone installations, finished surfaces including tiling, rendering and brick work although every reasonable care shall be taken. It is the responsibility of the client to advise DeFence of the placement of pipes lines and cables which may be exposed or damaged during the installation process. Where defence have supplied a pool Fence then the client shall thoroughly clean their pool directly after installation.
13. The contract can only be cancelled by the Client by providing notification in writing. Cancellation of the contract will trigger an immediate claim for all work undertaken up until the time that written notification of cancellation is received by DeFence including reasonable recovery of overhead and profit on all works performed to the date of notification of cancellation. DeFence reserves the right to cancel the contract if payment is not made in accordance with our terms of payment or the client delays the contract by more than 4 week.
14. The Quotation remains valid for 30 days from the date of the Quotation.
15. These terms can only be modified if agreed to in writing by both parties.
16. Payment shall be made in accordance with the Terms of Payment outlined on the Quotation. If the payment terms are not detailed within the quote then 50% of the contract value is payable upon placement of order. This first progress claim covers the costs of initial material purchase and design services. Further Progress claims will be made as costs are incurred and are payable on issue of the invoice. The final progress claim is payable on the last day of installation.