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1. Save this PDF form to your computer.
2. Edit the form using your keyboard, select how you would like to pay.
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4. Email it back to us at [info@longbeachfencing.com.au](mailto:info@longbeachfencing.com.au)

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1. Print out this PDF
2. Fill out the form, selecting your payment options
3. Sign that you accept your quote
4. Mail the printed version to  
*Longbeach Fencing – 11 Maple St, Seaford 3198*





# H.I.A. & M.F.A STANDARD FENCING CONTRACT

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## **EXTRACT FENCES ACT 1968**

Where a dividing fence which is of a kind sufficient for the purpose of both the occupiers of lands separated by the dividing fences 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 Magistrates Court under this part.

## **PAYMENTS**

A refundable deposit of 10% of the total price is required with acceptance of this quotation. Longbeach Fencing's preferred method of payment is by Visa or Master credit card, with payment being automatically deducted from the nominated card on completion. If the full balance has not been paid within 5 business days of completion, a \$75.00 administration fee will be applied to your invoice and payable immediately.

## **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 claims arising there from.

## **NEIGHBOURS**

Notwithstanding that the contractor "Longbeach Fencing" 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 1968 or to make any payments in accordance with the fencing notice and any agreements.

## **ELECTRICITY AND WATER SUPPLY**

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

## **SITE**

- a) This quotation for fencing is unless show herein based on construction on clear unobstructed areas.
- b) Unless otherwise provided in this quotation, the owners shall clear all obstructions (including animals and pets) to provide a clear working area and access. If the owners fail to remove obstructions then all costs for removal including equipment hire, loss of work are charged at \$40.00 per hour per man and shall be payable by the owners.
- c) The owners shall be responsible for locating and notifying "Longbeach Fencing" at the time of construction of the position of all underground obstructions including electrical and telephone cables, gas, water, storm water and sewerage pipes, and any other service facility which is or may be effected by the construction and shall indemnify "Longbeach Fencing" 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 limited to rock, wires, 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 owners shall remove or protect all plants, ornaments, pipes, etc. which may be damaged. "Longbeach Fencing" shall exercise all care but accept no responsibility.

## **PERMITS**

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

## **FENCE HEIGHT**

All heights of fences as shown shall be nominal only and fences shall be constructed from the standard production components that shall yield the closest height 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.

## **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.

## **GUARANTEE**

### **STANDARD FENCING**

Additional to any statutory requirements all "standard" fencing erected under this contract is guaranteed by Longbeach Fencing for a period of 3 months against defects in materials or workmanship.

### **PREMIUM FENCING**

Premium fencing including Feature fencing erected by Longbeach Fencing under this contract is guaranteed by Longbeach Fencing for a period of 12 months against defects in materials or workmanship.

*Claims must be lodged in writing within seven days of the first appearing to Longbeach Fencing in the first instance. Longbeach Fencing reserves the right to repair, replace and make good any materials and labour required to fulfill this guarantee.*