



LEE BROTHERS FENCING PTY LTD



- Colorbond Fence
- Weldmesh Fence

- Acoustic / Timber Fence
- Chainwire Fence

- Tubular Steel Fence
- Defcon Security Fence

- Hoarding
- Gate & Automation

## STANDARD CONDITIONS OF CONTRACT

1. Quotation will remain valid for acceptance for 30 days from date of issue and will lapse unless a written notice of acceptance is received within that time. Upon acceptance, this offer will remain valid for 90 days. If works do not proceed within 6 months of date of acceptance, the offer will be reviewed. If any part of job is put on hold or works are delayed, Lee Brothers reserves the right to review pricing for the job, and to recover any costs that are caused by the delay.
2. Materials that have been procured specifically for the Client are payable to Lee Brothers on or completion of fabrication or receipt of the Material by Lee Brothers Fencing. Charges will be invoiced to the Client for storage and handling if materials are to be stored by Lee Brothers Fencing for a period in excess of 3 months.
3. No allowance has been made for spoil removal. Additional costs will apply where spoil is not spread adjacent to point of excavation.
4. No allowance has been made for concealed obstructions such as, but not 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.
5. No allowance has been made for removal of existing fencing on site, clearing of vegetation, or removal of rubbish.
6. No allowance is included for site preparation including clearance of building material, soil, concrete, and other matter required to be removed prior to commencement of fencing works
7. Safe Access to site must be available prior to commencement of works and for the duration of works for Lee Brothers Fencing, including access for vehicles, equipment, and all labour required to undertake the agreed scope of works. Delays in providing safe access to site will be charged to the client.
8. Additional charges will apply for delivery delays incurred by Lee Brothers at the unloading site, or where the delivery is unable to be affected due to any reason whatsoever.
9. All amenities including toilets, site sheds, lunch rooms, to be supplied by the Client.
10. Contract price will be adjusted to reflect increases in labour costs due to changes in the relevant award, or Enterprise Agreement. Increases will be based on labour rates as were current as at the date of acceptance.
11. All Approvals, Permits and Inspections required by Statutory Authorities are the responsibility of the Client. Unless otherwise provided in this quotation, the owners shall obtain any necessary permits and supply a copy of the permit and conditions to Lee Brothers Fencing.
12. The Client shall be responsible for locating and notifying Lee Brothers Fencing in writing prior to 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 affected by the construction and shall indemnify Lee Bros Fencing Pty Ltd and its agents against any claims or demands made by any person or authority in respect of any damage that may be incurred.
13. Engineering Certifications are the responsibility of the Client, and will be completed and made available to Lee Brothers if necessary prior to the commencement of works.
14. No allowance has been made to dig holes in rock, or to cut concrete/bitumen or hard standing covering. If we are required to cut concrete, bitumen, hard standing or dig or excavate rock, an additional charge will be levied.

Factory 6/70 Chifley Drive, Preston VIC 3072 P: 9484 4544 F: 9484 0352  
ABN 48 004 439 132

[www.leebrosfencing.com.au](http://www.leebrosfencing.com.au)



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15. If actual post hole depth, or volume, is greater than the detailed specification, the client will be responsible for all additional costs of labour, and additional material.
16. Responsibility of the preparation and implementation of Traffic Management Plan if required is the responsibility of the Client.
17. No allowance is included for Spotters for Electrical Works, Rail works or Road works where they are required, unless included in our detailed Quotation.
18. No allowance has been included in labour rates for working on Live Rail Sites, unless hours are included in our detailed Quotation.
19. No allowance is made for painting unless included in the detailed specification.
20. No allowance is made for concrete strips for sliding gates unless included in the detailed specification.
21. No allowance has been made for gate switching, electrical works switching back to main office or monitoring. These works will be undertaken by the Client electrician and security monitoring company.
22. Lee Brothers Fencing will invoice the client in advance for materials and items which are ordered specifically for a client project. This will include materials, labour and fittings in the fabrication of client gates, fencing, and other items for the client project.
23. All gates are manufactured to standard Lee Brothers Specifications. All locks, handles and mortise boxes will be supplied by the client to Lee Brothers prior to gate manufacturing.
24. The client shall supply electricity and water at all times during construction. In the event that power and water are not supplied for any reason, any extra cost incurred including generator hire, cartage, loss of time or additional labour shall be charged to the Client.
25. Any additional costs resulting from inclement or hot weather will be the responsibility of the client and will be reimbursed to Lee Brothers Fencing on provision of support of the additional costs.
26. Lee Brothers Fencing warrants all fencing works from completion date for one year. This warranty is subject to full payment being received within the agreed payment terms for the completed works.
27. Lee Brothers Fencing require payment for fencing works to be made on the last day of the month following the one in which the invoice is dated.
28. Lee Brothers do not accept any responsibility for liquidated damages.
29. A Variation Order will be provided by the client to Lee Brothers Fencing before the commencement of any additional works, changes to scope of work, or incurring of additional costs. A signed Purchase Order will be provided to Lee Brothers Fencing before the commencement of any work.
30. Property in and title to the goods shall remain with the seller and does not pass to the customer until all monies payable pursuant to this contact (including any interest, freight or insurance charges) have been paid to the seller. The goods shall be at the customer's risk immediately upon delivery.
31. If any part of these Terms and Conditions are found to be contrary to any law of the State of Victoria 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.

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