

# FMC FENCING TERMS & CONDITIONS

## 1. Our Work

- FMC Fencing will carry out the works as agreed upon on acceptance of your quote.
- Work will be completed professionally and in accordance with Australian standards.

## 2. Payment

- Payment is due upon completion of the works, unless an alternative payment schedule has been agreed in writing prior to commencement.
- Extra works not included in the original quote will be quoted separately and invoiced as an additional charge.
- Late payments incur a 10% monthly administration fee.
- If it becomes necessary to engage a debt collection service to recover overdue payments, the client is responsible for all associated costs.
- Deposits & Progress Payments: In some larger jobs a deposit may be required and or weekly progress payments.
- Sliding Gates: A 50% deposit is required to order a sliding gate.

## 3. Access & Facilities

- Client must provide uninterrupted site access, water, and electricity.
- Toilet facilities must be provided if work exceeds 3 hours.

## 4. Underground Services & Ground Conditions

- **Underground Services**: The client is responsible for ensuring the location of all underground services prior to installation, including but not limited to water, electrical, gas, irrigation, drainage, communications, and other services. While FMC Fencing will take reasonable care during installation, the company will not be liable for damage to any underground services that were not clearly identified prior to commencement of works. Any costs associated with repairs or delays caused by unidentified services may be charged to the client.
- **Ground Conditions**: Quotations are based on normal soil conditions. If rock, concrete, tree roots, underground obstructions, or other unforeseen ground conditions are encountered during installation that require additional labour,

equipment, or materials, FMC Fencing reserves the right to charge additional costs to complete the works.

## 5. Starting Work

- Works will commence as soon as reasonably possible following quote acceptance and on the earliest available date, weather events may result in slight adjustments to the schedule.
- FMC Fencing may delay or stop the works if necessary information about the site is not provided.

## 6. Hours of Work

- Standard hours: Monday–Friday, 7am–5pm.
- Work outside these hours may incur extra charges.

## 7. Delays

- FMC Fencing is not responsible for delays outside our control (client delays, weather, suppliers).
- Completion times may be extended reasonably in such cases.

## 8. Variations & Unexpected Work

- Client-requested changes incur a \$50 surcharge plus the cost of additional work.
- Unforeseen site issues are treated as variations and may incur additional charges.

## 9. Quotes & Material Costs

- Quotes are valid for 30 days.
- Prices are based on current material, labour, and supply costs.

## 10. Adverse Events & Material Costs

- In the event of circumstances beyond FMC Fencing's control, such as war, pandemic, natural disasters, extreme weather events, government restrictions, or significant supply shortages, FMC Fencing may need to re-quote the job to account for increased material, labour, or supply costs.
- Any changes will be communicated to the client before work continues, and additional costs must be agreed upon before proceeding.

## **11. Risk & Responsibility**

- Materials remain the property of FMC Fencing until paid in full.
- Materials are at the client's risk once delivered.

## **12. Demolition & Removal**

- Optional; extra cost applies.
- Does not include removal of spoil from holes unless quoted.
- Green Waste removal is not included unless specified in the quote.

## **13. Subcontractors**

- FMC Fencing may subcontract any obligations.
- Clients must not give instructions to subcontractors.

## **14. Insurance**

- FMC Fencing has public liability insurance of \$10 million.
- Clients may be required to hold similar coverage if requested.

## **15. Suspension & Termination**

- FMC Fencing may suspend work if client obligations are not met.
- Either party may stop works if serious issues are not resolved within 5 days of notice.

## **16. Warranty**

- 12-month warranty on labour only.
- Materials are not covered.
- Clients are responsible for maintenance (painting, staining, lubricating gates/latches/fixtures).