



TERMS AND CONDITIONS

The following terms and conditions apply to and are incorporated into the Quote/Contracts unless expressly modified or excluding in writing by the contractor (Dream Deck and Fence Inc.)

SCOPE OF WORK

- 1.1 The contractor shall carry out and complete the work described in the quote/contract document in a good and workman like manner and shall have no obligation to execute any further work unless otherwise agreed in writing between the parties. If there shall be any discrepancy between any specification and any drawing, the description contained in specification shall prevail over the drawing.
- 1.2 The contract documents shall contain, the quote, the specification plans and any other document referred to in the quote. No qualification in any acceptance issued by the client shall form part of the contract unless specifically agreed to in writing by the contractor.
- 1.3 Only the items on the quote specification are included, but all works are due for payment. All other requested works are excluded.
- 1.4 The client is responsible for obtaining any necessary planning permission for the works and the fulfilling of statutory requirements.

QUOTE/CONTRACT

- 2.1 The contractor also reserves the right to increase the value of the contract due to changes in design or materials by the client after execution of the quote/contract and may result in change order fees.
- 2.2 Acceptance of the quote/contract involves acceptance of these terms in conditions of the contract documents. This represents a binding contract between the parties. It should be noted by client that any attempt to cancel by the client will involve the client being liable

to cancellation fee and any loss of expenses incurred as a result at the discretion of contractor. (Up to a maximum of 50% of the total of quote/contract.)

PAYMENT

- 3.1 The client accepts that he/she will pay the contractor the full quote/contract sum (all costs incurred) together with any tax properly chargeable upon the contract.
- 3.2 All accounts are net and do not provide for any discounts or retentions and payment by credit card is not accepted.
- 3.3 Payment of invoice can be made by Visa, Mastercard, Amex, Bank Draft, Certified Cheque, Cash or even Finance if previously approved on Quote/Contract.
- 3.4 Larger contracts may be paid by finance if that was approved and included in final quote/contract.
- 3.5 Payments are immediately due on receipt of invoice.
- 3.6 The contractor will only ask for the quoted/contracted price, unless there are any unforeseeable difficulties, or the work has been increased. In either case all work will be paid for.

SITE

- 4.1 The client warrants the site is free of underground problems including pipes, cables, irrigation water lines, stumps, sewage drains, private electricity lines or private gas lines and waste materials. Where problems are found underground the contractor shall be entitled to charge for additional work necessary and properly executed by the contractor to complete the work.
- 4.2 The contractor shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by its improper use.
- 4.3 Any material, refuse or debris required to be removed from the site to execute the contract, not in the quote/contract, may be billed for hauling and dumping.

DELAY/DISRUPTION

- 5.1 The contractor undertakes to use all reasonable endeavors to complete the work within a reasonable time or by a specific date if agreed. Under no circumstances shall the contractor incur any liability to the client for any untimely performance.
- 5.2 The contractor shall not be held responsible for any delays caused by weather which make contract execution impossible.

MATERIALS ON-SITE

- 6.1 Materials delivered to site become the responsibility of the client. The contractor accepts no responsibility for loss damage or expense after delivery of materials to site for any reason.

6.2 Any material brought to, or removed from the site, excess to the contractor's requirements remains the possession of and removable by the contractor who shall have the right to enter the site for that purpose.

MAINTENANCE AFTER COMPLETION

7.1 The contractor undertakes to execute the scope of this contract. The proper maintenance of the site however passes to the client upon practical completion, unless otherwise agreed in writing. Practical completion is deemed to take place as specified by the contractor. Customer please refer to easycare, Lawn care hand outs or on Company Website.

ACTING AGENTS

8.1 The contractor has no responsibility, or liability for structural considerations, appearance of finish features, or overall management of works where an outside party has provided advice, drawings, or supervision, unless agreed in writing prior to start of contract. It is the responsibility of the agent to bring these terms of business to the attention of the client.

WARRANTIES

- 9.1 Refer to Dream Deck and Fence Inc. 3 Year Warranty for Decks, Fences, Pergolas, Wood work NOT Landscaping as Company does not give a warranty for such work. If there are some circumstances deemed reasonable by contractor we will use our discretion.
- 9.2 The contractor accepts no liability for any negligent act, omission, or any default under this contract, unless specifically agreed in writing.
- 9.3 Any structural or appearance of finished features is at the discretion of the contractor, unless agreed in writing by the client or agent prior to the start of works. Where a written specification for the appearance of a feature is provided to the contractor, it is the responsibility of the client or agent to request a small sample of this finished works prior to the start of that specific feature. The contractor is not liable for any works necessary as a consequence of such an omission. This applies to both client and agent.

