

# Quotation No

# Q67700

# 05/06/2023

### Sydney

E: sales@allhills.com.au  
 90 Toongabbie Road  
 Girraween NSW 2145  
 P: 02 8488 9960

### Newcastle/Hunter

E: newcastle@allhills.com.au  
 1/5 Pavilion Place  
 Cardiff NSW 2285  
 P: 4946 2494

### Rep.:

**John McArthur**  
**0420 412 364**



STROP Pty Ltd T/A LIC. No. 143283C ABN 56 069 785 600

**Your One Stop Fence Shop®**

www.allhillsfencing.com.au

Client Details	Site Address
<b>Ken Wyper</b>	<b>Ken Wyper</b>
<b>WESTLEIGH</b>	<b>3 Webbs Terrace</b>
	<b>WESTLEIGH 2120</b>
	<b>0439 405 573</b>
	<b>(04) 3940 5573</b>

Product Description - Scope Of Works: Supply & Install	Client Ref :	Amount
<b>FRONT SIDE</b>		
35m x 3.6m -Replace Green Chainwire Fence		
-Re Use Existing Frame		
- Fit Bottom Rail		
-Fit Approx 4 X Back Stays To Support Existing Post		
-Gate To Stay Remesh Only		\$7712
35m x Demolish & Remove Including Tip Fees - Existing Chainwire Mesh Only		\$708
<b>RIGHT HAND SIDE</b>		
35m x 3.6m -Replace Green Chainwire Fence		
-Re Use Existing Frame		
- Fit Bottom Rail		
-Fit Approx 5 X Back Stays To Support Existing Post		
35m x Demolish & Remove Including Tip Fees - Existing Chainwire Mesh Only		\$7712
		\$708
<b>BACK SIDE</b>		
35m x 3.6m -Replace Green Chainwire Fence		
-Re Use Existing Frame		
- Fit Bottom Rail		
-Fit Approx 8 X Back Stays To Support Existing Post		
-Gate To Stay Remesh Only		\$7712
35m x Demolish & Remove Including Tip Fees - Existing Chainwire Mesh Only		\$708
<b>LEFT HAND SIDE</b>		
35m x 3.6m Green Chainwire Fence - Bottom Rail		
-Re Use Existing Frame		
-2 X Stays From Top Rail To Light Post		
35m x Demolish & Remove Including Tip Fees - Existing Chainwire Mesh Only		\$6093
And Bottom Kick Board		\$708

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Rock/Root holes each (if any): \$ 45

Core holes each (if any): \$ 65

**NO SPLIT INVOICES without prior written acceptance from each party involved - 33.00 \$ per Invoice**

**TOTAL (Exc. GST) \$29,146.36**

**GST Amt. \$2,914.64**

**TOTAL (Inc. GST) \$32,061.00**

All prices quoted are GST inclusive  
**Quote valid for 30 days.**



**All Hills Responsibility**

Quality Service, Workmanship & Materials.

**Clients Responsibility**

Site Preparation  
 Fence & Boundary Lines  
 Underground Services.  
 AHF covers up to \$300 if damage occurs.

**Security and Trust**

DWEERS Certified  
 Member of MBA since 2000  
 Fencing Australia since 1998  
 No upfront payments

**Insurance and Gurantees**

4yr Workmanship Guarantee  
 Workers Compensation No – 113568201  
 Public Liability Policy No - 44 CPL 3802754  
 Contractors License No. 143283C  
 Industry licences  
 All Insurances

**Payment Options**

1% Admin fee on all credit Card Transaction





**Strop Pty Ltd trading as All Hills Fencing – Terms & Conditions of Trade that form part of this contract**

- 1. Definitions**
- 1.1 "Seller" means Strop Pty Ltd and its successors and assigns.
- 1.2 "Buyer" means the Buyer named on the front of the quotation contract, or any person acting on behalf of and with the authority of the Buyer and where the context so permits includes the Owner.
- 1.3 "Owner" means the Owner named on the front of this contract.
- 1.4 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer or the Owner on a principal debtor basis.
- 1.5 "Goods" means Goods supplied by the Seller to the Buyer and where the context permits shall include any supply of Services.
- 1.6 "Services" means all services supplied by the Seller to the Buyer and includes any advice or recommendations and where the context so permits shall include any supply of Goods.
- 1.7 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.
- 2. Acceptance**
- 2.1 The Buyer accepts this contract on the earlier of:
- (a) the date on which the Buyer verbally accepts or gives verbal/written instruction to book in & commence works.
- (b) the date on which the Buyer signs the contract; and
- (c) the date on which the Buyer takes delivery of any Goods from the Seller.
- 2.2 Where the Owner is different from the Buyer, the Owner is deemed to accept this contract on the earliest of:
- (d) the date on which the Buyer accepts the contract pursuant to clause 2.1; and
- (e) the date on which the Owner signs the contract; and
- (f) the date on which the Owner takes delivery of any Goods from the Seller.
- 2.3 Where more than one Buyer or Owner has entered into this agreement, all of the Buyers or all of the Owners as the case may be shall be jointly and severally liable for all payments of the Price.
- 2.4 Upon acceptance of the terms and conditions of the contract by the Buyer or by the Owner the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the authorized representative of the Seller.
- 2.5 The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice).
- 2.6 The parties agree that the Seller is not bound by any representation or statement unless that representation or statement is made in writing by the Seller's manager.
- 3. Goods**
- 3.1 The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.
- 3.2 All such documents are deemed to form part of this contract.
- 4. Price And Payment**
- 4.1 At the Seller's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
- (b) the Seller's current Price, at the date of delivery of the Goods, according to the Seller's current Price list; or
- (c) the Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Buyer shall accept the Seller's quotation within thirty (30) days.
- 4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
- 4.4 At the Seller's sole discretion, for certain approved Buyers payment will be due either seven (7), (14) or thirty (30) days following the date of the invoice.
- 4.5 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.
- 4.6 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.
- 4.7 The Buyer will be liable to pay the Seller for Goods as soon as the Seller orders those Goods from a supplier. If the Buyer seeks to cancel this Contract at any point before the work is completed, the Seller may at its discretion accept the Buyer's cancellation. In that event the Buyer will be liable to pay the Seller for the cost of the Goods and all associated costs of the Seller arising from the cancellation.
- 5. Delivery Of Goods / Services**
- 5.1 Delivery of the Goods shall be made to the Buyer's address or to such other address as the Buyer and the Seller may agree. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 5.2 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 5.3 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
- (a) such discrepancy in quantity shall not exceed 5%, and
- (b) the Price shall be adjusted pro rata to the discrepancy.
- 5.4 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 5.5 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- 5.6 The Buyer must provide access for the Seller and any employee or subcontractor of the Seller to carry out the work as required during work hours allowed by relevant statutory authorities. The Buyer must remove any personal property likely to impede the work.
- 5.7 If the Buyer fails to take delivery of the Goods or to make arrangements for delivery of the Goods within 14 days of being notified by the Seller that the Goods are available for delivery, then the Seller may treat the Contract as being repudiated. In that event, the Buyer will be liable to pay the Seller for the cost of the Goods and all associated costs of the Seller arising from the repudiation.
- 6. Risk**
- 6.1 All risk for the Goods passes to the Buyer on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
- 7. Defects / Returns**
- 7.1 The Buyer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 8. Warranty**
- 8.1 The Seller warrants that all work done under this contract will comply with:
- (a) the Building Code of Australia to the extent required under the Environmental Planning and Assessment Act 1979 (including any instrument made under that Act)
- (b) all other relevant codes, standards and specifications that the work is required to comply with under any law
- (c) the conditions of any relevant development consent or complying development certificate and any construction certificate provided the Buyer or the Owner has made the Seller aware of the terms of the relevant consent or certificate.
- 8.2 This contract may limit the liability of the Seller for a failure to comply with clause 8.1 if the failure relates solely to:
- (d) a design or specification prepared by or on behalf of the Buyer or the Owner (but not by or on behalf of the Seller), or
- (e) a design or specification required by the Buyer or the Owner, if the Seller has advised the Buyer or Owner verbally or in writing that the design or specification contravenes clause 8.1.
- 8.3 The conditions applicable to the warranty given by clause 8.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) failure on the part of the Buyer or the Owner to properly maintain any Goods; or
- (ii) failure on the part of the Buyer or the Owner to follow any instructions or guidelines provided by the Seller; or
- (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
- (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (v) fair wear and tear, any accident, any act of vandalism, or act of God.
- (b) the warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.
- (c) in all other cases the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Buyer's claim.
- 9. Applicability of legislation**
- 9.1 Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Home Building Act 1989 (NSW), the Competition and Consumer Act 2010 (Cth), the Building and Construction Industry Security of Payments Act 1999 (NSW) or any other applicable legislation except to the extent permitted by those Acts.
- 9.2 At the Seller's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act (NSW) may apply.
- 10. Default & Consequences Of Default**
- 10.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 10.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller for all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.
- 10.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
- 10.4 In the event that:
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Seller's other remedies at law:
- (i) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 10.1 hereof.
- 11. Security And Charge**
- 11.1 Despite anything to the contrary contained herein or any other rights which the Seller may have:
- (a) Where the Buyer and/or the Owner and/or the Guarantor for either of them (if any) is the owner of land, realty or any other asset capable of being charged, the Buyer and/or the Owner and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Owner and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause the Buyer and/or the Owner and/or the Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of this clause the Buyer and/or the Owner and/or the Guarantor do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as their true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Owner and/or the Guarantor in any land, realty or asset in favour of the Seller and/or the Seller's nominee and/or the Owner's and/or the Guarantor's name as may be necessary to secure the Buyer's and/or Owner's and/or the Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
- 11.2 Where the Buyer and/or the Owner and/or the Guarantor grants a charge as provided for in clause 11.1, then the parties agree that the Buyer and/or the Owner and/or the Guarantor:
- (a) grant the Seller a Security Interest in all Goods which the parties agree constitute Collateral within the meaning of the Personal Property Security Act;
- (b) agrees that any Collateral or any proceeds of Collateral that come into existence after the date of this contract will come into existence subject to the Security Interest or charge granted herein without the need for any further action by any party to this contract; acknowledges that the Buyer and/or the Owner and/or the Guarantor has received valuable consideration from the Seller for the charge or Security Interest; and
- (c) agrees that attachment is immediate and, to the extent that the Security Interest relates to after acquired Personal Property, the Security Interest attaches on the date that the Buyer and/or the Owner and/or the Guarantor has the power to transfer rights in the Collateral to the Seller.
- 12. Privacy Act 1988**
- 12.1 The Buyer and/or the Owner and/or the Guarantor/s (in this clause 12 referred to as the "Buyer") agrees for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.
- 12.2 The Buyer agrees that the Seller may exchange information about the Buyer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) to assess an application by Buyer;
- (b) to notify other credit providers of a default by the Buyer;
- (c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- (d) to assess the credit worthiness of Buyer and/or Guarantor/s.
- 12.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 12.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:
- (a) provision of Services & Goods;
- (b) marketing of Services and/or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/Goods; processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- (d) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.
- 12.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Buyer; and
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.
- 13. General**
- 13.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.2 All Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law which affect the Goods supplied.
- 13.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 13.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price.
- 13.5 The Buyer shall not set off against the Price amounts due from the Seller.
- 13.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 13.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Buyer of such change.
- 13.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.