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Licence 315848C

Fully Licensed and insured

**Client****Rob****Telephone No:****0409 938 079****Site Address:****108 John Oxley Drive, Frenchs Forest****Email: robertgrant274@gmail.com****QUOTE 1 – ALUMINIUM THROUGHOUT BACK SECTION****POOL FENCING**

Supply and Install approx 20 linear metres of Black 1800mm high tubular Pool fencing on back edge of pool to boundary fence.

**Includes rip out and removal from site of existing fencing**

<b>Grand Total Inc GST</b>	\$5940

**Payment Structure**

Deposit	\$600
final	\$5940

Requested delivery date: : tbc

On signing this form it becomes a legally binding contract, I confirm I have read the terms and conditions overleaf

**Confirmed by (Print name):****Customer Signature:****On behalf of Modular Glass****Date:****Fencing**

**Modular Glass Fencing Terms and Conditions**

**Payment Options**

**Bank Transfer**

**Bank:** NAB **Account Name:** MODULAR GLASS FENCING **BSB:** 082356 **Account No:**401052370 **Reference:** The address for fencing works

**Credit Card** I here by give permission for Modular Glass Fencing to debit my account according to the payment structure.

Initial Deposit is interest Free. Additional credit card payments will be charged at 1.9 % of the transaction amount.

MasterCard  Visa  Expiry Date:...../..... CVN:.....

*What is a CVN?* The CVN (Card Verification Number) appear on the back of your card.

Credit Card No:

**Cardholders Name:**.....

**Signature:**.....

**Material and Installation Certificate**

All Modular Glass Fencing materials meet Australian standards. The Glazing compliance document will be emailed to you upon receipt of the final payment. It is advised not to book certification until you receive your certificate.

**General Installation Terms**

The purchaser shall supervise the location of the fencing contract and shall where installation is involved advise the installer of the location of all electrical cables, gas or water mains, sewerage, telephone lines and any other service facility which is or may be affected by the installation of the proposed fence. Modular Glass Fencing shall not be liable for the incorrect location of the fence or damage to the above utilities and the purchaser shall indemnify Modular Glass Fencing against any claims or damage made by any person or authority in respect of incorrect location or damage.

Although every care is taken Modular Glass Fencing will not accept liability for any remedial damage to surrounding landscaping (flowerbeds, turf, paintwork, paving, concrete or timber decking etc...).

If on commencement of work, Modular Glass Fencing encounters rock (rock is considered ground that is in penetrable with standard manual excavation tools). Modular Glass Fencing reserves the right to an additional charge of \$20 per post hole.

Upon acceptance of the quotation, payment will be the responsibility of the person or legal entity to which this quotation is addressed. Such acceptance will be taken as an authority to proceed with all work including, if applicable demolition of existing fencing and other obstructions, and it will be understood that the person or legal entity to whom the quotation is addressed has obtained the agreement of all other property owners and occupants affected in anyway by such a contract.

Modular Glass Fencing would encourage pool owners concerned about equipotential bonding to seek consultation and treatment from a qualified professional (electricians and the like).

**Interest on Late Payment**

Modular Glass Fencing has a policy of paying interest on all late payments.

It hereby states that all contracts with a value of up to A\$25,000 (GST inclusive), if full payment is not made by the purchaser within 14 days of receipt of the invoice, the purchaser must pay simple interest on the unpaid amount (contract amount).

**Retention of Title**

Until full payment in cleared funds are received by Modular Glass Fencing for all goods supplied by it to the purchaser, as well as all other amounts owing to the Modular Glass Fencing by the client under any other contract:

- (a) Legal title and property in all goods supplied under this contact remain vested in Modular Glass Fencing and do not pass to the purchaser
- (b) The purchaser hold the goods as fiduciary agent and bailee for Modular Glass Fencing
- (c) The purchaser must keep the goods separate from other goods and maintain the labelling and packaging of Modular Glass Fencing so that they are readily identifiable as the property of Modular Glass Fencing, however failure to comply with these requirements will not affect Modular Glass Fencing's title and property to the goods
- (d) Modular Glass Fencing may without notice, enter any premises where it suspects the goods may be located and remove them without committing trespass, Modular Glass Fencing to enter such premises and also indemnifies Modular Glass Fencing from and against all cost, claim demands or actions by any party arising from such action; and
- (e) In the event that the purchaser uses the goods/product in some manufacturing or construction process of its own or some third party, then the purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods/products in the trust for Modular Glass Fencing Such Part shall be deemed to equal in dollar terms the amount owing by the client to Modular Glass Fencing at the time of the receipt of such proceeds  
Modular Glass Fencing and the purchaser agree that nothing in this clause creates a charge in favour of Modular Glass Fencing which is registrable under the Corporations Act 2001 (5<sup>th</sup>) or the Bills of Sale and Other Instruments Act 1955 (NSW).

**BY SIGNING THIS ORDER YOU ARE ACCEPTING LIABILITY FOR ALL ON IT.**