**AFI DRAFT EXAMPLE TERMS & CONDITIONS**

The following list of terms and conditions have been suggested by members who have, through time, added various clauses and statements to their quotations following potential or actual problems with their fencing contracts and/or payments. Each item should be reviewed for suitability for your own business and only used where appropriate and relevant. They are not to be considered comprehensive nor exhaustive and neither do they constitute legally binding terms or conditions applicable in a court of law. They are offered for your guidance only.

GENERAL ADVISORY NOTES:

[Service]

* Our quotation above includes all necessary materials, supervision, site-labour, plant and equipment, reflecting our company’s complete, comprehensive and self-sufficient supply and installation service.
* Our company is a member of the Association of Fencing Industries. As a condition of membership, all activity is carried out under a Government Approved professional Code of Practice, overseen and audited by the association.
* All work is guaranteed against defective materials or workmanship.
* [Your company] carries and disposes of its waste responsibly, and with due regard to the environment (Waste Carrier Licence No ####)
* We will take complete responsibility for the quality of our work and the conduct of our operatives etc, i.e. all that is associated with our own works. However, we cannot be held responsible, without compensation, for the acts or omissions of others, e.g. delays, variations, interruption, etc.
* Note: it should be appreciated that it is not possible to erect a fence that cannot be negotiated by a determined intruder given adequate time, freedom from observation and suitable climbing aids and tools for forcing an entry *[BS 1722 (Fences)]*.

[Survey/Site]

* Our price takes account of the visible characteristics of the surface of the site following our recent site inspection. Hidden obstacles or access restrictions may increase costs and/or introduce delay.
* As the site has not been inspected, our quotation assumes that excavation is in normal soil or clay, and there is clear vehicular access to all fence lines. Digging through any unforeseen hard substance, e.g. rock, rubble, tarmac or concrete, may incur additional costs.
* The customer is responsible for providing a suitable area for storage and distribution of materials throughout the duration of these works, and in providing unhindered continuous access to the fence-line. Access restriction, interruptions in the works, or other client-factors introducing delays or stoppages may incur additional costs.
* The customer is responsible for the identification of any utility, electrical/data cables, ducts, pipes, voids and other services in the vicinity of the fence-line, and any Statutory Notifications relevant to these works.
* Excavated post-hole spoil to be [spread neatly in the vicinity of each fence post][removed to our own on-site skip][placed in the customer’s own skip][deposited in customer’s own spoil heap]
* Lengths are scaled from your site plan, and therefore the total price will be subject to re-measurement upon completion and recalculated accordingly.
* Unless specifically agreed, the erection of the fence will not include clearing, cutting or filling of the ground, nor the disposal of excavated spoil and/or arisings off site.

[Fencing/Netting]

* CAUTION – the fence/net is not designed to support any additional loads, e.g. additional netting, advertising hoarding, significant overgrowth, or to be climbed upon - any/all of which could lead to damage and/or failure, particularly in high winds.
* The purpose of ball-catch/dividing netting is to contain balls, not to act as a windbreak.
* Retractable netting should be withdrawn when not in use, and particularly during extreme weather conditions, as strong winds, ice and snow may otherwise damage the netting and/or its supporting stucture. The rule of thumb is, if the weather is such that it prevents effective play within the facility, then the net should be withdrawn.
* Despite their transparency, nets will always catch the wind and exhibit the characteristics of a large sail. The supporting structures and systems can limit this factor, but are not designed to create a rigid rectangular unmoved-able barrier. Indeed this would be undesirable, as the netting must be loose in order to absorb ball-impact gently and silently.
* Consequently nets are usually manufactured deliberately over-size in height and width, so as to deliberately sag (3-400 mm typically in a long cross-pitch run) and enable deformation. The desire to eliminate the inevitable sag in the nets should therefore be avoided at all costs, as this will introduce high stresses in the supporting structures beyond their designed capacity.

[Gates]

* Note – double gates require only one drop-bolt in the closed position.
* Ensure that gates are closed and latched when not in use (to prevent swinging in the wind)

[Timber]

* Timber is vacuum pressure treated and should give a rot-free service life of up to ?? years. The pale green/brown preservative will tend towards a light grey colour through time.
* Timber is a natural product that does not benefit from exact dimensional nor compositional consistency. It expands and contracts due to changing climatic conditions, and is prone to splits (shakes), cracks (checks), knots, twisting, bowing and bending etc.
* When machine-sawn, it will also exhibit saw marks, rough edges (with some splintering) and minor dimensional discrepancies.
* The application of subsequent dark wood-stains or preservatives increases the absorption of heat, and thus exacerbates the above issue.
* Exposed upper edges of the boards to be painted annually (or sooner if otherwise breached) with an additional layer of protective water-resistant paint. Similarly treat and protect any scratches or cracks as soon as they come to light.

TERMS & CONDITIONS OF SALE:

[Delivery]

* Anticipated delivery and commencement is approximately ? weeks from receipt of your official Order.
* Site works themselves should take up to a further ? working weeks/days (uninterrupted) to complete.

[VAT]

* All prices are quoted exclusive of VAT @ 20%.

[Validity]

* As a result of the recent instability in the price and availability of steel, we are currently unable to offer fixed prices for more than four weeks.
* All prices quoted will remain fixed for two/three months from the above date.
* This is a BUDGET quotation for guide purposes only. We reserve the right to amend our quotation on receipt of full project specification and/or following a site inspection.

[Payment Terms]

* Payment due within 30 days from date of agreed monthly invoices/applications (subject to credit status approval).
* Payment due in full upon receipt of Invoice following satisfactory completion.
* Payment terms to be agreed – subject to credit status approval.
* Under the Late Payments of Commercial Debts (Interest) Act 1998, we retain the right to charge interest on overdue accounts at the rate of 8% above bank base rate.
* Debts over 60 days beyond terms will incur additional collection charges.

[Discount]

* A 2.5 % main contractor’s prompt payment discount is available for settlement within the above agreed terms.
* Our quotation is net and does not include a discount.

[Retention]

* As the work is of a temporary nature, it will not be subject to the normal conditions of contract, i.e. all work shall be paid for in full, without retention or discount, upon satisfactory completion.
* We have made no allowance in the above quotation for the deduction of retention.

[Sliding and Large Gates – Contractors ONLY]

* Gate posts/supports to be bolted down to insitu concrete foundations, constructed by others (to details provided by ourselves) in advance of our works.

[Electric Gates]

* Our quotation includes for localised power and control cabling only. All power and communications cabling from the control/monitoring points to the gate itself, including all associated trenching, ducting, drawstrings and any backfilling/reinstatement, to be carried out by others (to details provided by ourselves) in advance of our works.

[Planning]

* You are advised to check with your local planning authority before commissioning external works of this nature. Generic guidelines advise that you seek advice concerning any structure abutting a highway or footpath whose height exceeds 1 metre, and in other instances where it exceeds 2 metres.

[Title/Continuity]

* Title to any goods provided shall not pass to the Customer until full payment has been received.
* The price offered assumes that works will be continuous once started.

[Dayworks – Contractors ONLY]

* Any additional works, outside the scope of the above, will be charged at the following rates (including travelling time/costs if appropriate):
  + Labour: £ ?? per hour (per operative), including transport, fuel and hand tools.
  + Hired plant/equipment: standard hire price, plus 15%.
  + Materials: cost price, plus 10%.

[Mandatory]

* We will utilise our best endeavours in connection with this work, but will not accept liability for consequential losses arising from these works, howsoever caused.