



XAB Projects Pty Ltd
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Logan & Gold Coast

Terms & Conditions

1. **Excavation and Variations** – This quotation is based on digging into the soil. Any excavation into reactive soil, rock, tree roots, building rubble or similar will be treated as a variation. Rock excavation will be charged at \$150.00 per hour (machine and operator), with a minimum charge of 2 hours if a rock hammer is required. Disposal of rock or rubble will incur additional tipping fees at cost. These charges will be added to the final invoice and must be paid directly to Cleanscapes & Excavation to maintain warranty compliance.
2. **Underground Services** – Cleanscapes & Excavation conducts a Dial Before You Dig (DBYD) check before starting excavation works. However, these reports are not always accurate or complete. Any damage to underground utilities (including pipes, gas, electricity, sewer, or pool lines) remains the responsibility of the homeowner unless accurate service plans are provided prior to work commencing.
3. **Site Access and Vegetation** – Cleanscapes & Excavation accepts no responsibility for damage to plants, trees, shrubs or grass during fence or retaining wall installation. A clear access of 600mm along the construction line is required.
4. **Council Approvals & Engineering Certification** – Where building or engineering approval is required (e.g. retaining walls exceeding 1.0 m, or combined retaining wall and fence exceeding 2.0 m), it is the responsibility of the property owner to obtain approval and provide any required engineering certification. Cleanscapes & Excavation does not arrange or verify council or engineering approvals.
5. **Boundaries & Location of work** – The homeowner is responsible for confirming the exact location of the fence and/or retaining wall. Property boundaries can only be legally identified by a licensed cadastral surveyor. If the homeowner chooses not to engage a surveyor, the homeowner is responsible for providing boundary locations/marks. Cleanscapes & Excavation accepts no liability for fines, removal orders, disputes, or costs associated with incorrectly identified boundaries.
6. **Demolition and Removal** – Demolition and removal include only the fence and/or retaining wall materials and above-ground elements. It does not include cutting or clearing trees, bushes, vines, wire, fibro, or other obstructions that have grown over or around the fence and need to be cleared for installation. Additional fees will apply if the homeowner requests demolition or disposal of trees, bushes, shrubs, vines, wire, rubbish, concrete, or rock broken up during installation.
7. **Materials, Ownership and Warranties** – Materials used (e.g., Colorbond steel, engineered retaining wall systems) are covered by manufacturer warranties. Cleanscapes & Excavation is not liable for defects in materials. Concerns relating to material faults should be directed to the supplier in accordance with their warranty terms. All workmanship by Cleanscapes & Excavation is guaranteed for 10 years. Damage to gates or fittings caused by wind, misuse, or normal wear and tear is not covered. All guarantees and warranties are void unless payment is made in full on completion. Until all accounts are paid in full, all materials remain the property of Cleanscapes & Excavation.
8. **Payments and Outstanding Accounts** – Final payment, including any extra costs, must be made in full on completion by the person named on the quote. Any costs associated with recovering overdue accounts are to be paid by the debtor. The homeowner agrees that information may be provided to a Credit Reporting Agency (Privacy Act 1988). If an overdue account is referred to a collection agency or law firm, the homeowner will be liable for all costs incurred, including legal demands and enforcement costs.
9. **Accuracy of Quote Details** – The homeowner is responsible for ensuring the details provided on the quote are accurate and correctly describe the work to be undertaken. Work will be carried out in accordance with the quote, and any variations will incur extra costs.
10. **Scheduling and Weather** – Any installation date provided is an estimate only and may change without notice. Work may be delayed in the event of unsuitable conditions, including wet weather, excessive heat, cyclonic weather, or other unsafe conditions. Cleanscapes & Excavation will assess conditions on a case-by-case basis to ensure safe and quality installation.
11. **Site Requirements** – The homeowner must supply water and electricity required for installation.
12. **Job Changes and Cancellations** – Additional charges will apply if the job is altered or modified after materials have been ordered. If a job is cancelled after materials have been ordered, reasonable operating costs will be deducted from deposit or progress payments.