

1. Quotations

1.1 Unless otherwise stated in writing, all quotations issued by Imperial Wrought Iron are valid for **30 days** from the date of issue.

1.2 Quotations are based on the information available at the time of preparation, including site inspections, customer-provided information, drawings, photographs and measurements.

1.3 Quotations include only the goods, services and works specifically described in the quotation. Any work, materials or services not expressly included may be treated as a variation and may incur additional charges.

1.4 Quotations are subject to site conditions remaining substantially the same as those observed or disclosed at the time the quotation was prepared. Should unforeseen conditions or circumstances arise, Imperial Wrought Iron reserves the right to revise the quotation or issue a variation.

1.5 Imperial Wrought Iron reserves the right to withdraw or amend any quotation prior to acceptance.

2. Acceptance of Quotation

2.1 A quotation is accepted when the customer:

- pays the required deposit;
- provides written acceptance by email or other written communication; or
- otherwise instructs Imperial Wrought Iron to commence the quoted works.

2.2 Where a deposit is required, payment of the deposit constitutes the customer's acceptance of:

- the quoted scope of works;
- the quoted price;
- these Terms & Conditions; and
- any documents expressly incorporated into the quotation.

2.3 Upon acceptance, a binding agreement is formed between the customer and Imperial Wrought Iron.

3. Deposits

3.1 Where specified in the quotation, a deposit is required before any work will commence.

3.2 The deposit amount will be stated in the quotation or deposit invoice.

3.3 Payment of the required deposit constitutes the customer's acceptance of:

- the quotation;
- the quoted scope of works;
- the quoted price;
- these Terms & Conditions; and
- any documents expressly incorporated into the quotation.

3.4 Upon receipt of the deposit, Imperial Wrought Iron may commence work, order materials, schedule labour, or otherwise allocate resources to the project.

3.5 Unless otherwise agreed in writing, commencement dates are estimates only and are subject to material availability, weather conditions, existing workloads and other circumstances beyond Imperial Wrought Iron's reasonable control.

3.6 Deposits are generally non-refundable once materials have been ordered, fabrication has commenced, or costs have been incurred in relation to the project. Where a customer cancels an accepted quotation, any refund will be determined after deducting reasonable costs already incurred.

4. Variations

4.1 A variation is any change to the agreed scope of works after the quotation has been accepted, including changes requested by the customer or additional work made necessary by unforeseen circumstances.

4.2 Variations may include, but are not limited to:

- changes to the design, dimensions, materials, finishes or specifications;
- additional work requested by the customer;
- work required due to hidden defects, unforeseen site conditions or structural issues;
- changes required to comply with applicable laws, regulations or safety requirements.

4.3 Where a variation affects the cost of the works or the estimated completion timeframe, Imperial Wrought Iron will advise the customer of the revised cost and/or timeframe before proceeding with the variation, where reasonably practicable.

4.4 Variations may result in additional charges or credits and may extend the estimated completion date.

4.5 A variation may be accepted by written approval, email, text message or any other form of communication that reasonably indicates the customer's agreement. Where the customer instructs Imperial Wrought Iron to proceed with the varied work, this will be deemed acceptance of the variation.

4.6 Imperial Wrought Iron is not obliged to carry out any variation until the variation has been accepted by the customer, unless immediate action is reasonably required to ensure safety, protect property or prevent further damage.

5. Payment Terms

5.1 The customer agrees to pay all amounts specified in the quotation, together with the cost of any approved variations.

5.2 Unless otherwise stated in writing, payment of the balance is due upon completion of the works or prior to delivery, collection or handover of the completed goods, whichever occurs first.

5.3 Imperial Wrought Iron reserves the right to issue progress claims for projects completed in agreed stages where this has been specified in the quotation.

5.4 Ownership of any goods supplied by Imperial Wrought Iron remains with Imperial Wrought Iron until all amounts owing under the quotation have been paid in full.

5.5 Where payment is not received by the due date, Imperial Wrought Iron reserves the right to:

- suspend further work;
- withhold delivery or installation of completed goods;
- recover any reasonable costs incurred in collecting overdue amounts; and
- charge interest on overdue amounts where permitted by law and agreed in the quotation or invoice.

5.6 Payments may be made using the payment methods specified on the quotation or invoice.

6. Timeframes & Delays

6.1 Any commencement dates, lead times or estimated completion dates provided by Imperial Wrought Iron are estimates only and are not guaranteed unless expressly agreed in writing.

6.2 Imperial Wrought Iron will make every reasonable effort to complete the works within the estimated timeframe; however, completion may be delayed by circumstances beyond our reasonable control.

6.3 Circumstances that may affect commencement or completion include, but are not limited to:

- adverse weather conditions;
- delays in the supply of materials or components;
- customer-requested variations;
- restricted or unsafe site access;
- unforeseen site conditions;
- equipment breakdown;
- illness or injury;
- supplier delays; and
- other events beyond the reasonable control of Imperial Wrought Iron.

6.4 Where a significant delay occurs, Imperial Wrought Iron will notify the customer as soon as reasonably practicable and provide an updated estimated timeframe where possible.

6.5 Delays caused by circumstances beyond the reasonable control of Imperial Wrought Iron do not entitle the customer to cancel the contract or claim compensation for any resulting loss, expense or inconvenience, except where required by law.

7. Site Access & Customer Responsibilities

7.1 The customer must provide Imperial Wrought Iron with safe, reasonable and timely access to the work site for the duration of the works.

7.2 The customer is responsible for ensuring that the work area is reasonably clear of vehicles, personal belongings, pets and other obstructions that may interfere with the safe completion of the works.

7.3 Where access to the property is restricted or unavailable at the agreed time, Imperial Wrought Iron reserves the right to reschedule the works and recover any reasonable costs incurred as a result of the delay.

7.4 The customer must advise Imperial Wrought Iron of any known site conditions, underground services, structural issues or other circumstances that may affect the safe or efficient completion of the works.

7.5 Where the works require access to electrical power, water or other services, the customer agrees to make these services reasonably available unless otherwise agreed in writing.

7.6 Imperial Wrought Iron reserves the right to suspend or postpone the works where site conditions are considered unsafe or unsuitable until those conditions have been rectified.

8. Materials & Finishes

8.1 Imperial Wrought Iron will make every reasonable effort to supply materials and finishes that match the agreed specifications.

8.2 The customer acknowledges that colours, textures and finishes may vary slightly from samples, colour charts, photographs or previous projects due to differences in manufacturing processes, powder coating batches, lighting conditions and the natural characteristics of the materials.

8.3 Minor variations in colour, gloss level, texture, grain, weld appearance and manufacturing tolerances do not constitute a defect.

8.4 Where a customer has selected a powder coat colour, Imperial Wrought Iron will use the nominated colour or the closest commercially available equivalent if the specified product becomes unavailable, subject to the customer's approval where practicable.

8.5 Unless expressly stated otherwise in the quotation, minor cosmetic variations that do not affect the structural integrity, function or intended appearance of the completed works shall not constitute grounds for rejection.

9. Warranty

9.1 Imperial Wrought Iron warrants that all fabrication and installation work will be carried out with due care, skill and workmanship consistent with accepted industry standards.

9.2 Subject to these Terms & Conditions, Imperial Wrought Iron provides a **two (2) year workmanship warranty** from the date of practical completion of the works.

9.3 Where a defect in workmanship covered by this warranty is identified during the warranty period, Imperial Wrought Iron will, at its discretion, repair or rectify the defective workmanship at no additional cost to the customer.

9.4 This workmanship warranty does not apply to defects or damage resulting from:

- normal wear and tear;
- accidental damage, misuse or abuse;
- lack of reasonable maintenance;
- vandalism or unauthorised alterations or repairs carried out by others;
- movement or settlement of buildings, fences, footings, retaining walls or other supporting structures;
- corrosion, environmental conditions or exposure beyond the intended use of the product;
- fair wear, minor cosmetic changes or natural ageing of materials and finishes.

9.5 Gates, fences and other fabricated products containing moving components may require periodic adjustment due to normal ground movement, settlement or movement of existing structures. Such adjustments are not considered defects in workmanship where the original installation was completed to an acceptable standard.

9.6 Manufacturer warranties relating to products, hardware, automation equipment or powder coating are provided by the respective manufacturers and are subject to their individual warranty terms and conditions.

9.7 The customer must notify Imperial Wrought Iron of any alleged workmanship defect as soon as reasonably practicable after it becomes apparent and provide reasonable access for inspection and, where applicable, rectification.

9.8 Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies the customer may have under the Australian Consumer Law or any other applicable legislation.

10. Ownership of Goods

10.1 Ownership of all goods supplied by Imperial Wrought Iron remains with Imperial Wrought Iron until all monies owing under the quotation, including any approved variations, have been paid in full.

10.2 Imperial Wrought Iron reserves the right to withhold fabrication, delivery, collection, installation or handover of any goods until payment has been received in full, unless otherwise agreed in writing.

10.3 Where goods are made available for collection or delivery prior to payment, ownership will not pass to the customer until all outstanding amounts have been paid in full.

10.4 Nothing in this clause limits any other rights or remedies available to Imperial Wrought Iron under these Terms & Conditions or at law.

11. Limitation of Liability

11.1 Imperial Wrought Iron will not be liable for any delay, loss or damage arising from circumstances beyond its reasonable control, including but not limited to adverse weather, supplier delays, material shortages, equipment failure or restricted site access.

11.2 To the extent permitted by law, Imperial Wrought Iron is not liable for indirect, incidental or consequential loss, including loss of income, loss of profits, loss of opportunity or business interruption arising from the supply of goods or services.

11.3 Imperial Wrought Iron is not responsible for defects, damage or additional costs resulting from:

- inaccurate or incomplete information provided by the customer;
- pre-existing defects in buildings, structures, fences or foundations;
- movement or settlement of land, footings or existing structures;
- work carried out by other contractors or third parties;
- misuse, neglect or unauthorised alterations after completion.

11.4 The customer acknowledges that minor adjustments or maintenance may be required over time due to normal use, environmental conditions or movement of existing structures and that such adjustments do not necessarily indicate defective workmanship.

11.5 Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law or any other applicable legislation.

12. Cancellation

12.1 The customer may cancel the accepted quotation by providing written notice to Imperial Wrought Iron.

12.2 Where an accepted quotation is cancelled before work has commenced and no costs have been incurred, Imperial Wrought Iron may, at its discretion, provide a full or partial refund of any deposit paid.

12.3 Where a cancellation occurs after materials have been ordered, fabrication has commenced, labour has been performed or other costs have been incurred, the customer is responsible for all reasonable costs incurred up to the date of cancellation.

12.4 Any refund payable following cancellation will be calculated after deducting the reasonable value of materials purchased, labour performed, design work completed, subcontractor costs and any other expenses reasonably incurred in relation to the project.

12.5 Custom-made, fabricated or specially ordered goods that cannot reasonably be resold may not be eligible for a refund once fabrication has commenced.

12.6 Imperial Wrought Iron reserves the right to cancel or suspend the works where the customer fails to make payments in accordance with these Terms & Conditions or otherwise commits a substantial breach of the agreement.

12.7 Where Imperial Wrought Iron cancels the agreement for reasons within its control and no substantial work has been performed, any deposit paid by the customer will be refunded, less any reasonable costs already incurred where permitted by law.

13. Privacy

13.1 Imperial Wrought Iron collects, stores and uses personal information for the purposes of preparing quotations, supplying goods and services, communicating with customers, processing payments and meeting legal obligations.

13.2 Personal information is handled in accordance with the Imperial Wrought Iron Privacy Policy, available on our website.

13.3 By accepting a quotation or engaging Imperial Wrought Iron to provide goods or services, the customer acknowledges that their personal information will be collected, used and stored in accordance with the Privacy Policy.
