Sackley, Pip

From:

s47F

Sent:

Wednesday, 18 March 2015 9:59 AM

To:

Small, Kyle

Cc: Subject:

RE: REs47F fencing [SEC=UNOFFICIAL] 150317-I lodged a maintenance request on 17 Dec 14a.pdf

Attachments: Signed By:

s47F

UNOFFICIAL

Good morning Kyle,

Thank you for your email.

I appreciate that this process can take time and it is similar to "herding cats" in trying to get agreement on costs. My concern is that I raised this issue on 17 Dec 14. Today is 17 Mar 15. Clearly not much was going to occur either side of Christmas, but I am astonished that only now, after several calls to DHA, three months later, is something occurring. It appears that every time I have a significant maintenance request, I have to enquire repeatedly in a terse manner to get some action (re the guttering and flooding issue - which I am still not happy with - they did not realign/grade the gutters when they added the new downpipes...another "half-job harry").

I spoke to the tenants of the adjoining property last week, who were the former owners (they sold late Dec or Early Jan and are now renting the adjoining property). They stated that they had no idea there was an issue with the fence. This is not true as I spoke his wife early Jan about this issue. I asked that the tenants get their property owners to call DHA ASAP to discuss the fence. I assume that the owners of the adjoining property know of the issue. Their dog again entered our yard over the weekend and because I was working in the garden and had the front and rear garage doors open, the dog made it onto the road. 20 minutes later I had the dog back in the neighbour's yard. Yesterday I found dog droppings in my yard-again.

Attached to this email is a PDF containing photos I took on 31 Dec 14. This illustrates the issue and highlights the fact the timber has rotted away on the bottom rails. I hope this illuminates the issue for DHA.

Our agreement is with DHA, not the property owners. There is a safety issue regarding small children that has not been addressed to my satisfaction by DHA. What more do I have to do to get DHA to action this "safety" issue in an expedient manner? I appreciate the carpenter arriving at some point this week. Why wasn't the carpenter sent out in January?

I expect DHA to apply significant pressure to the property owners to resolve this issue because small children are involved.

I appreciate your efforts, but I believe this issue has taken too long to resolve.

If you have any questions or comments, please do not hesitate to contact me.

Regards,

s47F

From: Small, Kyle [mailto:kyle.small@dha.gov.au]

Sent: Monday, 16 March 2015 16:05

To:s47F

Cc:

Subject: REs47F

fencing



I just wanted to make sure you had all the information regarding the fencing issue.

As the maintenance call centre should have told you, we have had two quotes raised for the rear fence replacement, one of them had to come from an external provider as we do not have enough fencing contractors on our maintenance panel at this time. My apologies for him turning up unannounced the other day, this was not supposed to happen, although he doesn't have a DHA contractor ID he was still supposed to be letting tenants know when he was attending.

Now we have those it is a matter of getting all the parties to agree to the costs, understandably this can take some time so I have arranged for a carpenter to attend this week to perform works to make the fenceline completely secure, albeit temporarily. They will do whatever is required to ensure the neighbours dog cannot get into your yard, whether it's installing steel mesh over the fence or attaching timber trellis or whatever they deem necessary. At least this way if we are delayed with getting an agreement from all the owners of the neighbouring properties the fenceline will be secure.

My office number is in my email signature if you need to speak to me directly, this number is put through to my mobile when I am out of the office so please don't hesitate to leave me a voicemail if I am unavailable and I will return your call.

Kind regards,

Kyle Small | Property Manager Defence Housing Australia Level 5, TransACT House, 470 Northbourne Avenue, Dickson ACT 2602 Tel: 02 6268 3741 | Fax: 02 6222 2249 |

kyle.small@dha.gov.au | www.dha.gov.au

If you have experienced exceptional customer service and would like to nominate for a Wow Card please email the relevant details to your regional Customer Relations Officer (CRO) or alternatively, you can send an email to the WOW.Nomination@dha.gov.au

Important:

This email and any attachments may be confidential and may be privileged. If the email is not addressed to you please return it to us and destroy any copies you may have. Unauthorised use of this email and any attachment is prohibited.

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Defence Housing Australia will send you correspondence and documents by email if you request or if you use email to contact us. Email is not a secure form of communication and may transmit computer viruses.

intmr02.dha.gov.au[10604847]

I lodged a maintenance request on 17 Dec 14

This is what we came home to on 31 Dec 14.

Today is 17 Mar 15.

There is a safety issue that DHA has not addressed in a timely fashion. I have an 18-month son that enjoys the backyard. The neighbour's dogs are entering my yard despite repeated attempts to repair the fence. I know this because of the numerous dog droppings I find in my back yard and the numerous time I have had to pick the dog or dogs up and put the back over the fence. What will it take for DHA to act on this issue?

My agreement is with DHA, not the owners, therefore, DHA will bear the brunt of my enquires.









Sackley, Pip

From:

s47F

Sent:

Thursday, 19 March 2015 4:51 PM

To:

Small, Kyle

Cc: Subject: F7F

Good Afternoon Kyle,

Detailed maintenance stated that were to attend to the fence at the DHA house I occupy today.

He has not turned up. I called him to confirm if he had attended and he stated he could not make it today (Thursday). That explains why what I though was his work looked so dodgy. I will call the DHA call centre and advise them of such so you have a record of this in your system.

I was wrong in asking the call centre to lodge my dissatisfaction with Detailed Maintenance today.



On 16/03/2015, at 4:04 PM, Small, Kyle wrote:



I just wanted to make sure you had all the information regarding the fencing issue.

As the maintenance call centre should have told you, we have had two quotes raised for the rear fence replacement, one of them had to come from an external provider as we do not have enough fencing contractors on our maintenance panel at this time. My apologies for him turning up unannounced the other day, this was not supposed to happen, although he doesn't have a DHA contractor ID he was still supposed to be letting tenants know when he was attending.

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Kind regards,

Kyle Small | Property Manager

Defence Housing Australia

Level 5, TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

Tel: 02 6268 3741 | Fax: 02 6222 2249 | kyle.small@dha.gov.au | www.dha.gov.au

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intmr02.dha.gov.au[10604847]



s47

Jim's Fencing (Nicholls) ABN: 84 477 088 415

PO Box 3323, Weston Creek, ACT 2611

Ph/Fax: 02 6241 8023 M:s47F

Email: s47F ggjimsfencing.net

Date: 07/03/2015	QUOTATION: 6WR-104355
Client: KYLE SMALL S47F JERRABOMBERRA NSW 2619 W: \$47F M: \$47F	Neighbour:

QUOTATION

DESCRIPTION:		TOTAL (EX TAX):
SUPPLY AND INSTALL LYSAGHT COLORBOND® STEPPED FENCE (BACK LEFT) Dimensions = 13.40m (length) x 1.80m (height), Price = 13.40m x \$85.00 (price per meter)		\$1,139.00 C=50.00%, N=50.00%
DEMOLITION & REMOVAL OF OLD FENCE Dimensions = 13.40m (length), Price = 13.40m x \$15.00 (price per meter)	\$201.00 C=50.00%, N=50.00%
CLEARING OF FENCE LINE Dimensions = 13.40m (length), Price = 13.40m x \$8.00 (price per meter)		\$107.20 C=50.00%, N=50.00%
SUPPLY AND INSTALL TREATED PINE SLEEPERS BETWEEN COLORBOND AND GROUND LEVEL Dimensions = 13.40m (length) x 0.15m (height), Price = 13.40m x \$17.00 (price per meter)		\$227.80 C=50.00%, N=50.00%
267		
SKETCH PLAN:	SUB TOTAL (EX TAX):	\$1,675.00
	GST (10%):	\$167.50
	TOTAL (INC TAX):	\$1,842.50
	CLIENTS SHARE:	\$921.25
	NEIGHBOURS SHARE:	\$921.25
	PAYMENT STRICTLY ON COMPLETION	

THIS QUOTATION VALID 30 DAYS FROM ABOVE DATE NAME, ADDRESS AND PHONE No. of OWNERS MUST BE SUPPLIED BEFORE WORK WILL BE COMMENCED

No responsibility taken if no survey pegs are provided to indicate true boundary. All Care but No responsibility for damage to underground cables and pipes and damage to garden if not cleared 2' on both sides of fence line. Any blasting to be paid for by owners. Power and Water to be supplied by client - access by easiest means. *No claims unless we are given first opportunity to rectify. Owners acknowledge and agree that timber is a natural product that is susceptible to warping, cracking & over time, even after a very short time. Accordingly the contractor cannot be held responsible for any changes to the condition of the timber, when soever arising.

whensoever arising.

SEEK ADVICE FROM YOUR LOCAL COUNCIL IF PERMITS ARE REQUIRED & ARE TO BE OBTAINED BY OWNERS.

Both owners are to sign here if quotation is approved and terms of the contract (set out on both this front page and the terms and conditions over the page) are fully understood.

Date:	Client's Signature:	Neighbour's Signature:	

131 546

www.jimsfencing.net

STANDARD FENCING CONTRACT TERMS AND CONDITIONS

EXTRACT FENCES ACT:

"Where a dividing fence which is of a kind sufficient for the purposes of both the occupiers of lands separated by the dividing fences is out of repair, each occupier shall be liable to join in or contribute to the repairing of the fence in such proportions as shall be agreed upon or in default of agreement determined by the Magistrate's Court under this part".

All our quotations are subject to the following conditions. Acceptance of our quotation also involves acceptance of these conditions.

1. RESPONSIBILITY FOR PAYMENT

The failure of neighbours to contribute towards the cost of fencing or comply with the Fencing Act or to make any payment in accordance with the Fencing Notice served on them shall continue to be the responsibility of original client who initiated the Contract. All quotations are NET Prices for cash payment. A refundable deposit of up to 50% of the contract price may be required on acceptance of this quotation or where specialised subcontracted labour or material is necessary. Where Jim's Fencing or its agents orders special items to fulfil this contract and the customer cancels the contract, the customer remains liable for the balance of the retail price of the goods over and above the deposit held if any. On payment of the balance, materials will be handed over to the customer on completion of work and receipt of invoices. Failure to comply with payment terms will void warranty and will incur a 10% surcharge. The complete fence remains the property of Jim's Fencing until final payment is made,

2. NEIGHBOURS

Notwithstanding that the contractor shall at the request of the owner send fencing notices to adjoining owners, the owner shall continue to be responsible if the adjoining owners fall to comply with the Fences Act, or to make any payments in accordance with the Fencing Notice and any agreements.

3. ELECTRICITY AND WATER SUPPLY

The owner shall supply electricity and water at all times during construction. In the event that power and water are not supplied any extra cost incurred including generator hire, cartage, loss of time or additional labour shall be charged to the owners.

4. SITE

- (a) This quotation for fencing is, unless shown herein, based on construction on clear unobstructed areas.
- (b) Unless otherwise provided in this quotation, the owners shall clear all obstructions and provide a clear working area and access.
- (c) If the owners fail to remove obstructions including electrical and telephone cables, gas, water, stormwater and sewerage pipes and any other service facility which is or may be affected by the construction and shall indemnify Jim's Fencing and its agents against any claims or demands made by any person or authority in respect of any damage.
- (d) No allowance has been made for concealed obstructions such as but not limited to rock, wire, pipes, tree roots, broken posts, foundations, thick or reinforced concrete etc. which may be encountered. Any costs incurred in the removal of concealed obstructions including additional labour shall be payable by the owners.
- (e) The owner shall remove or protect all plants, ornaments, pipes, etc. which may be damaged. Jim's Fencing shall exercise all care but accept no responsibility.

PERMITS

Unless otherwise provided in this quotation the owners shall obtain any necessary permits and supply a copy of the permit and conditions to Jim's Fencing.

6. BOUNDARIES

All pegs and boundaries are to be marked by the owners who shall continue to be responsible for the position of the fence and any other claims arising there from.

7. FENCE HEIGHT AND GROUND LEVEL

All heights of fences as shown shall be nominal only and fences shall be constructed from standard production components that shall yield the closest heights under that nominated. The fence height may vary in relation to the undulation of the land along the fence line. All heights will be measured from the ground level to the top of the fence. Gaps may appear under the fence and Jim's Fencing will fill in these gaps at an additional cost.

Unless there be variation in writing of this quotation, all gates shall be constructed square and hang level and hinged to posts with standard hinged to clear existing ground level. Any rake purpose, contour gate will be at an additional cost to you. We make no warranty except those contained in this quotation and no warranty by us to be implied. You may make no claims against us in respect of faulty materials or workmanship unless you have first

- (a) notified us in writing of each such alleged defect in materials and workmanship.
- (b) provided an opportunity for us or our representative to inspect each and every such alleged defect.
- (c) given written notice of all works which you claim to be necessary to rectify the work. The parties hereby agree that in the event of any dispute arising between them in performance of this agreement they shall not proceed in a court of law but shall proceed by the way of arbitration and shall be bound by the decision of the arbitrator.

8. FENCE POSITION

Unless otherwise provided herein the fence shall be constructed with the side the posts are on being at the discretion of the erector. Fencing subject to this quotation will be installed where the existing fence line is unless the contractor is instructed otherwise and agreement to the new position is authorised by all parties approving this quote.

9. SITE CLEAN UP

This quotation includes the removal of any off-cuts, packaging straps, cement bags or other debris after completion unless stated herein. If any part of these Terms and Conditions are found to be contrary to any law of the State of fence erection or the Commonwealth of Australia then only that part of these Terms and Conditions shall fall and the balance of these Terms and Conditions shall remain in force.

10. ROCK HOLES

Rock/concrete/brick holes are from \$50.00 each plus GST depending on difficulty and methods required to perform.

YOUR GUARANTEE

Additional to any statutory requirements all fencing erected under this contract is guaranteed by Jim's Fencing for a period of 12 months against defects in quality of workmanship. Claims must be lodged in writing within seven days of first appearing, to Jim's Fencing in the first instance. Jim's Fencing reserves the right to repair, replace and make good any materials and labour required to fulfill this guarantee. Jim's Fencing warrants no work performed that falls outside of the scope of fencing works.



Jim's Fencing (Nicholls) ABN: 84 477 088 415

PO Box 3323, Weston Creek, ACT 2611

Ph/Fax: 02 6241 8023 M: s47F

Email: s47F @jimsfencing.net

Date: 07/03/2015	QUOTATION: 6WR-104356
Client: KYLE SMALL \$47F JERRABOMBERRA NSW 2619 W.\$47F M: \$47F	Neighbour:

QUOTATION

DESCRIPTION:		TOTAL (EX TAX):
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DEMOLITION & REMOVAL OF OLD FENCE Dimensions = 10.50m (length), Price = 10.50m x \$15.00 (price per meter)		\$157.50 C=50.00%, N=50.00%
CLEARING OF FENCE LINE Dimensions = 10.50m (length), Price = 10.50m x \$8.00 (price per meter)		\$84.00 C=50.00%, N=50.00%
SUPPLY AND INSTALL TREATED PINE SLEEPERS BETWEEN COLORBOND AND GROUND LEVEL Dimensions = 10.50m (length) x 0.15m (height), Price = 10.50m x \$17.00 (price per meter)		\$178.50 C=50.00%, N=50.00%
		-
SKETCH PLAN:	SUB TOTAL (EX TAX):	\$1,312.50
	GST (10%):	\$131.25
	TOTAL (INC TAX):	\$1,443.75
	CLIENTS SHARE:	\$721.88
	NEIGHBOURS SHARE:	\$721.88
	PAYMENT STRICTLY	ON COMPLETION
THIS OUDTATION VALID 20 DAYS FROM ABOVE DATE NAME	ADDRESS AND BUSINESS	

THIS QUOTATION VALID 30 DAYS FROM ABOVE DATE NAME, ADDRESS AND PHONE No. of OWNERS MUST BE SUPPLIED BEFORE WORK WILL BE COMMENCED

No responsibility taken if no survey pegs are provided to indicate true boundary. All Care but No responsibility for damage to underground cables and pipes and damage to garden if not cleared 2' on both sides of fence line. Any blasting to be paid for by owners. Power and Water to be supplied by client - access by easiest means. *No claims unless we are given first opportunity to rectify. Owners acknowledge and agree that timber is a natural product that is susceptible to warping, cracking & over time, even after a very short time. Accordingly the contractor cannot be held responsible for any changes to the condition of the timber, whensoever arising.

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131 546

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PERMITS

Unless otherwise provided in this quotation the owners shall obtain any necessary permits and supply a copy of the permit and conditions to Jim's Fencing.

6. BOUNDARIES

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ROCK HOLES

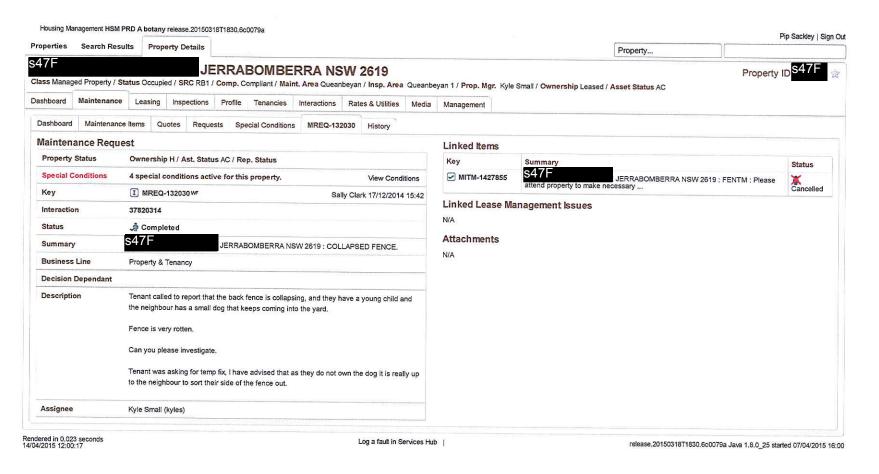
Rock/concrete/brick holes are from \$50.00 each plus GST depending on difficulty and methods required to perform.

YOUR GUARANTEE

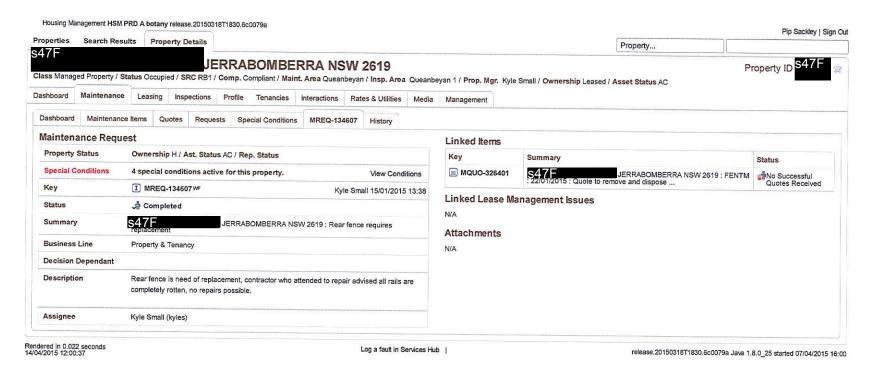
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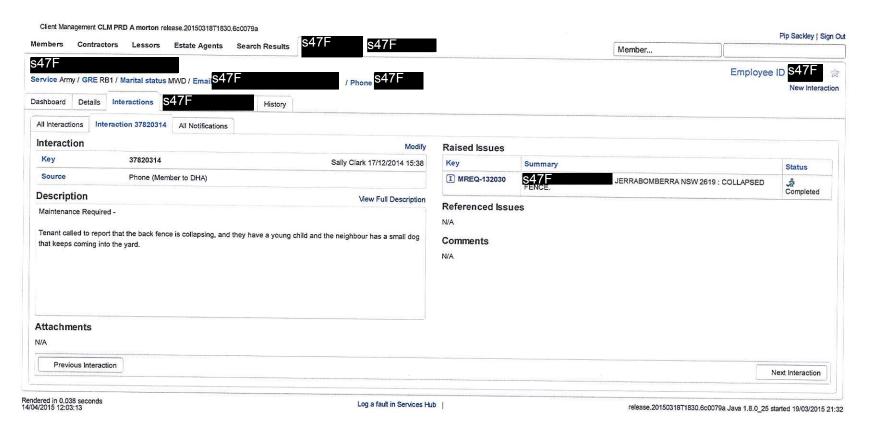
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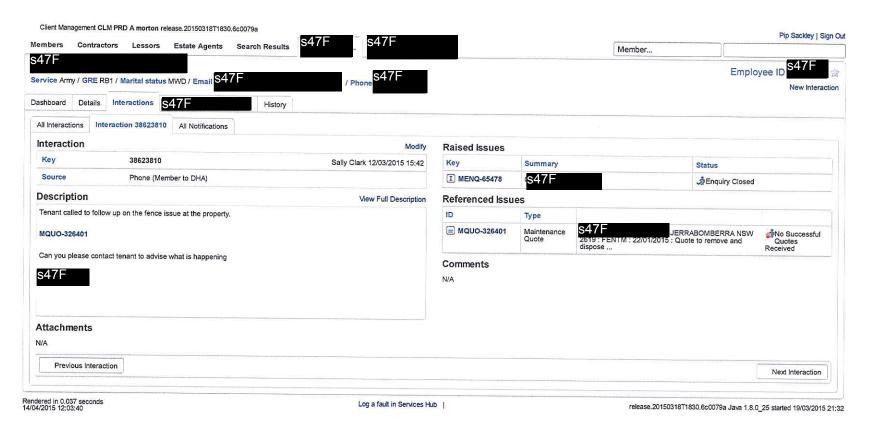


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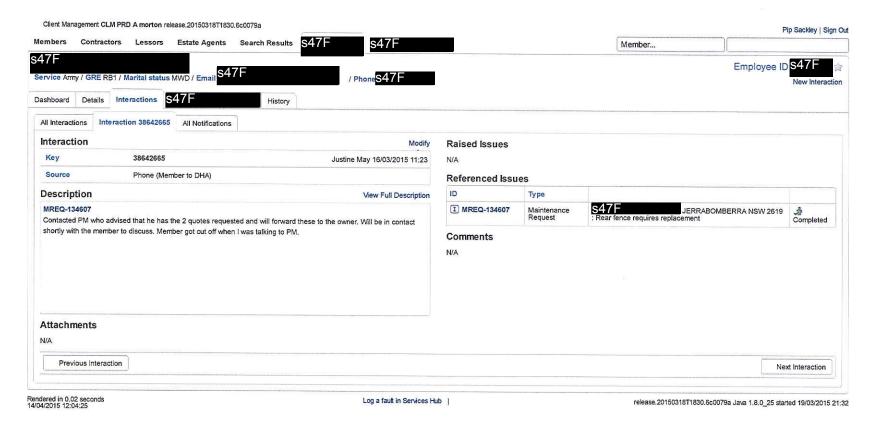


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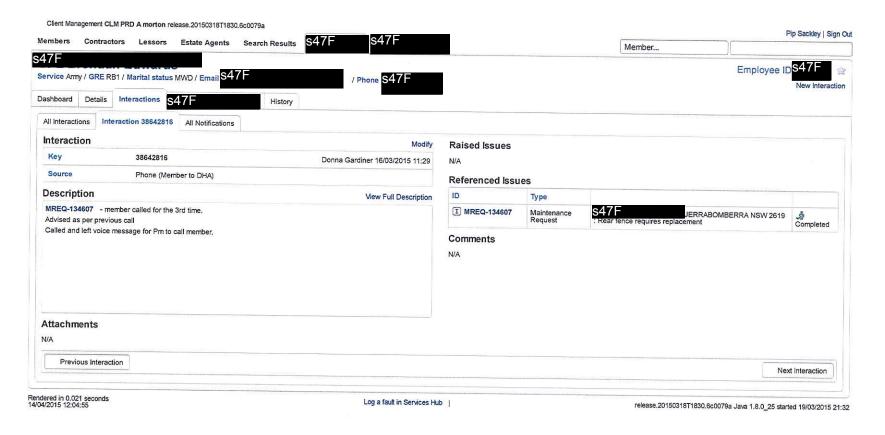








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