

Adelaide Hills Lawn Service Conditions

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the service agreement/ email estimates shall be quoted for separately and shall be invoiced upon completion completed.
2. Additional invoices shall be issued upon completion of the service and payment is due within 14 days from the date of invoice. Overdue accounts shall accrue a late fee of 10% of the total bill. The Contractor reserves the right to suspend services if payments are not made on time.
3. direct debits will be deducted from the nominated account on a Wednesday subject to the payment agreement on either a weekly, fortnightly, monthly or annually basis. If payments decline accounts shall accrue a late fee of 10% of the total bill and payment shall be deducted the following week.

3. Obligations of the Contractor

- 3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- 3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- 3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by agreement, failing which the cost of all missed services shall be deducted from the invoice.
- 3.4. Weather conditions that hinder the contractors work such as rain, hail & extreme heat will be rescheduled for another date as soon as weather permits.

4. Obligations of the Client

- 4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.
- 4.2. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement. Pet waste incurs a \$10 fee per piece, our service is for lawn care not dog waste removal.
- 4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services. Dog or animal's bites will be followed up.
- 4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.
- 4.5. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the estimate – Lawn quotes expire after 5 days due to the dramatic growth that can occur with in short amounts of time, a new quote will be emailed after inspection.

5. Liability

- 5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.
- 5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.
- 5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.
- 5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.
- 5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

6. Whole Agreement

This Garden Care Contract and the email estimate/service list attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Garden Care

Schedule provided such termination or amendment is made in writing and submitted to the other party 14 days prior to taking effect. Failure to give 14 days' notice before next scheduled appointment will incur the final payment deducted on its scheduled date, if an annual payment is made you will receive only 50% of the total amount refunded.

7. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Garden Care Contract without the prior written consent of the other party.

8. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State south Australia and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

Adelaide Hills Lawn Service
ABN: 36428136292

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Garden Care Schedule					Job Description
Lawn Mowing	<input type="checkbox"/> small	<input type="checkbox"/> medium	<input type="checkbox"/> large	<input type="checkbox"/> Other	
Lawn Fertilization					
Rose Pruning Including dead heading	<input type="checkbox"/> small 1 - 5	<input type="checkbox"/> medium 5 - 10	<input type="checkbox"/> large 10 - 20	<input type="checkbox"/> Other 20+	
Common areas Eg: blowing and sweeping	<input type="checkbox"/> small	<input type="checkbox"/> medium	<input type="checkbox"/> large	<input type="checkbox"/> Other	
Slashing Monthly	<input type="checkbox"/> small	<input type="checkbox"/> medium	<input type="checkbox"/> large	<input type="checkbox"/> Other	
Waste removal	<input type="checkbox"/> small	<input type="checkbox"/> medium	<input type="checkbox"/> large	<input type="checkbox"/> Other	
Property checks whilst on holidays					

Service List Agreement