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Turf 2 Trees Horticulture

TURF TO TREES - TERMS OF ENGAGEMENT

We will

- Carry out and complete the works detailed in our formal quotation/estimates in a good workmanlike manner and according to the applicable Australian Standards ("the works").
- Work of this nature is determined by the weather and as such we are unable to control this factor. We will endeavour to complete the works in a timely and professional manner in conjunction with the weather conditions whilst completion of the works occurs in line with the Quotation ("the Quotation").
- Except in cases of necessity or emergency, we shall not be required to undertake outdoor work when heat, cold, rain, snow, wind, humidity or other inclement weather conditions make such work unsafe, a likelihood of damage to property, lawns, or materials. We will determine whether or not the weather conditions are such that our staff will be sent to your property consistent with safety. We will endeavour to recommence works when it is safe and reasonable to do so to ensure that all parties are protected against damage and harm as practically possible.
- Keep you informed of progress throughout the construction through photos, emails and phone calls.
- Provide a complete and all-encompassing quotation for any additional works required or variations to the initial quoted works. This must be signed by you prior to any work commencing.

You will

- If you have chosen to provide materials sourced by you for the work, you are taking on the suitability and liability (including but not limited to quality and purpose) of the chosen materials. If we deem the materials to be unsuitable, we will formally advise in writing prior to any work being started. You are to ensure that any materials provided by you or a third party at your direction are stored securely on-site prior to the commencement of the works.
- Reasonable (as is appropriate/ fair or within good reason) access to the site is required throughout the works with access to parking and safe storage of equipment.
- Any permits or Council approvals must be obtained by you prior to any works commencing. Formal written evidence is to be provided to us by you as a strict requirement of the works being commenced.
- You agree to pay the undisputed portion of our invoices. If there is a dispute on part of the invoice, we will endeavour to seek a resolution with you on such disputed amount, rather than having the full invoice remain outstanding and interest being charged.
- You are responsible advising us of any underground services including (but not limited to) pipes, water, electricity, gas, sewage, tree stumps, rubbish, building debris and the like. We are not responsible for the location of these items, nor for any damage caused in connection with same.

TURF TO TREES - TERMS AND CONDITIONS

Offer and Acceptance

- Only the items referred to in the Quotation's specifications are included. Any additional works are to be carried out at an hourly rate specified by us ("the Contractor"), unless further quotations are submitted and accepted.
- All estimates and quotations have a period of 28 days for acceptance, from the date of the estimate or quotation.
- If an estimate or quotation has been accepted by you in writing, cancellation by you will incur the cost of all expenses incurred, all materials sourced for the job and any allocated man hours within seven (7) days of cancellation.

Contractors obligations

- If circumstances arise beyond our control which may prevent the Contractor completing the works as specified in the Quotation, the Contractor will make all reasonable efforts to minimise this impact on the finished product. You as the Client acknowledge the direct influence weather has on the works and their completion and accept the action the Contractor will take to minimise such affect to the finished product and relevant changes to cost. This will, wherever possible be in consultation with you.
- The Contractor shall be free from any liability (including structural or accidental) when operating machinery. This will exclude accidents from the direct improper and negligent use of our staff.
- Material brought to or removed from the works site or property which is deemed excess to the Contractor's requirements will remain the property of the Contractor who shall have the right to enter the site or property for the removal of same in a reasonable time after the completion of the works.

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The Client's Obligations

- If you specifically request the Contractor leave Materials outside the Contractor's premises for collection or to deliver the Materials to an unattended location, then such materials shall be left at your sole risk and shall be your responsibility to ensure the Materials are insured adequately against such potential loss or damage. If such Materials are lost, damaged, destroyed or stolen then replacement of the Materials shall be at your sole expense.
- If the Contractor discovers underground problems the Client warrants that the Contractor will be entitled to charge the Client for any additional work ("additional work") required and agreement between the parties will be properly executed to complete additional work.
- Upon practical, completion of the works and any additional work by the Contractor ongoing maintenance of the Property or site shall pass to the Client unless otherwise agreed to in writing.

Sub-Contracts

- The Contractor may sub-contract for any part of this Agreement.

Payments

- All deposits are non-refundable.
- Additional works or additional cost due to unknown or uncontrollable difficulties arising from the works are excluded from this estimate/quotation.
- Payment of all sums due under the Contract shall be made within seven (7) days of the date specified within the provided Tax Invoice. In the event of payment being delayed beyond such period then the Contractor reserves the right to charge interest on the sums outstanding at the rate of 10% of the total outstanding moneys per seven (7) days overdue.
- Ownership of the finished product and materials shall remain in the Contractor until payment in full of all monies due under the Contract.
- If payment is not received by the due date, works will cease to continue until received and outlined payment terms & conditions.
- All regular maintenance clients are required to pay any outstanding amounts before their next visit is due. An inability to do so will cancel their next scheduled maintenance visit.
- Maintenance cancellations require 24hr notice and failure to do so will incur our standard work call out fees of 4hrs (base hourly rate \$55.00/hour including GST).
- Where the Contract is for an ongoing service it may be terminated by either party giving, 3 months written notice to be served by email or mail and will deemed to take effect from the date in which the notice was issued, prior to 5pm on such day.

Prices

- Materials will incur a twenty percent (20%) mark-up, or as deemed appropriate on a per project basis. Copies of supplier or material invoices from Turf 2 Trees are private information and will not be given.
- The Client acknowledges there may be differences between the estimate and the final price, and the Client therefore agrees to pay that difference. We will endeavour to provide you with notice of any potential price changes where it is practical to do so.
- All services shall be completed in accordance with the fees specified in the Quotation. Any extra items will be charged at an hourly rate, base labour rate of \$55.00/ hour including GST plus machinery levy where required.

Plants

- The Contractor will not replace plants killed by animals, rodents, insects, mechanical damage, neglect, natural disasters or other reasons over which the Contractor has no control.
- Where the Contractor gives advice or recommendations regarding vegetative material, and such advice or recommendations are not acted upon then the Contractor shall not be liable in any way whatsoever for any damages or losses that occur.

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Lawn/turf surface Installation

- Once seeded, the Contractor has no control over follow-up care unless otherwise stated in the estimate/quotation. The Contractor cannot guarantee the success of the seeding, however, will endeavour to prepare the lawn prior to seeding with professional care and skill to give the lawn or turf best possible start.
- Any repairs carried out on a seeding project will be at the Clients expense.
- The Contractor will not accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by the Contractor.
- An established lawn/turf surface cannot be made in one season and that several seasons of careful cultivation, weeding and feeding are essential. No land is free from weeds and therefore, when the Contractor undertakes to construct a lawn/turf surface it does not accept responsibility for subsequent weed and essential follow-up practices unless otherwise specified.

Defects

- No such claims may be brought after the expiry of seven (7) days from the date of delivery of the Finished product to the Client.
- The Contractor does not warrant any damage, faults, failure or malfunction resulting from normal wear and tear, misuse and factors beyond the contractors control.

General

- Extra charges will apply if you change your mind after the service / works have been completed or change your mind on Products after they have been delivered.
- Excavation, where reasonable inspection of below ground conditions is not possible prior to quotation, the Contractor reserves the right to make fair and reasonable charges for extra costs arising from poor underground conditions, obstructions or objects.

