

PRIME
LAWN AND GARDENS



Terms of Service

Updated: April 2025

OVERVIEW

This website is operated by Prime Lawn & Gardens. Throughout the site, the terms “we”, “us” and “our” refer to Prime Lawn & Gardens. Prime Lawn & Gardens offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or booking in work with us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our webpage is hosted on GoDaddy.com. They provide us with the online platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE WEBPAGE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - PAYMENT

1. Residential Clients

1. Invoices will be sent on the COMPLETION OF THE JOB. Unless stated otherwise on the invoice, payment is also due on the COMPLETION OF THE JOB ("invoice due date"), unless otherwise stated.
2. Payment can be made by electronic funds transfer, or cheque. Prime Lawn & Gardens DOES NOT currently have facilities for credit card payments.
3. If payment is not made by the invoice due date, on the COMPLETION OF THE JOB or as shown on the invoice, any provisional discounts offered will become void and the full invoice price will be immediately payable.
4. If payment remains outstanding for 8 days of the invoice due date, a LATE FEE of \$20.00 + G.S.T. will be charged and added to the invoice. If full payment is not received within 30 days of the invoice due date, all accounts will be passed onto our debt collection agency and any associated cost in recovering overdue accounts will be added to the original invoice. This may impact upon the clients personal credit rating.

2. Commercial & Strata Clients

1. Payment terms will be discussed upon acceptance of the quote, and must be adhered to. Late payments will be treated as stated above in Section 3.1.4.

SECTION 4 - OBLIGATIONS

1. Obligations of Prime Lawn & Gardens

1. We will provide a reliable, high-quality, friendly service at a fair price, and we request payment on the completion of service. For large jobs, we may ask for a deposit in order to cover upfront costing of materials.
2. We will ensure that we carry liability insurance sufficient to cover any damages caused by the conduct of the business, where it is deemed that the damage was made as result of negligent, careless or reckless work performed by an individual under the employment of Prime Lawn & Gardens.
3. We will ensure that any high-risk activities are discussed prior to work commencement. We will not accept responsibility for damage caused by poorly positioned pebble/rock/stone walkways that are situated next to or between turfed areas and/or windows/glass doors, as it is the clients responsibility to ensure a clear and safe environment for contractors to perform a service.

2. Obligations of the Client

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 hours of 7am to 6pm.
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. Prime Lawn & Gardens is not responsible for moving large obstacles (trampolines, swing-sets, cubbies) as they have the potential to cause injury.
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.
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.
5. The Client shall be responsible for the day-to-day care of the garden where such care is not detailed and/or specified.
6. The Client shall notify Prime Lawn & Gardens (prior to work commencing) if they wish for images of work completed at their property to not be used for marketing purposes.

SECTION 5 - SCHEDULING

1. Scheduled Bookings

1. Upon acceptance of quote, regular services will be booked into the schedule on a weekly, fortnightly, four weekly, or quarterly basis (dependent on type of service quoted). Scheduled bookings will commence on next available day - agreed upon upon quotation.
2. Scheduled days affected by issues outside clients control will be notified as soon as possible. These may include weather, illness, or equipment issues related to the service. Prime Lawn & Gardens do not normally schedule work on weekends or holidays, we may have to work on said days if these issues arise.
3. A client may cancel a scheduled booking by providing Prime Lawn & Gardens with no less than twenty-four (24) hours notice prior to the scheduled day for the booking. This allows time to re-fill the allocated time, as well as to re-book the original booking so as to not cause issues surrounding future scheduling.

SECTION 6 - ADDITIONAL FEES & CHARGES

Generally, clients will only be charged for what has been quoted during the initial meeting, or before commencement of work. There are, however, some circumstances in which additional fees and charges may be applied.

- **Late Payments** - As mentioned in Section 3.1.4, late payment charges of \$20 + GST will be added to an invoice, if not paid within 8 days of the invoice due date. Clients will be reminded of this 24 hours before a charge is added.
- **Late Cancellations** - In line with Section 5.1.3, a client will be charged a fee of 25% of the intended invoice if a scheduled booking is not cancelled at least twenty-four (24) hours prior to the day a service is booked to occur. Prime Lawn & Gardens reserves the right to review circumstances surrounding late cancellations, and whether or not to apply a fee. We also reserve the right to review the following service and provide a new quote, depending upon the time delayed on re-scheduling said booking.
- **Biohazard Clean-up Fees** - As stated in the Client Obligations under Section 4.2.2, clients are responsible for the removal of pet waste prior to a scheduled booking. A cleaning fee of \$20 + GST per item of equipment/clothing affected will be charged in addition to the invoice, to allow for time spent and product used when disinfecting said equipment/clothing.
- **Obstruction Fees** - Prime Lawn & Gardens reserves the right to charge an obstruction fee of maximum \$50 + GST when work cannot be completed due to circumstances/obstructions outside of our control. Obstructions may include locked gates/doors and general lack of access to property at agreed times. Obstruction fees will also be charged for clean-up of toys, furniture and rubbish where they inhibit an act of service from occurring (Section 4.2.2).



**Questions?
Contact us.**

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