

# TERMS AND CONDITIONS OF CENTRAL COAST KERB APPEAL'S LAWNS AND GARDEN SERVICES

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\*This may be subject to change without notice, please check back frequently on our website as the new conditions will apply from the date they are updated. If you do not agree with any of the following,

then please discuss with us your concerns before commencing with any of our services as this stands as soon as you accept our services.

By “We”, “Us”, “Gardener” or “Our”, it is referring to the owners and operators including any subcontractors that work under Central Coast Kerb Appeal (CCKA) and is providing the service to the client, but excludes subcontractors operating under their own company or as sole trader. By “you” or “client”, it is referring to the party that is receiving the services provided by Central Coast Kerb Appeal.

This is not a lock-in contract but we do require a 48 hour written notice for any cancellations i.e. No longer wishing to receive any services from CCKA ongoing. This is different from rescheduling. Please refer to the *rescheduling and cancellations policy* in section 8

## 1.0 Quoting

So that the gardener and the client are all on the same page, CCKA has a three-step process in terms of quoting.

1. The first step includes an initial free visit to the location where preferably the client is present. If not, a detailed explanation of what the job comprises needs to be sent through prior to the visit and ideally if annotated pictures can be sent. The gardener will take pictures of the job in the state that he has seen it in for future reference and for marking out what needs to be done if necessary. If there are further questions, the gardener will discuss this with the client before leaving.
2. From what the gardener has understood, they will write up a detailed quote with attached images and markings where necessary e.g. How low to bring hedges down to for hedge reductions. This will be sent to the client and the client will respond as to whether what the client wants is correctly understood. If not, the quote will be amended, and the prior is made void. If the client accepts the quote, it will have an expiry date for when the job must be completed before extra growth occurs. If the client reaches out after the expiry date, a new quote will need to be written up and if this requires the gardener to drive out to the property again, there will be a minimum call out fee of \$60 (exc GST) per visit. If the client or CCKA wishes to terminate the job for any reason, please read the *Cancellation Policy* for further details.
3. Prior to the ordering of materials or day of the job, the gardener will run through the course of action again with the client just to be sure they are still on the same page. By this stage, we have already done our best to understand the client’s wants, having double checked it at the quote sending stage. Thus, if there are any differences to what the gardener understands when they are about to commence in work, if possible to continue, the gardener will do his best to cater to the changes, however, the original quote will need to be amended and the additional labour and material cost plus the 10% organisational surcharge and any other fees included will be altered for the final invoice. If the client is unable to pay above what the initial quoted amount was, then the job will not commence but the deposit is non-refundable. Otherwise, the client can choose to continue with the original plan in the quote.

## 2.0 Tip Fees

General green waste such as leaf litter and hedge trimmings will be charged at a flat rate of \$80 per trailer load (exc GST).

Larger and heavier materials e.g. Trailer load of grass clippings, larger branches and small tree trunks, soil and mixed green waste) will be charged at \$80 per trailer load (exc GST) for removal of green waste, plus the addition of the price of tipping which differ per tonne depending on the material. This may be subject to change anytime by the tip of which we will discuss with you before going ahead. You may also call up the tip directly to find out.

## 3.0 Supplier Costs, Equipment Hire and Subcontractor costs

For some jobs, CCKA's quote will include costs from other companies. CCKA is not responsible for changes in their prices and will not always be updated with these changes. This part of the quote is variable until our invoice is sent out.

Generally, when CCKA's quotes include fees from other companies, this amount is payable to us one week prior to the commencement of the job to allow for sufficient notice for the delivery or booking of the materials and equipment. Once the quote is accepted, CCKA will double check before sending out the invoice for the materials and equipment hire cost which will be the final fixed initial amount. Please accept the quote and pay the initial invoice as soon as possible to prevent changes in these prices. Please refer to the *Payments Section* for information regarding invoice expiry.

Subcontractor costs such as excavation companies will directly invoice you and CCKA will not be liable for any changes in quotes or invoices from their end.

## 4.0 Payments

As outlined above in the *Services Section* those services that require materials may require an initial upfront payment which acts as a deposit. This deposit will need to be paid prior to the ordering of materials and is non-refundable if the client wishes to cancel the job after this stage. The remainder of the sum will be invoiced at the end of the job to finalise any variable costs that would have been stated in the quote and agreed to e.g. Tip trips and fees.

We prefer payment through direct bank transfer but will also accept bank cheques or cash if the client is not able to perform an online transfer. The amount will remain the same regardless of the payment method.

CCKA will not accept any other forms of payment.

CCKA sends out invoices via email to keep track of all communications.

We have a **fourteen-day grace-period** to allow clients to pay at their next convenient time. We greatly appreciate clients who respect and show appreciation for our work by paying promptly, however, if there is a slip of mind, we will send out two friendly reminders via an automated email after then (there won't be any for customers who choose to only communicate via text). If by the 14th day the invoice is still not paid, there would be a late payment sum added on which differs according to the original invoice price and a new invoice including that sum would be sent out (please see table below).

Initial Invoice	Late Payment Sum after 14 days	Late Payment Sum after 30 days
Up to \$60	\$5	\$10
\$61-\$80	\$7.50	\$15
\$81-\$100	\$10	\$20
\$101-\$125	\$12.50	\$25
\$126-\$150	\$15	\$30
\$151-\$200	\$17.50	\$35
\$201-\$300	\$25	\$50
Above \$300	10% of initial invoice	20% of initial invoice

\*Prices exc GST

While we do not wish to have to reach this stage, if by the 30<sup>th</sup> day we either cannot get in contact with the client or the client continues to delay the payment after several reminders, we will need to seek legal action for debt recovery and reasonable attorney fees can be expected on top of the invoice with accumulated interest.

## 5.0 Warranties and Disclaimers

CCKA strives to complete all jobs to the highest standard, however, if the client finds our job to not be satisfactory, this may be raised within 24hrs time with a photo reference sent to our email address or texted to us. We will then inspect the photo and if we deem this to be a plausible issue, we will return to fix it at our next most convenient time when we are in your area.

Please understand that since our work is conducted out in the open, there may be uncontrollable factors that could influence the outcome of the job and may be out of the gardener's control once he leaves the job e.g. Wind blowing leaves onto the serviced area after the gardener has left. Please allow for these natural events as this is an example of a reason where our gardener is not at fault and will not be coming out to fix.

For physical materials such as irrigation pipes etc., we will carry on the length of time for which the warranty of the product lasts for and can communicate on your behalf to the supplier if the product is faulty, but whether it can be replaced is not determined by us. For what the warranty covers, please refer to the product brand's own warranty policy.

If the materials are found to need replacement and evidence is provided within 30 days of the installation date, and are not due to natural wear such as destroyed by a pet or accidentally punctured, CCKA will replace it at no extra labour cost. However, for any fixes after the 30<sup>th</sup> day, the client will have to accept the hourly rate labour cost and potentially other materials for fixing and 10% organisational surcharge to be invoiced for the replacement of the parts.

CCKA is not affiliated with any supplier and does not receive any commission for any of the products we use or recommend. We have only found these products to be the best in the field through our own experience.

CCKA reserves the right to reproduce or share content of the work done to your property for our portfolio, and these images may be posted up on our website, on google, or on social media. If you do not consent, this is an opt-out system, so please contact us.

When we install any living organism (i.e. Turf and plants) please be aware that there is no warranty and guarantee on whether the turf or plants survive. This is because, although we take great care to

start the plants and turf off well with the required soil, nutrients and watering, it is still a living organism and in the unlikely event it fails to survive, it could be due to many environmental and genetic reasons out of our gardener's control. Once turf or plants are installed, we will provide you with the basic instructions for nurturing it in its first few weeks before it is properly established. Beyond this, if we see that the plant and turf is still not doing well, we can recommend products to apply, however, this will be at an extra cost including the labour required.

We have taken proper care and precautions to ensure that the information we provide on our website ([www.kerbappeal.au](http://www.kerbappeal.au)) is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this website or on any linked site.

You acknowledge and accept that the website information is subject to change at any time and may not necessarily be up to date or accurate at the time you view it.

You should enquire with us directly to ensure the accuracy and currency of the material you seek to rely upon.

The information contained on this website should not take the place of professional advice.

## 6.0 Arrival Time Windows

While we pride ourselves in giving accurate notice of our arrival dates and times, some jobs take longer than expected which can push the following jobs later or onto a different date.

We thank you for your understanding and flexibility.

For larger one-off jobs, we plan them ahead of time and can more accurately give you notice weeks ahead, however, please also be aware that the date or ETA may change within 24 hrs. If our gardener must postpone the job, we will contact you to reschedule for the next available time.

## 7.0 Rescheduling and Cancellations Policy

### 7.1 Rescheduling

We are aware that due to certain reasons a client may wish for us to reschedule them.

For **irregular jobs** where the gardener has notified the client well ahead of time of the date, please alert us **48 hours before 8 am of the day** the job was booked in for.

You can notify us within our business hours via calling, however, please text or email us outside of our business hours. We will acknowledge once it is received.

If you contact us within this time, that may mean that the gardener would not have enough time to replace your job with someone else's and would lose a job on that day or may already be on his way to your job. For this reason, we will charge out the minimum call out fee of \$60 (exc GST). This will not contribute towards your final invoice.

Our gardeners do their best to allow for sufficient time for each client's jobs within a day, but some days do not go as planned. If our gardeners initiate the rescheduling, no fees will be charged.

Our gardeners are experienced in working in many environments, especially consecutive rainy days. Although we also wish to work in dry weather, if there are barely breaks in the rain for our jobs, our gardeners may have no choice but to do their best to service your property in that condition, and how doable it is will be determined by the gardener.

If it is the gardener's decision to avoid servicing your property in wet weather, we will continue your next service at the same quoted price unless it has been so far pushed back that it is not practical to service it at the quoted price of which we will discuss this with you before going ahead. If the client initiates the rescheduling due to wet weather or other reasons, if by the next service the growth has exceeded the initial quoted height as determined by the gardener, then it will need to be requoted for that service. Please refer to our *Quoting Section*.

If the client contacts us within these respective times and would like to reschedule for reasons out of their control such as health and family tragedies, natural disasters etc., if we deem it to be a sincere and significant enough reason, you may provide us with proof, and upon consideration, we may cancel the bill.

Similarly, CCKA reserves the right to cancel any services in the event of any unpredictable events which may include but are not limited to car accidents, traffic blocks, health and family emergencies.

## 7.2 Cancellations

After our quoting process, if the final quote has been accepted, it is now an agreement, and the job will be booked in to commence.

If it is a job that requires an initial deposit payment, we will contact you and invoice you before the job date to allow for the delivery of materials. Deposits are non-refundable if the client wishes to cancel the job after the deposit has been paid. However, if the deposit has not been paid and the client wishes to cancel and **notifies CCKA via calls within business hours, a written email or text anytime before 48 hrs from 8am of the day of the job**, the deposit will not have to be paid, and the agreement is terminated. For example, if the job is due to be completed on the day of the 10<sup>th</sup> of June, the latest notice for cancellation would have to be called in, emailed or texted to us before 8am on the 8<sup>th</sup> of June.

Similarly, if CCKA realises after the quote has been sent out and accepted that we are unable for whatever reason to complete the job for the client or at the quoted amount, and has not yet received payment for any deposits, **CCKA also reserves the right to terminate any job by emailing or texting anytime before 48hrs from 8am of the day of the job.**

You can notify us within our business hours via calling, however, please text or email us outside of our business hours. We will acknowledge it from the time we have received it.

If the client wishes to **cancel a job within 48hrs** from 8am of the booked date of the job, then **50% of the full quoted amount will need to be paid**. Please note that cancellations are different from rescheduling. Please read the *Rescheduling* Section for more information.

If the client contacts us within 48hrs and would like to cancel for reasons out of their control such as health and family tragedies, natural disasters etc., if we deem it to be a sincere and significant enough reason, you may provide us with proof, and upon consideration, we may cancel the bill.

Similarly, CCKA reserves the right to cancel any services in the event of any unpredictable events which may include but are not limited to car accidents, traffic blocks, health and family emergencies. vice versa.

## 8.0 Insurance, Breakages and Loss Policy

CCKA is an insured company with Public and Products Liability Insurance.

Whilst our gardeners are detailed and careful, if you suspect that we have accidentally caused damage on your property, please send a photo to us within 24hrs of when our gardener left your property. We will examine the photo and communicate with the gardener to confirm that we were at fault.

If we find the evidence is enough to point to our gardener's fault, then we will fix or replace items up to the sum CCKA is insured for under our Public Liability's Insurance, subject to its Terms and Conditions. If our gardener has no recollection of such happenings and can provide a plausible reason e.g. Not been in the area of breakage, we will follow the *Complaint Resolution* procedures.

We will not be liable for causing damage to any underground property e.g. Pipes, as this is the client's responsibility to contact underground locating services to locate and mark out where pipes may be before we commence our work. Please refer to the *Services Requiring Digging Underground Section*.

If the photo and concern was sent after 24hrs since the gardener has left your property, we will no longer be liable for it as many things could have happened since then and it is more difficult to verify it was of our gardener's doing.

Our gardeners will also not receive anything from the client that is not a gift or payment e.g. Keys. Our gardeners are honest and integrous people and will not remove any equipment that is not ours from your property apart from that which has been communicated.

## 9.0 Inconveniences

### 9.1 Biohazards and Objects

Biohazards refer to human or animal urine, faeces, medical syringes, mucous, vomit or blood. These biological hazards and blood-borne pathogens pose danger to humans; therefore, we ask our clients to remove them before we arrive, otherwise our gardeners will do their best to work around them.

Please be aware that our gardeners are not responsible for cleaning or picking up objects from the service site, and if the gardener feels unsafe, we have the right to cancel the service and the client will still be invoiced the full amount.

If the gardener has to stop for any reason to pick up any objects or wait for the client to pick up the objects once the gardener has arrived (e.g. Toys or dog faeces) in order to complete their job, \$30 (exc GST) will immediately be added to the serviced amount without further notice, otherwise, the gardener will work around it and a request for returning to complete the avoided section will not be valid for this reason.

### 9.2 Pets and Gates

Animals may not like us bringing machinery onto their domain. Please keep in mind the day our gardener is due to arrive and keep your pets indoors or leashed up so our gardener can peacefully commence his job.

Our gardeners may need to walk in and out of the backyard and may not always remember to lock the gate throughout the service, therefore, if you choose to keep your pet roaming free, we will not be liable for pets that escape during our service.

Many owners like to bargain that their pet won't hurt a fly, even so, if our gardener feels unsafe to service your property and you are not there to leash up your dog, they will leave immediately, and the minimum fee will be charged at \$60 (exc GST). If the gardener has begun the job in a different section and chooses to leave the section the pet is in, the full servicing fee will still be invoiced. If our gardener has to pause and wait for you to leash up your dog, then \$30 (exc GST) will be charged for our inconvenience. To avoid this, please keep your pets leashed or indoors before we arrive.

If your backyard is barred off by a lockable gate and you are happy for our gardeners to service your property when you are not around, please place the key in a safe area as our gardeners will not accept the responsibility of carrying around our client's keys. Therefore, a key lockbox is recommended. If you choose to use this method, our gardeners will keep it confidential and use it respectfully, but please be aware we are not liable for missing keys. If the client does not provide the method of unlocking the barred area and our gardener cannot access it but has completed the other areas of the property, the full amount will still be invoiced. If all the service areas are within the barred area, then the gardener will leave and the minimum fee of \$60 (exc GST) will be invoiced.

### 9.3 Excess Leaf Litter

Particularly in regard to our regular customers, some properties are overshadowed by trees that drop excessive amounts of leaves especially during Autumn. This will take our gardener longer to clean up and blow away to leave your property in the same state as the other times of the year; to do so, this will incur an extra amount of \$30 (exc GST) without further notice or permission from the client. Most times our gardener will be able to predict by looking at the surrounding trees when quoting your property, but it is also easy to miss when it is not Autumn. Please be aware that the \$30 (exc GST) will apply regardless of whether it was mentioned in the quote.

### 9.4 Conversations

We are friendly people and love a good chat, however, our gardeners work on a tight schedule and in order to service all the properties we plan to in a day, this means our gardeners may have to politely end your conversation and ask you to contact us through written methods. Thankyou for your understanding. If you wish to discuss details of future jobs, please do so over the phone, but we prefer you to do so through written means (i.e. emailing or texting) so that we can go over what you wish to discuss in more detail at a later convenient time.

If we service your property on an hourly rate basis and you wish to chat to the gardener whilst on your property, please be aware that this will also be counted as labour time and will be included in your final invoice. If you wish to discuss details of the current fixed-quote job that, generally speaking, lasts longer than 5 minutes, an additional \$30 (exc GST) will be added on to the final invoice.



## 9.5 Safety

Our gardener's and client's safety are our top concern. As much as CCKA strives to be able to service your entire property and any gardening needs, we do realise we have a limit due to our equipment and expertise before jobs can become unsafe. For example, we are not arborists and cannot chainsaw off large and high tree branches. Our gardeners know their capabilities and limitations and if they feel that it is out of their ability, please source another company to complete that part of the job. This is for the safety of you and our gardeners.

If the servicing site requires the removal of such branches or trees, snakes or plover birds that pose a threat to our gardeners when servicing your property, it becomes a safety concern, and the site will be considered unsafe. If the client does not deal with the safety hazard immediately within the quote's expiry date or the next service date, then our quote will not stand and the next service will require a re-quote, this goes for regular maintenance jobs also if the growth is over its maintainable height determined by our gardener.

## 9.6 Parking Accessibility

Our gardeners require a close parking place to your property i.e. Within four metres of the property's boundary, so please allow for that where possible. If parking is a challenge here are the options below

- a. If our gardeners have no choice but to use paid parking, we will ask for your agreement if we can reach you. If we cannot reach you, we will commence the job and add the paid parking on. If we reach you and you do not agree and wish to reschedule, our minimum fee of \$60 (exc GST) will be charged. If you wish to cancel the job, the full amount will be charged for late cancellation. Please refer to the *Rescheduling and Cancellation policy*.
- b. If there is no alternate paid parking, our gardener reserves the right to reschedule within 24hrs and our minimum fee of \$60 (exc GST) will be charged.
- c. If you wish to vacate your car's current parking for our gardeners after they have arrived, \$30 (exc GST) will be added onto your invoice for the wait.

## 10.0 Services Requiring Digging Underground

For services that require digging underground, e.g. Turfing, aerating, planting etc., the client is responsible for marking out and making any pipes or irrigation known to the gardener prior to the commencement of the job and we suggest using a neon coloured spray paint. If it is clearly marked out and the gardener accidentally hits it, we will cover the cost of fixing. However, if the gardener is not made aware of the markings or there are no markings, and the gardener hits it and causes damage, we are not liable for the cost of fixing the damage.

If you are unsure of where your pipes run underground, please contact underground locating services for help.

## 11.0 Public Holidays and Weekends

We take public holidays and weekends off, however, if our schedule is too full, we may choose to work on one of those days. If a client requests that their service is placed on a public holiday or a weekend and the gardener agrees, then the client needs to be aware that there is a 1.5x surcharge in addition

to the quoted amount. If instead the gardener chooses themselves to place the client on a public holiday or weekend, then no surcharge will be added.

## 12.0 Minimum Call Out Fee

Our minimum call out fee is \$60 (exc GST) and applies when:

- a. Our initial quote has expired and our gardeners are required to make another trip to the property for subsequent quotes.
- b. If our gardener has arrived to service the property and cannot do so because of barred access, unsafe conditions, unrestricted pets, unavailable parking or for reasons mentioned in other sections of this document.
- c. The client wishes to reschedule or cancel but fails to alert us prior to the respective times written in the *rescheduling and cancellations policy*.

It is the client's responsibility to take measures to avoid these situations from arising and these are not negotiable.

## 13.0 10% Organisational Surcharge

For any materials or other subcontracted services that we require to be involved in certain jobs, this will incur a 10% organisational surcharge on top of the materials and delivery or subcontracted service cost. This will cover the cost of time for liaising and booking in the job with the wholesalers and subcontractors to ensure that the job is as seamless as possible and is completed to the highest standard.

## 14.0 Complaint Resolution

We treat every one of our clients with utmost importance and strive to do our best job in every service. We also strive to build healthy Gardener-Client relationships. We understand that not everyone sees eye-to-eye and if a complaint arises, we will follow these steps to resolve it as smoothly and happily for both parties.

1. If the client has a complaint, they may bring it to our awareness by emailing or texting us with supporting photos.
2. Our team will look through the complaint and discuss a resolution moving forwards.
  - 3a. We will contact the client and communicate our resolution, and if it meets the client's expectation, the matter will be settled.
  - 3b. If the client is still not satisfied with the resolution the CCKA team has come up with, the client may make a few suggestions.
4. The team will discuss through the suggestions provided by the client and if they are deemed to be achievable, the matter will be resolved accordingly.
5. If not, the above procedures will repeat until both parties are satisfied.

## 15.0 Bullying, Abuse or Blackmailing

CCKA has **zero tolerance** for any form of bullying, abuse or blackmailing. CCKA treats all clients with respect and we expect this to be reciprocated. If our gardeners feel they are experiencing any form of

bullying, abuse or blackmailing physically, emotionally or verbally, we reserve the right to immediately stop servicing your property and notice will not be given if the abuse is experienced on the job. If the bullying, abuse or blackmailing is serious enough, we will seek legal action and reasonable attorney fees can be expected by the client.

## 16.0 Fuel Prices

Due to the ever-changing fuel prices and increases in other material and equipment costs, if we deem the increase in these prices to be negatively influencing the profitability of our work, we may need to requote our jobs at any time. However, this is subject to the client's acceptance once again before our future jobs commence.