

Effective Date: August 2026

Welcome to **Kal Landscapes**. These Terms of Service ("Terms") govern your use of our website and the landscaping, gardening, maintenance, design, construction, and related services we provide.

By accessing our website, requesting a quote, booking our services, or engaging **Kal Landscapes**, you agree to be bound by these Terms.

1. About Our Services

Kal Landscapes provides landscaping and related outdoor services, which may include:

- Landscape design and planning
- Garden and lawn maintenance
- Lawn mowing and edging
- Pruning and hedge trimming
- Planting and garden installation
- Irrigation installation and maintenance
- Garden clean-ups
- Landscaping construction
- Paving, retaining walls, and related works
- Mulching, soil preparation, and planting
- Other services agreed upon with the customer

The exact scope of work will be specified in your quotation, proposal, work order, or other written agreement.

2. Quotes and Estimates

Quotes provided by **Kal Landscapes** are based on the information available to us at the time of preparing the quote.

Unless otherwise stated:

- Quotes are valid for the period specified in the quote.
- A quote may need to be revised if the scope of work changes.
- Additional work or materials requested by the customer may incur additional charges.
- Unexpected site conditions, including difficult access, concealed structures, unsuitable soil, drainage issues, underground services, or other conditions that could not reasonably have been identified before work commenced, may result in additional costs.
- Any significant changes to the scope or price will be communicated to the customer where reasonably practicable.

A quote does not constitute acceptance of an order until **Kal Landscapes** confirms the booking or otherwise agrees to commence the work.

3. Bookings and Scheduling

Service dates and estimated completion dates are subject to availability, weather, site conditions, material availability, and other circumstances outside our reasonable control.

We will make reasonable efforts to attend and complete work as scheduled. However, we are not responsible for delays caused by severe weather, emergencies, supplier delays, access issues, government restrictions, or other circumstances beyond our reasonable control.

4. Customer Responsibilities

Before work begins, the customer must:

- Provide reasonable access to the property and work areas.
- Ensure that the work area is reasonably safe and accessible.
- Remove or secure personal belongings, furniture, vehicles, pets, and other items that may interfere with the work.
- Inform us of any known hazards, underground services, irrigation systems, electrical systems, drainage systems, or other relevant site conditions.
- Obtain any approvals or permissions that are the customer's responsibility, unless otherwise agreed in writing.

The customer is responsible for ensuring that **Kal Landscapes** has accurate information about the property and proposed work area.

5. Underground Services and Site Conditions

Landscaping work may involve excavation, digging, drilling, planting, or other activities that can encounter underground services or structures.

The customer must disclose any known underground utilities, pipes, cables, irrigation systems, drainage systems, septic systems, or other concealed infrastructure.

Where required, appropriate service-location procedures should be undertaken before excavation.

Kal Landscapes will take reasonable care when carrying out work, but cannot accept responsibility for damage to concealed infrastructure that was not reasonably identifiable or disclosed to us, subject to any rights and obligations that cannot legally be excluded.

6. Plants, Materials and Natural Products

Plants and other natural materials are living or variable products and may differ in appearance, size, colour, texture, and availability.

Where a particular plant, material, product, or brand is unavailable, [Company Name] may propose a suitable alternative. Any material substitution that materially affects the agreed scope or price will be discussed with the customer where reasonably practicable.

Plant survival can be affected by factors outside our control, including weather, soil conditions, pests, disease, watering, drainage, maintenance, animals, and customer care.

Unless expressly covered by a written warranty, **Kal Landscapes** does not guarantee the survival or growth of plants after installation.

7. Weather and Natural Conditions

Landscaping work is affected by weather and environmental conditions. We may postpone, suspend, or reschedule work where conditions make it unsafe or impractical to proceed.

Examples include heavy rain, storms, flooding, extreme heat, strong winds, waterlogged soil, bushfire conditions, or other hazardous conditions.

Where weather or environmental conditions affect the project, completion dates may be extended accordingly.

8. Changes to the Scope of Work

Any request by the customer to add, remove, or change work may constitute a variation to the original agreement.

Additional work may be charged at our applicable rates or quoted separately.

Where reasonably practicable, we will obtain the customer's approval before carrying out chargeable additional work.

9. Payment

Payment terms will be set out in the relevant quotation, invoice, or agreement.

Unless otherwise agreed:

- Invoices must be paid by the due date stated on the invoice.
- Deposits or progress payments may be required for certain projects.
- The customer remains responsible for payment for work and materials properly supplied in accordance with the agreed scope.
- Late payments may result in suspension of further work and, where permitted by law, recovery costs or interest.

Any applicable taxes, including GST, will be charged as required by law.

10. Cancellation and Rescheduling

Customers may request cancellation or rescheduling of a booking by contacting **Kal Landscapes** as soon as reasonably possible.

Cancellation or rescheduling fees may apply where:

- Significant preparation or procurement has already occurred;
- Materials have been ordered specifically for the project;
- Labour or equipment has been allocated to the booking; or
- The cancellation occurs with insufficient notice.

Any applicable cancellation terms will be specified in the customer's quotation or agreement.

11. Property and Existing Conditions

We will take reasonable care of the customer's property when performing services.

However, landscaping work may involve activities that can affect existing surfaces, lawns, gardens, structures, fencing, paving, driveways, or other property.

The customer acknowledges that existing structures and surfaces may have pre-existing damage, deterioration, instability, or other conditions that may become apparent during the work.

We will notify the customer of significant issues that become apparent during the work where reasonably practicable.

12. Workmanship and Defects

We aim to provide services to a professional standard.

If you believe there is a defect or issue with our workmanship, please notify us as soon as reasonably possible and provide reasonable details of the issue.

Where required by applicable law, we will provide remedies for defective services or products.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, warranty, or other right that cannot legally be excluded or limited.

13. Warranties and Guarantees

Any specific warranty or guarantee offered by **Kal Landscapes** will be stated in writing and will be subject to its applicable conditions.

Manufacturer warranties for products or equipment may apply separately.

Natural products, plants, lawns, soil, mulch, and other living or environmental materials may be subject to conditions beyond our control and are not guaranteed unless expressly stated in writing.

14. Website Use

Our website is provided for general information about **Kal Landscapes** and our services.

While we endeavour to keep the information on our website accurate and up to date, we do not guarantee that all information is complete, current, or error-free.

You must not:

- Use the website for unlawful purposes;
- Attempt to gain unauthorised access to our website or systems;
- Interfere with the operation or security of the website;
- Copy or reproduce website content without permission; or
- Use our website to transmit malicious software or harmful material.

15. Intellectual Property

Unless otherwise stated, all content on this website, including text, photographs, graphics, logos, designs, branding, and other materials, is owned by or licensed to **Kal Landscapes**.

You may view and use the website for personal, non-commercial purposes. You must not reproduce, modify, distribute, publish, or commercially exploit our website content without our prior written permission.

16. Photography and Project Images

Where permitted by the customer and applicable law, **Kal Landscapes** may photograph completed landscaping work for portfolio, marketing, website, and social media purposes.

If you do not want photographs of your property or completed project to be used for promotional purposes, please notify us in writing.

17. Limitation of Liability

To the maximum extent permitted by law, **Kal Landscapes** will not be liable for loss or damage arising from circumstances outside our reasonable control.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited under applicable law.

Where permitted by law, our liability in relation to services will be limited to the remedies available under applicable consumer protection laws and any agreed contractual limitations.

18. Indemnity

To the extent permitted by law, the customer agrees to indemnify **Kal Landscapes** against reasonable losses, claims, costs, or expenses arising from the customer's breach of these Terms, inaccurate information supplied by the customer, or failure to disclose known site hazards or conditions.

This clause does not apply to the extent that the relevant loss was caused by **Kal Landscapes'** negligence, breach of contract, unlawful conduct, or other circumstances for which liability cannot legally be excluded.

19. Privacy

We may collect and use personal information provided through our website, quotation requests, bookings, and communications in accordance with our Privacy Policy.

Our Privacy Policy explains what information we collect, how we use it, and how we handle personal information.

20. Third-Party Services and Links

Our website may contain links to third-party websites or services.

We are not responsible for the content, availability, security, or privacy practices of third-party websites.

Your use of third-party services may be subject to separate terms and conditions.

21. Force Majeure

We will not be responsible for failure or delay in performing our obligations where the failure or delay results from circumstances beyond our reasonable control.

This may include extreme weather, natural disasters, fire, flood, government restrictions, industrial disputes, supply shortages, equipment failure, accidents, emergencies, or other unforeseen circumstances.

22. Disputes

If you have a concern about our services, please contact us first so that we can attempt to resolve the issue promptly and fairly.

If a dispute cannot be resolved directly, either party may pursue any rights or remedies available under applicable law.

23. Governing Law

These Terms are governed by the laws applicable in **New South Wales, Australia**.

You agree that courts with appropriate jurisdiction in **New South Wales, Australia** may have jurisdiction over disputes arising from these Terms, subject to any mandatory consumer protection laws.

24. Changes to These Terms

We may update these Terms from time to time.

The updated version will be posted on this website with a revised effective date. Your continued use of the website after the updated Terms are published constitutes acceptance of the updated Terms, to the extent permitted by law.

25. Contact Us

If you have questions about these Terms or our services, please contact us:

Kal Landscapes

ABN/ACN: 47 281 730 488

Email: kal.landscapes@gmail.com

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