

1. ESTIMATE

1. Fairy Yardmother shall give the Client an Estimate specifying the Goods and Services required in order to fulfil the Client's instructions. Unless stated otherwise, the hourly rate is per hour per person.
2. Information provided in this Estimate is only applicable to the items and areas examined in the Estimate and reflects the condition of those items and areas at the time of inspection. Changes to items, work areas, the condition or surrounding infrastructure may invalidate this Estimate. The inspection is limited to visual examination without dissection, excavation or probing of on-site components, which are easily accessible.
3. In the event the Client requires Fairy Yardmother or their sub-contractors to return to the site for an additional or amended Estimate then a call-out charge of \$60 (including GST) for such further or amended Estimate may be incurred.

1.2 Estimate Expiry

1. In the event that the Client wishes to proceed with works outside the validity period of the Estimate then additional charges equal to at least 5% of the proposal amount may be applied in addition to the original amount stipulated in the Estimate unless Fairy Yardmother needs to return to the site in which case 1.3 (3) below, will apply.

1.3 Acceptance by the Client

Where Fairy Yardmother has given the Client a quote:

1. Estimates are valid for seven (7) days only unless an extension has been authorised by Fairy Yardmother.
2. Fairy Yardmother will not commence the Services until the Estimate has been accepted by the Client.
3. The Client shall accept the Estimate by written confirmation either by email or by using Fairy Yardmothers online system accompanied by an Estimate number (if applicable).
4. The Client warrants that it has not relied on any representation by Fairy Yardmother other than as supplied in writing in the Estimate.

1.4 Estimate Variations

1. Fairy Yardmother may amend the Estimate, if not accepted within 7 days from the date of the provision of the Estimate, to take into account any rise or fall in the cost of the Goods and Services as Estimated. Any variation or additional works shall attract a further charge, as discussed on-site or via phone with the Client.

1.5 Cancellation

1. The Client shall indemnify Fairy Yardmother from any costs, losses or expenses should the Client cancel an accepted Estimate or work order contract.
2. Cancellation fees of 25% of Estimate will be charged if the client cancels with less than one weeks notice.

1.6 Sales Tax / GST

1. GST and other taxes and duties that may be applicable shall be added to the price except when they are expressly included in the price.

2. FAIRY YARDMOTHER TRADING HOURS

The client understands Fairy Yardmother staff are NOT QBCC licenced workers in QLD. Services are offered in a Handy person/ Maintenance compacity only. The Client understands that Fairy Yardmother staff are not qualified builders/ plumbers or any other trades.

There is no warranty, expressed or implied for workmanship, deficiencies of the plants and property included in this Estimate or any further issues that may arise at some point in the future.

3. SITE ACCESS AND WORKING CONDITIONS

Fairy Yardmother's normal trading hours are 7am to 5pm Monday to Friday. Work performed (at the Client's request) outside those hours or on a public holiday will be discussed with the client and will be subject to a surcharge (rates on application).

1. The Client shall give Fairy Yardmother access to the site for Estimating and work purposes, within the agreed timeframes and scope of the project.
2. If access is unable to be obtained and Fairy Yardmother has not been notified by the Client to cancel or reschedule the booking beforehand a cancellation fee of 75% of the price of the quote, will be charged to the Client.
3. Pricing within the Estimate is on the basis that the works to be carried out by Fairy Yardmother are to be done within the agreed scheduled and booked time, unless otherwise stated. In the event Fairy Yardmother are unable to complete works through no fault of their own, within the agreed scheduled booked time due to either access difficulties, weather, client preparation, then Fairy Yardmother reserve the right to Re-Estimate for the remaining works and provide a new Estimate.
4. It is the Client's responsibility to move any objects which may be in the way of the works, such as plants, washing, cars or furniture as Fairy Yardmother does not accept responsibility for damage as a result of moving such items. The Client is also responsible for providing a clear working environment, including moving of trampolines, toys, rubbish and animal waste. In the event that Fairy Yardmother has to clean the site then further costs will be incurred.
5. Fairy Yardmother shall not be liable for any loss or damage caused in accessing the site beyond the reasonable control of Fairy Yardmother.
6. Fairy Yardmother will use due care to minimise any damage to site, property and objects but does not take responsibility for damage incurred except where negligence on behalf of Fairy Yardmother, has occurred.
7. Clients are requested to provide "Dial Before you Dig" documents to Fairy Yardmother for any work involving underground services. Some work involves risk of damage to existing underground infrastructure in addition to the possibility of encountering unexpected subsoil conditions including, but not limited to, rock, clay, aquifers, archaeological items, existing or abandoned construction elements and sink holes. Reasonable effort is made to locate or predict said risk, but no warranty is expressed or implied as to what will be discovered or encountered. This Estimate is an estimate only and is based on similar projects where adverse conditions were not encountered. Any such adverse conditions which arise will require additional work which will be billed at time and materials above and in addition to the amount shown on this Estimate. By accepting this Estimate, the Client agrees to these potential additional charges which may include work by others when necessary, in the opinion of the contractor.

4. PAYMENT & DEFAULT

4.1 Time for Payment

1. Unless otherwise agreed in writing or unless other arrangements have been made prior to commencing, all accounts are to be paid in full upon completion of the work on the day.

4.2 Payment Methods

1. Payment methods include Bank Deposit, MasterCard, Visa, American Express, Debit Card.
2. Fairy Yardmother may accept payment by Mastercard and Visa with one-point five percent (1.5%) surcharge at Fairy Yardmother discretion.
3. In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Fairy Yardmother.

4.3 Deposit

1. Unless otherwise agreed in writing, the Estimate may require a deposit from the Client as specified in the Estimate.
2. The deposit will be required when the works are greater than a total price of \$1,000. No booking is confirmed until payment of the deposit is made.

4.4 Payment Claims

1. Fairy Yardmother reserves the right to charge an overdue fee of thirty dollars (\$30) for accounts not paid within the agreed payment terms (ie upon completion of the works and within 7 days).
2. Fairy Yardmother may charge interest at two percent (2%) on a daily basis on amounts not paid within the Fairy Yardmother payment terms.
3. The Client will be liable to Fairy Yardmother for any costs and disbursements incurred by Fairy Yardmother in pursuing recovery of the debt including legal costs on an indemnity basis and any collection agency costs.

5. WEATHER CONDITIONS AND FORCE MAJEURE

1. All bookings are subject to weather conditions. Inclement weather may result in bookings being rescheduled. Whilst every effort is made to anticipate weather related cancellations, Fairy Yardmother may need to reschedule bookings without prior notice.
2. Fairy Yardmother will not be liable for any failure or delay caused by force majeure, inclement weather or any other delay outside the control of Fairy Yardmother.

6. SERVICE SCHEDULES (IF APPLICABLE)

1. A service schedule is a pre-determined frequency of works, communicated between the Client and Fairy Yardmother, ie lawn mowed every 3 weeks.
2. Each Estimate is based on a service schedule. If this service schedule is not followed additional charges may be incurred.
3. The Estimated price, staffing requirements and Fairy Yardmothers capacity to accept clients is based on service schedules for regular clients.

7. INSURANCE

Fairy Yardmother are fully insured and carry \$10 million public liability insurance with AAMI Insurance. A digital copy of the Certificate of Currency is available on request.

8. APPLICATION OF THESE TERMS AND CONDITIONS

- In this agreement, "Fairy Yardmother" is Renee Strange (ABN 60 983 090 458) trading as Fairy Yardmother, and its successors and assigns or any person acting on behalf of and with the authority of Fairy Yardmother;
- "The Client" is the individual, company or other entity requesting goods and services from Fairy Yardmother and named as the Client on the Fairy Yardmother Estimate, contract and other paperwork;
- "Goods" mean all goods sold or otherwise made available to the Client by Fairy Yardmother; "GST" means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999;
- "Site" means the place where the Fairy Yardmother work will be carried out; and
- "Services" mean the installation of the Goods and including but not limited to associated landscaping and gardening services. Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Fairy Yardmother.
- Fairy Yardmother may licence or sub-contract all or any part of its rights and obligations without the Client's consent.
- Fairy Yardmother reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Fairy Yardmother notifies the Client of such change.

9. THE PRIVACY ACT 1988 AND THE PRIVACY AMENDMENT ACT 2012

1. The Client hereby authorises Fairy Yardmother to collect, retain, record, use and disclose commercial and consumer information about the Client, in accordance with the Act, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by Fairy Yardmother, debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.

2. Fairy Yardmother may give information about the Client to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Client's credit file. This information may be given before, during or after the provision of credit to the Client and will be in accordance with the Act and subsequent amendments.
3. The Client agrees to notify Fairy Yardmother in writing of any change of ownership of the Client or its business, or directorships in the case of a corporate Client or of any other change whatsoever affecting this agreement within seven (7) days from the date of such change and indemnifies Fairy Yardmother against any loss or damage incurred by it as a result of the Clients failure to notify Fairy Yardmother of any change.

10. SEVERABILITY

Where more than one Customer has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the price.

11. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the laws of the State of Queensland and the laws of the Commonwealth of Australia which are in force in Queensland. All disputes arising between the Client and Fairy Yardmother may be submitted to a Queensland Court by Fairy Yardmother.