



Terms and Conditions of Hire and Service

Effective: 01 July 2025

ABN: 39527788186

1. DEFINITIONS

- **Company:** TSV Turf Renovations, including employees and contractors.
- **Client:** The individual or business hiring equipment or booking services.
- **Equipment:** All tools and machinery provided for hire.
- **Services:** Turf renovation work provided by the Company.

2. LIABILITY AND RISK

- Equipment use carries inherent risks. The Company is not liable for injury, damage, or loss due to misuse, negligence, or unauthorised use.
- The Client accepts full responsibility for the Equipment from delivery until return and inspection.
- In the event of accidental damage, TSV Turf Renovations reserves the right to assess the circumstances and, at its sole discretion, determine whether the Client will be held liable for repair or replacement costs, in part or full.
- If the Equipment malfunctions or breaks down during the hire period due to mechanical failure not caused by misuse or negligence, the Client must cease use immediately and notify the Company. In such cases, the Company will not hold the Client liable for the malfunction and will seek to provide a suitable replacement or resolution where practical.
- For Services, the Company takes reasonable care but is not liable for damage to underground assets or turf conditions outside its control.
- Clients must notify the Company of any known underground utilities or obstacles before work begins.

3. INDEMNITY

The Client agrees to indemnify the Company against claims, costs, or damages resulting from:

- a) Breach of these terms
- b) Injury or damage caused during use
- c) Misuse or failure to follow instructions
- d) Delays caused by inaccurate site info or access issues

4. EQUIPMENT USE

- Equipment is hired in working condition and must be returned clean and undamaged (excluding fair wear and tear).
- Do not repair or modify Equipment without approval.
- Only competent persons may operate the Equipment.

5. SERVICE CONDITIONS

- Work areas must be clear, safe, and accessible.
- Completion times are estimates. Delays due to weather, access, or site issues are not the Company's responsibility.

6. INSURANCE

The Company holds public liability insurance. Clients should arrange their own insurance for property or accidental damage not caused by the Company.

7. GOVERNING LAW

These terms are governed by Queensland law. Disputes will be handled in Townsville, QLD.

8. PAYMENT TERMS

- Full payment is due 7 days after the service/hire date unless agreed otherwise.
- Late payments may incur 10% p.a. interest. The Client is liable for recovery costs, including legal fees.

9. CANCELLATIONS & REFUNDS

- Cancellations due to poor weather conditions (e.g. heavy rain, flooding, or unsafe ground conditions) are permitted without penalty and can be rescheduled at no additional cost. The Company reserves the right to determine weather related safety or suitability on the day of service.
- Cancellations within 24 hours may incur a fee of up to 50%, assessed reasonably on a case-by-case basis.
- No refunds for early returns or changes of mind once equipment is hired or work has started.

10. FORCE MAJEURE

- The Company is not liable for delays or non-performance due to events beyond its control (e.g. extreme weather, equipment failure).

11. MEDIA & PROMOTIONAL USE

Unless requested otherwise, the Client permits the Company to capture photos or video before, during, and after service. Media may be used for marketing on the website and social media, excluding any personal details or individuals without consent.

12. WARRANTIES AND LIMITATIONS

- The Company performs Services with care but cannot guarantee turf results due to variable conditions (soil, weather, maintenance).
- Ongoing lawn care is the Client's responsibility.

By proceeding with a booking or hire, the Client agrees to these Terms and Conditions.

Client Name:

Signature:

Date:

Need Assistance?

For support or further information, please contact us at info@tsvturf.com.au or 0448 045 485.