

Terms & Conditions

AT Garden Spaces



www.atgardenspaces.com



General Terms & Conditions

Welcome

Thank you for considering AT Garden Spaces to help you in creating your new garden, inspired by
Mother Nature....

We have been working in the landscaping industry for over 15 years, and over this time we have been lucky enough to gain the knowledge and experience to build gardens that nurture those who reside in the space, whilst creating such ecosystems that help regenerate and provide a space for Mother Nature to thrive.

Our entire philosophy comes down to building a garden that helps you return to nature, whilst in the same token, aid in protecting our natural Australian environment. The pride we have in our work and what we set out to achieve, with every garden, lends us to having a reputation as a friendly, reliable and professional landscaping business.

As with many businesses we too have our own Terms & Conditions, below is what we like to refer to as our general Terms & Conditions and general Payment Terms & Conditions. We have these to help ensure there is a clear line of communication and understanding, as well as a written obligation, in regards to what you can expect from us and what we also ask of you.

As well as our general Terms & Conditions we have also correlated individual Terms & Conditions relating to each service, so you are able to understanding what is involved with the service you are enlisting. These individual service Terms & Conditions exist in conjunction with our general Terms & Conditions and together create the entirety Terms & Conditions for AT Garden Spaces.

Please take the time to read over our Terms & Conditions and if you have any questions please do not hesitate to reach out via email.

Thank you and we look forward to collaborating with you soon,

Alisha & Tarnia

(Please note AT Garden Spaces will be referred to as ATGS and new clients referred to client, clients or you.)

Terms & Conditions

Contracts

Any contracts raised by ATGS are held by the following Terms & Conditions:

1. Contracts are held as a written agreement between ATGS and client
2. Any Terms & Conditions presented are to be adhered to, fail to do so can cease services from continuing.
3. Contracts are required to be signed and agreed upon before commencement or organisation of any services, including that of materials and third party contractors.

Contract Appendixes

Any service enlisted may be subject to an appendix of condition that are specific to that project and entail the following:

1. All appendix conditions are upheld in conjunction with any conditions specific to the service requested as well as ATGS general Terms & Conditions, they are never held individually as the only conditions to a service or project.
2. Appendix conditions will be listed upon your service contract, to be signed before commencement.

Alterations

Alterations made within a service or project include the following Terms & Conditions:

1. Administration fees may apply if alterations are requested by the client once finalisation has been made on the design, quote or during the commencement of a service.
2. Any costs incurred to carry out requested alterations will be passed on to the client as an additional expense to the original quote/ estimate.
3. Additional fees will be added to the next invoice due and are required to be paid within ATGS Payment Terms.
4. If ATGS identify any alterations to be made that are of benefit to the project and client, will be discussed and agreed upon prior to implementation.
5. Alterations necessary to be made will require written confirmation by both ATGS and the client.
6. Prior to every project beginning ATGS will always do their best to anticipate any issues or complications prior to starting so they may be addressed early on in order not to delay the progress of a project.

Landscape Documentation

Landscape documentation for a project may take form in the following and may be subject to the conditions below:

1. Landscape documentation may include any paperwork, plans or designs required to complete the service requested. These may include permits, council plans, certificates of compliance, third party drawings (incl engineer).
2. Documentation outside ATGS specifically drafted documentation, is the responsibility of the client to obtain. If the client wishes ATGS to carry out this service project management fees apply, which are assessed individually with each project.
3. Landscape documentation refer to all paperwork required outside of that quoted for and provided by ATGS. Therefore are all at additional costs and are not included in the quote/estimate given.

Terms & Conditions

Landscape Documentation (Continued)

4. ATGS will carry out all construction work in accordance with any landscaping documentation obtained and therefore will not be held responsible if damage occurs.
5. Further costs may apply, from third parties, in the location of services if specified under "Duty Of Care" on any of the landscaping documentation acquired, which will be additional charges to your quote or estimate.
6. Any additional costs for landscaping documentation need to be paid prior to the service commencing.

Delays

Delays may occur during any stage of a project and are subject to the following Terms & Conditions:

1. ATGS will endeavour to make sure all projects run as smoothly as possible at all times.
2. Delays may occur that are outside the control of ATGS, in such cases we cannot be held responsible.
3. Circumstances may include weather, delay in delivery, lack of materials due to supply in demand, scheduling with third party contractors, unforeseen disruption on sight, neighbouring disputes, neighbouring construction, clientele actions or decisions, etc.
4. If delays occur due to decisions or actions on behalf of the client, we are unable to promise timelines can be met and additional costs may apply towards third parties (incl suppliers) or administration.

Cancelations

Cancelations made within a service or project include the following Terms & Conditions:

1. If cancelation is required by the client we please ask for written notice stating their wishes to cancel the service / project and if possible an explanation as to why you, the client, wish to cancel.
2. Any deposits received at time of cancellation will be at the sole discretion of ATGS to retain or refund.
3. If there are any outstanding costs ATGS will utilise received deposit funds to clear these and if these costs exceed the deposit/s received a further invoice will be issued for the remainder, which are to be paid within our Payment Terms & Conditions.
4. Additional fees may apply from ATGS administration, project management and any consultations (phone, email or site) given in good faith towards the entirety of the service / project going ahead.
5. The additional fees will all be assessed once cancelation has been given and will be invoiced to you.
6. If at any time the client is unable to uphold any of our Terms & Conditions or contract ATGS can cancel a project at any given stage.
7. If dishonesty is displayed or information is withheld, at any time by the client, which in turns affect the outcome of service being provided ATGS may cease any further services and cancel the project.
8. If a project is cancelled by ATGS based on the above points any outstanding costs associated with the project will need to be paid within our Payment Terms & Conditions and any deposits received to date will not be refunded.

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Warranty

ATGS warranty covers the following and is subject to the below Terms & Conditions:

1. Warranty is covered under all the work ATGS carry out themselves and may extend this warranty to any third party contractors acquired by ATGS if seen reasonable by ATGS.
2. ATGS do not extend their warranty to cover any third party contractors acquired by the client or work carried out by the client/s themselves, including any family or friend members assisting.
3. ATGS do not extend their warranty to cover any materials selected or sourced by the client outside the recommendations of ATGS.
4. Any disputes that may arise between the client and any third party contractors are not guaranteed by ATGS to resolve on behalf of either party.
5. All planting installed by ATGS carry a 12month warranty from date of installation, for a once only replacement.
6. Workmanship of constructive elements carry a 24month warranty from date of installation to repair.
7. Warranty on materials themselves fall under the Terms & Conditions of the manufacturer / supplier, ATGS do not extend their personal warranty on materials.
8. Warranties will be voided if the project has not been maintained, has been neglected, misused / mistreated by the client or damage occurs from any other circumstances outside the control of ATGS, including natural disasters, animals, insects, mechanical or human interaction.
9. Existing property damage or poor health in vegetation will not be covered under ATGS warranty, including all constructive elements such as driveways, fencing, decking, retaining walls, etc.
10. ATGS will do their best to avoid deteriorated elements in the garden, but if unavoidable to allow the services / project to be carried out we cannot guarantee further damage will not occur.
11. If ATGS are required to uphold any of the Warranty conditions provided we shall do so ourselves or with trusted third party contractors. ATGS will not exchange money in lieu to repair any warranty issues.

Third Parties (Sub-Contractors & Suppliers)

Third parties used within our services are enlisted under these Terms & Conditions:

1. Any Terms & Conditions outlined by third parties used within a project or service take precedence over ATGS Terms & Conditions.
2. ATGS may choose not to assist in resolving any disputes or altercations that may arise between the third parties and the client.
3. If damage occurs during the delivery of materials by a supplier, any repairs or replacement need to be done by the supplier. ATGS reserve the right to not take responsibility to help repair, resolve or replace any damage.

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Failure To Enforce Contract Terms

We please ask that our Terms & Conditions, including our Payment Pricing Conditions, are followed to enable us to carry out our services as best as possible. Below are the conditions in which Failure To Enforce Contract Terms fall under.

1. If at any stage the client chooses not to follow any of ATGS Terms & Conditions and or Payment & Pricing Conditions, all work, including any project management, administration, design or office related services in regards to the project, will cease immediately.
2. Any deposits or payments received prior to the clients breach of the Terms & Conditions will not be refunded.
3. Any charges incurred by ATGS prior to the clients breach of the Terms & Conditions will be invoiced and are to be paid within our Payment & Pricing Conditions.
4. If at any time ATGS choose not to enforce a section of any of their Terms & Conditions this will not void all other Terms & Conditions, Contracts and or Appendix Conditions.

Payment & Pricing Conditions

Pricing

General pricing for any of our services enlisted are covered under the following conditions:

1. ATGS will not fund any part of a project or service to go ahead or to continue, all costs associated with a project / service are required to be paid by the client, either up front or as specified by ATGS.
2. When additional fees are raised in conjunction with a clients quote or estimate, these are to be paid within our Payment & Pricing Conditions.
3. Depending on the service these costs will either be broken up into stages or required as a one off upfront payment.
4. If payment is to be made directly to a supplier this will be specified on your quote / T&M.
5. Any pricing given within a quote or T&M are GST inclusive and are non-negotiable.
6. All services carry out a minimum call out and varies depending on the service enlisted.
7. Minimum call outs are outlined in more detail within the individual service Terms & Conditions documents.
8. If a client wishes to add or subtract from a set project outline, the quote will need to be revised and may set the project timeline back, with potential administration fees applying to make these alterations.
9. Depending on the sites location travel fees may apply and minimum day call outs, with any overnight stays incur accomodation fees.

Payment & Pricing Conditions

Deposits

We ask for deposits within our services to help secure your project, which fall under these conditions:

1. When requested, deposits are to be paid before the commencement of a service / project.
2. If at anytime the client does not wish to or is unwilling to follow the Terms & Conditions, including Contract/s, ATGS may hold onto any deposits received thus far and is up to their discretion to refund or not.
3. The commencement or continuation of a project / service can not be done until requested deposits are received.

Payments

Payments for our services fall under the following conditions:

1. All invoices raised and issued are required to be paid within 3 days from the date marked on the invoice, unless otherwise stated by an authorised representative of ATGS.
2. We do not hold running accounts for clients and therefore statements will not be issued. We please ask payment is made when you receive your invoice.
3. If you are unable to make payment in the specified time frame interest charges will apply if payment has not been made within 7 days of original invoice date.
4. A rate of 3% of the total outstanding invoice amount, including the additional interest charges, will be calculated each day and added. This recalculated invoice will be issued each week it has not been paid.
5. If you are unable to pay this invoice, including additional charges, you will be in direct violation of ATGS Terms & Conditions, agreeing to take on all costs involved for ATGS to retrieve these outstanding amounts from you.
6. All warranties presented in these Terms & Conditions will no longer be valid if violation occurs.

Quotes & Estimates

Quotes & Estimates raised within ATGS for a service or project follow these conditions:

1. Estimates raised are purely a rough cost of the service or project you are inquiring about, they are not the final price.
2. Estimates given are for the installation of a new garden only. Unless specified, they do not include costs for any earthmoving / excavation required or cost surrounding waste removal of any sort, third party contractors required, designs or landscape documentation.
3. Formal quotes will be issued once the necessary steps have been carried out in reference to the service being enlisted.
4. Quotes will not include costs surrounding outsourced documentation required for the project, unless the client specifies ATGS to obtain.

Payment & Pricing Conditions

Quotes & Estimates (Continued)

5. Formal quotes will include all foreseeable costs associated with the project or service enlisted. This will include materials, labour, third party contractors, waste removal, machinery hire, design fees, ATGS documentation, etc.
6. ATGS will always attempt to account for everything within a quote, but at times unforeseeable circumstances can occur, in these instances additional charges may apply outside of the quote given. If these circumstances arise ATGS will discuss with the client the best approach forward.
7. Quotes given are the final price for a project. This price is non-negotiable and requires written agreement in the signing of the clients contract or via email before the project / service commences.
8. T&M's (Time & Materials) are also available for a project or service. In which case the project will be broken down into areas to complete.
9. If a T&M (Time & Materials) is offered in retrospect of a quote, a rough outline for time will be given and materials will be calculated as each section of the garden is under taken.
10. ATGS quotes and estimates are given as a total cost and are not broken down into individual components, but an outline of the service being carried out will be given.
11. All Estimates, Quotes, Time & Materials, Design Proposals or individualised program prices given are valid for 30 days only.
12. Any project or service that has been given an estimate or quote will remain open for no more than 40 days, if after 40 days a reply is given the process will begin again, including an administration fee to review the project.

Online Purchases

For our online purchases the following conditions apply:

1. All online products and services purchased require payment in full at point of purchase, unless otherwise stated in that services individual Terms & Conditions.

Service Resourcing

Resourcing for a project or service to be carried out follow these conditions:

1. Resources for a project or service that have been acquired by ATGS are the sole property of ATGS until all outstanding invoices are paid. This includes invoices for the resources or any outstanding invoices relating to any services carried out for a client.
2. Materials requested by the client are to be paid in full unless specified differently by ATGS.
3. Delivery fees from ATGS or suppliers are to be paid in full before delivery of any resource required or requested.
4. Delivery fees will vary from site to site and may require third party couriers, all of which will be payable by the client.

Acceptance of Terms & Conditions

By undertaking any of our services, physically or online, you acknowledge you have fully read and understood all the Terms & Conditions presented within this documentation and any associated individual service Terms & Conditions documentation. You acknowledge and accept full responsibility for your obligations, outlined in these Terms & Conditions, individual service Terms & Conditions as well as any appendix conditions presented to you.

If you are unable to follow any of ATGS Terms & Conditions this will in-turn affect our ability to carry out the service you have enlisted to the best of our professional capabilities, which may result in the cancelation of further services or the project as an entirety.

If this occurs and there are outstanding costs associated with the project / service all will need to be paid in full as per our payment conditions.

ATGS may choose to update there general and individual Terms & Conditions at any point in time. For this reason we keep our general Terms & Conditions within the footer of our website for your convenience and you may obtain our individual Terms & Conditions at request by email.

Any contracts or appendix conditions raised for a client are always in conjunction with all of our Terms & Conditions.

Overview

Please note we have developed all of our Terms & Conditions to create an open understanding of what you can expect from us, whilst undertaking the services you have enlisted us to do or are carrying out yourself. Through these outlines we aim to present ourselves with an open and honest approach, creating transparency throughout the entire process with us, so we can provide the best possible outcome for your garden and home. In return we please ask that you too will be open, honest and transparent with us, if we are to truly help you on your journey.

We require all information given to us to be accurate to the space we are working with for everyone's safety and to allow your garden space to come to fruition, but if you feel you are unable to do this we may not be able to continue as your preferred landscaper.

We believe in creating relationships with our clients, one with trust and honesty throughout the entirety of your project and with all parties involved. We hope we can build such a relationship with you that when you need our help we can be there for you.

Payment Options

Direct Deposit

Bank: IMB Banking Glen Waverley

Account: AT Garden Spaces

BSB: 641 800 **Acc:** 200698338

Reference: Your Name & Invoice Number

Thank you for taking the time to read through our Terms & Conditions.

As always if you have any questions please feel free to reach out via the direct link to our email address below in the footer on any page.

We look forward to helping you on your journey back to nature...

Alisha & Tarnia