



Intuitive landscapes coexisting with nature...

AT Garden Spaces

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

Here at AT Garden Spaces we believe in building relationships with our clients based on a foundation of trust and reliability, where you feel comfortable having us working around your home. Our entire philosophy comes down to building gardens that help you return to nature and at the same time aid in the protecting our natural Australian environment. The pride we have in our work and what we set out to achieve in each and 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 and conditions. This framework is to ensure there is a clear line of communication as well as a written obligation in regards to what you can expect from us and what we ask of you too.

Being in the landscaping industry for over 10 years now we have the experience behind us to build a garden that will not only nurture you very own soul, but will also give back to Mother Nature...

Please take the time read over our terms & conditions listed below and if you have any questions please do not hesitate to let us, either by email or over the phone.

Thank you and we look forward to working with you soon,
Alisha & Tarnia

(Please note in the following terms and conditions AT Garden Spaces will be referred to as ATGS and as a potential consumer of our services you will be referred to as either client or clients.)

ATGS TERMS & CONDITIONS

Contracts

All contracts raised by ATGS are held as a written agreement between ATGS and the client. Clients must adhere to all terms and conditions set out by ATGS, in reference to the service/s requested and carried out by ATGS. All contracts will require agreement by the client and signed off before commencement of any services, including the organisation of project materials. ATGS also hold the right to use their terms & conditions as the binding contract for any given project.

Alterations

Any alterations made by the client after agreement has been reached in regards to the final quote and design or during the construction phase may be subject to an administration fee. Any costs incurred by ATGS to action these alterations, at the request of the client, will also be forwarded onto the client. Any fees raised will be added to the clients next scheduled invoice and is to be paid within the agreed payment terms. In the event fees are raised, ATGS will do so at their own discretion and as they see reasonable.

If any changes are to be made during any stage of the project, which ATGS see necessary; all will be discussed with the client and agreed to before going ahead. ATGS will not move forward until full understanding and authorisation is given by the client. ATGS will always make reasonable efforts to avoid changes, after agreements have been made, to prevent delays in landscape construction works.

Landscaping Documentation

Landscaping documentation may include any permits, council plans, certificates, etc required for the installation of a garden, all of which are the responsibility of the client to obtain and pay for. If at any stage ATGS are required to assist with obtaining necessary legal documentation, a landscape documentation fee will apply. This fee will be individually assessed with every project. Landscaping documentation fees are charged as an individual cost and are not inclusive with any other associated documentation fees, including designs. Acquisition of documentations and plans from DBYD (Dial Before You Dig) are the responsibility of ATGS to obtain. All "dial before you dig" documentation acquired will incur a flat rate fee of \$30 (incl GST)

All landscape construction will be carried out in accordance with any landscape documentation obtained. ATGS will not be held responsible if damage occurs whilst under the guidance and instruction of documentation acquired by a third party, including DBYD plans.

Delays

ATGS hold the right to refuse responsibility for delays within a project due to circumstances beyond their control. Such circumstances may include weather, out of stock with suppliers, delays on material deliveries, nearby construction works not associated with ATGS, etc.

Cancelations

Cancellation of a project, by the client, will require written notice stating their wishes for cancellation with reasonable explanation. At time of cancellation any deposits or payments received will be held by ATGS and are at the discretion of ATGS to retain or refund to the client as they see reasonable. Further charges may apply for any expenses incurred by ATGS before notification of cancellation was received, all of which must be paid in full within ATGS payment terms. If at any time the client does not uphold ATGS terms & conditions, ATGS have the right to cease any further works and cancel the project. This period will include any time leading up to prior works on a project or any time during this project.

Warranty

ATGS warrant all landscaping services carried out and installed by us only. We do not warrant the work of sub-contractors solicited by the client at any time, nor do we warrant materials selected by the client outside the suggestions of ATGS. ATGS hold the right to extend their warranty to cover the work of a sub-contractor, solicited by ATGS, as they see reasonable. ATGS hold the right to refuse all obligations in resolving any ill matters relating to the work carried out by a sub-contractor or disputes that may arise between the client and the sub-contractor directly. Such matters are to be resolved between the client and the sub-contractor. All planting installed by ATGS, carry a 12month, once only replacement warranty, from date of installation. All hard and soft construction elements, installed by ATGS, carry a 24month warranty. All warranties will be honoured provided that the landscaped garden, as a whole, has not been neglected, mistreated or misused by the client and that no damage has occurred due to circumstances beyond the control of ATGS. Such circumstances may include damage from lack of watering and care of plants, animal vandalism, rodents, insects, mechanical or physical damage, weather/natural disasters, etc. Any existing property damage is not covered under ATGS to repair. Any existing deterioration elements, such as driveways, fencing, retaining walls, etc are not held under the responsibility of ATGS to repair. ATGS will always make reasonable efforts to avoid deteriorated elements when implementing our services, but if unavoidable ATGS hold the right to refuse all responsibility in repairing such elements, including any further damage.

Landscape Design

Every landscape project we undertake begins with an initial consultation. Depending on your requirements this service will be charged at one of our consult pricing levels. This initial consult is for a period of up to 60minutes with anytime thereafter charged at 15minute increments. If at any stage you require ATGS to return for further consultation, outside those given within the design proposal, charges will apply based upon 15minute increments. All of our design proposals are evaluated upon initial consultation, with a written proposal presented to you outlining the cost of the design. Any proposals and designs presented, in person or email, will require agreement and an initial signature by the client before commencement. Once an agreement has been reached on the conceptual design, a final design, project scope and formal quote will be drafted for you. Any documentation, including designs, all requires agreement and signatures, before commencement of any landscaping works. ATGS hold all rights to refuse responsibility for any malfunctions, including aesthetics, associated with the installation of a garden where we have supplied the design, but have not been contracted to install the landscape garden itself. All designs created by ATGS are intended for the listed clientele only, with any copies made, only to be done so with the permission of ATGS.

Landscaping & Construction

ATGS run all projects in scheduled installation stages, which are presented to the client in written format. This format lists each scheduled instalment stage and the associated costs of materials and labour within that stage. Included with this will be the project scope, outlining the duties to be performed in each scheduled instalment by ATGS. The project scope is always given as a rough guideline of duties to be performed. These duties are evaluated case by case and as we initially see the project. ATGS are not held to these duties as regulatory guidelines due to any unforeseen circumstances, which may occur once construction is under way. ATGS will always ensure the most effective and efficient process will be carried out with the installation of your project. In the case where external conflicts or interruptions, not associated directly with ATGS arise, ATGS hold the right to refuse in helping resolve such conflicts or interruptions. If ATGS agree to help in the resolution, site management fees will apply and charged accordingly as ATGS see reasonable.

Garden Maintenance

All garden maintenance services are at a minimum 3hr call out, for properties no more than 30km from our office. Client's properties further than 30km from our office have a minimum 5hr work call out. Any materials required for a garden maintenance service, which exceed \$200, will not be funded by ATGS and will need to be pre-paid before the order is put through to our product suppliers. Maintenance cancellations require 24hr notice and failure to do so will incur our standard work call out fees of either 3hrs or 5hrs.

Site Excavations

All proposed excavation sites will be examined for potential risks of damage to existing surface exteriors and surrounds. Identified risks will be discussed with the client and added to the client's terms and conditions before commencement of any landscape works. Any underground services that require locating will be done at the clients cost. Clients are held responsible to accept any further costs in loss of time and or third party assistance for the extraction of machinery equipment, where it is unable to be removed from the site by its own accord. ATGS and their sub contractors will always endeavour to factor in any necessary risks associated with excavation works and will only enforce the above extraction costs if unforeseeable factors occur.

Underground pipe work that cannot be identified by DBYD or the client will not be taken under warranty to repair or replace if damaged by ATGS.

Sub – Contractors

Any terms & conditions outlined by a sub-contractor will take priority over the terms & conditions set out by ATGS, for any duties they carry out. Disputes or any altercations that may arise between the client and a sub-contractor are to be resolved between the client and the sub-contractor. ATGS hold the right to refuse responsibility to resolve any implications.

Failure to Enforce Contract Terms

All terms and conditions presented, by ATGS, to the client must be adhered to by the client at all times. If at anytime ATGS choose not to enforce a particular component of a client's contract, this in return does not void the entire contract. Only ATGS are eligible to determine if a component is not to be enforced, at no time does the client hold the power to decide which terms & conditions they wish to follow. If at any stage the client does not follow the terms & conditions presented to them, by ATGS all works will cease immediately, including the commencement of a service. Any monetary payments received prior to violation, from the client, will not be refunded. Any charges incurred by ATGS before violation has occurred, that have not yet been charged, will be done so. These charges will be subject to our standard payment terms and conditions.

AT GARDEN SPACES (ATGS) PAYMENT & PRICING CONDITIONS

Pricing

All expenses required for the completion of a project will be provided to the client either in a formal quote or as a T&M (time and materials) proposal. A formal quote or T&M will only be drafted once agreement has been reached on the initial estimate given. If payment is to be made directly to the supplier by the client, this will be specified on the formal quote or T&M. Once ATGS commences services requested by the client, payment terms must be followed. Failure to do so will cease continuation of services until any outstanding payments are made. All pricing given in our 'formal quotes' and 'T&M' are GST inclusive and are non-negotiable. At commencement and during of one or more of our services, ATGS shall not fund any of the costs associated with the completion of your landscaping, construction or garden maintenance services.

Deposits

Any deposits relating to your proposed design/s, landscaping or garden maintenance services are required to be made upon request by ATGS. Until these funds are received services will not begin. ATGS hold the right to refuse refund/s for any or all deposits as they see reasonable.

Payments

Labour costs for landscaping and maintenance services will be invoiced at the end of a 5day working week. If a service is completed in less than a week, thus service will be invoiced upon completion. All payments are to be made upon invoice and no latter than 3days from invoice date. Statements will not be issued and therefore payment needs to be made upon receipt of invoice. Failure to pay within these terms provided will result in interest charges being applied. If payment has not been made within 7days from issue of invoice, interest rates will occur at a rate of 5% every week there after original date of invoice and will be calculated on the total outstanding amount. Failure to pay all outstanding amounts within 30 days will constitute as a violation of the ATGS payment agreement terms. If violation occurs the client thereby agrees to take on all monetary responsibilities associated with any costs incurred by ATGS in collecting these outstanding amounts, including solicitor fees, VCAT fees, etc. Violation of payment terms will void all warranties provided by ATGS.

Quotes

ATGS quotes represent the fundamental elements required for the installation of your garden. The overall quote will be based upon the costs of materials, deliveries, excavations / earth works, labour, sub-contractors and equipment hire. The quote will not include individual costs incurred such as permits, administration fees, landscape documentation fees, site management fees, cancellation fees or unexpected fees of specialists, engineers and paperwork associated with their assessment, etc. All of these will be individually invoiced as ATGS are quoted for or incur the costs. Estimation for waste removal will be given but is not a set price. Quotes developed are the final price for the installation of a landscape garden unless a T&M agreement has been discussed and agreed to by both ATGS and the client, in this instance an estimate on labour will be provided with materials costs given as each stage is reached. All quotes or T&M proposal presented are valid for 30 days only, from receipt.

Landscaping Design & Consultations

All designs and design proposals require 50% deposit before commencement, this includes the deposit for a scale design before the first stages of the conceptual design is begun, with the remaining 50% to be paid upon completion of design. All consultations require payment in full on the day, by cash only.

Landscaping & Construction

Each instalment stage will require full payment for materials up front before commencement of that stage. This will act as your deposit for each landscaping schedule. Labour will be invoiced at the end of every 5day working week. All invoices raised in relation to an instalment stage are to be paid within the terms (see payments) set out by ATGS. Failure to make these payments will cease work on the related landscape project until any outstanding amounts are received.

Garden Maintenance

All garden maintenance services are based upon ATGS hourly maintenance labour rate only, with all services incurring our minimum 3hr or 5hr scheduled service call out. These rates include costs for labour and all of our equipment, but do not include costs of materials or any other expenses required for the maintenance to be completed such as, green waste removal, poisons, herbicides, plant health maintenance, etc. Total cost will be invoiced upon completion and payment is to be made no later than 3days from invoice receipt. If payment is not received by the due date maintenance will cease to continue until received and outlined payment terms & conditions, above, will be actioned against the client. All regular maintenance clients are required to pay any outstanding amounts before their next visit is due. An inability to do so will cancel their next scheduled maintenance visit.

Thank you for taking the time to read through our terms and conditions.

If you have any questions please feel free to email us at atgardenspaces@gmail.com or thatgardenspaces@gmail.com

Or

Call on 0421 565 796 or 0411 134 568

We look forward to hearing back from you shortly and working with you on creating your new sanctuary...

Kind Regards,

Alisha & Tarnia,

AT Garden Spaces

PAYMENT OPTIONS

Payment may be made in the following ways:

- Direct deposit

IMB Banking Glen Waverley

Account name: AT Garden Spaces

BSB: 641 800

Account number: 200698338

- Cash