



AT Garden Spaces
Intuitive Landscapes Coexisting With Nature...
www.atgardenspaces.com

AT Garden Spaces

m: 0421 565 796 / 0411 134 568
 e: atgardenspaces@gmail.com
 e: thatgardenspaces@gmail.com

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, 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, in 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, below is what we like to refer to as our base framework of Terms and Conditions (T&C's). We have these to help 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 your very own soul, but will also give back to Mother Nature...

Please take the time read over our T&C's listed below and if you have any questions please do not hesitate to contact us, either by email or 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.)

AT Garden Spaces (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 T&C's as the binding contract for any given project.

Contract Appendixes

All projects will be subject to an appendix of conditions; if we feel necessary. The appendix of conditions are in conjunction with these base T&C's and therefore are held to the same obligation as listed in these. Any appendixes written will be done so under our own discretion and as we see reasonable. Any appendixes will be listed on your contract and signing of will constitute you have full understanding, of both appendix and the base T&C's.

Alterations

Any alterations made by the client, after agreement has been reached, on the final quote, 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 be forwarded onto the client as a separate cost to the formal quote. Any fees raised will be added to the clients next scheduled labour or materials 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, as ATGS view to be of benefit to the overall project and client; 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. Information and duty of care within DBYD plans will vary according to which city council we are working under. Further costs may apply, from third parties, in the location of such services if specified by the service provider under their instructed "Duty Of Care" terms. These costs will be an additional charge to your formal quote and will need to be paid before the commencement of any landscape works by ATGS.

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 any of ATGS T&C's, including appendix contracts, ATGS reserve 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 thus project. If at any time information is withheld, or dishonesty is presented from you, the client, to us which affects the outcome of the service being provided to you, ATGS hold the right to terminate all services in which we have been enlisted to carry out. If cancellation has been actioned by ATGS in relation to information being withheld or dishonesty, any outstanding labour, materials or deposits will need to be paid, in full by you, within our payment terms.

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 or human vandalism or discretion on any landscape elements, 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, ailing plants/vegetation, etc, are not held under the responsibility of ATGS to repair or replace. 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 Designs

All landscape design services are individually assessed and priced according to requirements of location and by the client. If an onsite consultation is deemed necessary by ATGS, additional prices to the design service will be added and will be held under our "Online & Consultation Services" terms. All design proposals raised are evaluated upon initial consultation or via email correspondence; under our online services. Design proposals will also be accompanied by a formal quote outlining the cost of the design. Any proposals, quotes and designs presented, in person or email, will require agreement by the client in writing, before commencement. Once an agreement has been reached on the conceptual design, a final design, project scope, formal quote for the implementation of landscape, and landscape contract will be drafted for you. All documentation presented to you, the client, will require written agreement by you, the client, and signature/s on any contracts presented to you, 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. Any copies made of our designs are only to be done so by ATGS or with the permission of ATGS in writing.

Landscaping & Construction

ATGS run all projects in scheduled installation stages, which are presented to the client in written formats. These formats list each scheduled instalment stage and the associated costs of materials and labour within that stage. A project scope / landscape schedule will also be included with this, which outlines the duties to be performed in each scheduled instalment by ATGS. The project scope / schedule will be written out to best of our ability to foresee how a project will unfold and be implemented and as such each duty will be 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. Any landscape schedules / project scopes presented need to be reviewed by the client allowing any alterations to be made prior to signing contracts and beginning construction works. 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. Clients are responsible for creating safe and secure access to the proposed landscape site. All reasonable care will be taken when accessing the landscape site through the designated area given by the client. In the case of damage occurring responsibility to repair or replace will be given to the client to do so.

Garden Maintenance

All garden maintenance services are based upon either a minimum 3hr call out for two people or 2hr call out for three people, for properties no more than 30km from our office. Client's properties further than 30km from our office have a minimum 4hr or 6hr work call out, for a two or three person party. 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 suppliers. Maintenance cancellations require 24hr notice and failure to do so will incur our standard work call out fees of 2hrs, 3hrs, 4hrs or 6hrs.

Online & Consultation Services

Our online & consultation services are provided to all as an informational or educational forum base only. All content is based upon our experience in the field and as such these products serve as a guideline only. We are unable to guarantee that using only our online content will rectify all problems within your garden. ATGS online services are the sole property of ATGS and are only intended for those who purchase and name appears on the supplied invoice for any given online service. Amendments, alterations or copies made to any of these services will act as a violation to our Terms and Conditions and therefore the person or persons responsible for such amendments, alteration or copies will be charged the full cost of the product, multiplied by the number of times, in which they have amended, altered or copy. In such cases all charges must be paid as per our payment time lines, listed in these Terms and Conditions. Consultation services are based upon 60minutes and are charged at so, time extended during a consultation will be charged at 15minute increments. Costs of our consultations are assessed on a case by case system, depending on your requirements and location of site. 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. By accessing any or all of our Online & Consultation services you by here agree to and are bound by all of our Terms and Conditions outlined in this documentation or any appendix conditions presented to you, the client.

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. 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 services that cannot be identified by DBYD or the client will not be taken under warranty to repair or replace if damaged by ATGS or sub-contracted third parties. Underground services that require locating will be done at the clients' cost. If there is underground services known by the client and this is not discussed with or bought to our attention, we hold no responsibility to repair or replace damage sustained to these pipes. We hold no responsibility for damage to unforeseen elements or structures that are not visible to ATGS when assessing the site, during your initial consultation. Third party assistance with excavations will need to be assessed by ATGS, before the installation of a new garden. If further excavations need to take place, additional costs may apply.

Sub – Contractors & Suppliers

Any Terms & Conditions outlined by a sub-contractor will take precedence over the T&C's 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. Deliveries made by suppliers may leave residue of such material being delivered, in which case ATGS will make all reasonable efforts to clean up the areas after the materials have been implemented into the landscaping or maintenance project. If damaged occurs to the proposed site by the delivery of materials from the supplier, ATGS hold no responsibility to repair or replace any damaged elements.

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, in either 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 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. All projects requiring over night or longer stays will have a minimum day charge applied to the time we are there. This minimum charge will be actioned when a client alters, adds to or deducts from the agreed landscape schedule provided before the commencement of a project and where it inhibits us to carry out that agreed upon landscape schedule.

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 set task or at the end of a 5 day working week, whichever ever may come first. All payments are to be made upon invoice and no later than 3days from invoice date. Statements will not be issued and therefore payment must 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

All estimates and quotes given are purely for the installation of a new garden only and do not include costs surrounding excavation needs unless specifically identified within the project scope and or schedule. An initial estimation and design proposal will be given at the beginning of any landscaping project, which is purely based upon the area to be landscaped. Once the client is happy with the estimate figure and the design is complete, a formal quote will be provided to the client. The formal quote will be based upon the costs of materials, deliveries, excavations / earth works (if listed), 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 these costs and will need to be paid within 3 days by the client receiving our invoice for such expenses. Any estimates given for waste removal, green or otherwise, purely are an estimate and are not a set price. Quotes developed are the final price for the supply and 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 date stated on quote.

Landscape Design & Consultations

All designs require 50% deposit before commencement with the remaining 50% to be paid upon completion of design. A design will not commence until this deposit is received. Onsite consultations require 50% deposit before ATGS visit your home. The remaining 50% will be invoiced to you after ATGS have visited and are payable as per our payment terms and conditions. Online or phone consultations require payment in full upfront before consultation.

Landscaping & Construction

All labour will be calculated around the outlined duties within the landscape schedule presented to the client. Any task/s requested by the client or are in need of ATGS to complete in order to proceed with construction, outside the landscape schedule provided, will be seen as a variance. Such variances will be invoiced as an additional charge separate from that of the formal quote. All variance charges will be calculated at an hourly rate to complete that variance task/s. 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. 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 2hr, 3hr, 4hr or 6hr scheduled service call out, depending on the sites location. 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 the 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.

Acceptance of Terms and Conditions

By undertaking any of our services, physically or online, you acknowledge you have fully read and understood all of the terms and conditions presented within this documentation. You acknowledge and accept full responsibility for your obligations, outlined in these terms and conditions as well as any appendix conditions presented to you. Unable to follow these terms and conditions will affect our ability to carry out our services for you at the best of our professional ability. Failure to accept our terms and conditions will cease any services assigned to you and any outstanding labour, materials or deposits will need to be paid in full, by you the client, within our payment terms.

At any point we may update or make changes to our terms and conditions, at our sole discretion. As these terms and conditions are listed in the footer of our website it is your obligation to review these terms and conditions on a regular basis to keep yourself informed, unless otherwise a specific contract is drafted individually for you. A specifically drafted contract/s will always be in conjunction with our base terms and conditions presented within this document.

Overview

Please note we have written these terms and conditions out as an overview, of what you can expect from us, and how we will take care of you, whilst we undertake your gardening or landscaping requirements. We in turn expect that you too will be honest and upfront with us. If at any stage you are unable to do this or you withhold information, that in turn will influence the outcome of the services we carry out, we can no longer ensure we will be able to continue as your preferred landscaper. We believe in creating a relationship with our clients, one with trust and honesty throughout, so we hope we will be able to build such a relationship with you.

If you feel this will not be possible, please let us know.

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 phone

Alisha - 0421 565 796

Tarnia - 0411 134 568

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

Kind Regards,

Alisha & Tarnia,

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

Reference: Number Of Your Invoice