

# Scenic Surrounds Terms of Trade

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Scenic Surrounds Pty Ltd

Revised: 22<sup>nd</sup> August 2024

Our terms of trade are set out below. They govern our business relationship with a client and should be read carefully.

## 1. Application of terms of trade

1.1 These terms apply to all trade in horticulture services between Scenic Surrounds (the Trader) and a client. These terms are effective from the above date until these Terms of trade are replaced by another document.

### 1.2 Definitions

In these terms of trade -

**Agent** means an employee of Scenic Surrounds who sells horticulture services to a person for a commission or fee.

**Bad debt** has the following meaning:

*If an agent arranges for a person to buy the horticulture services and the client does not pay the agent for any or all of the service within the required time, the amount owed by the other client is a bad debt of the client.*

**Client** means a person who approves Scenic Surrounds to undertake works of a horticulture or landscaping nature.

**Horticulture/Landscape service** means gardening works including but not limited to lawn mowing, weeding, hedge trimming, pruning, herbicide application, grass slashing, planting, constructing a landscape and supply of materials, products and labour.

**Trader** means Scenic Surrounds.

## 2. Basis on which Scenic Surrounds is prepared to trade

- 2.1 The Trader is prepared to trade in horticulture service under these terms.
- 2.2 A quotation or estimate will be provided to indicate the cost of the service required and foreseeable variations will be discussed.
- 2.3 On receipt of acceptance of quotation such as via signed and dated quote, reply email acceptance, provision of purchase order or other legally binding means, the trader will arrange to undertake the works quoted.
- 2.4 Where a deposit or payment arrangement is outlined in the quotation, proposal, or acceptance forms, the service arrangements will commence on receipt of the first payment and materials or products will be ordered after this time.
- 2.5 Payments made by the client in the form of deposits will be used prior to commencement to secure products and materials.
- 2.6 Should the client withdraw from the agreement at any time prior to completion of the project, any portion of funds that have been utilised to secure products or materials, or to provide labour for the agreed works are non-refundable regardless of whether the client agrees to accept receipt of the products/materials, except where these are deemed faulty or return to the supplier and a refund is accepted by the supplier. Labour costs will be calculated for the time spent undertaking works from commencement up until the time works are ceased by the client.
- 2.7 On completion of works, payment of balance due on account will be due according to the payment terms specified on the quotation. If no terms specified via quotation or contract agreement between the client and Scenic Surrounds the default payment terms are outlined below.
- 2.8 Where agreed, proof of works may be provided via a job report, photographs or site meeting between the client and agent to discuss and approve the completion of works.
- 2.9 Where a dispute about completion arises, the trader will endeavour to ensure all quoted works have been undertaken as quoted.
- 2.10 Variations to quoted works and extra items requested during the course of undertaking the works will be charged on the final invoice. Depending on the nature of variations or extras, the trader may decide to amend the works contract and require an updated signed quotation and additional funds to supplement the deposit, commencement or progress payments.

### 3. Payment

- 3.1 Payment will be via EFT, BPay, credit card, cash or bank deposit to the designated bank account, unless otherwise agreed in writing.
- 3.2 Scenic Surrounds standard payment terms are within 7 days of invoice date, unless longer terms are mutually agreed upon.
- 3.3 Where a prompt payment option is offered within the quotation, or on the invoice, this discounted option only applies if all prior invoices are paid in full. Discounts cannot be applied to current invoices if older invoices outside the prompt payment option period remain unpaid.
- 3.4 Prompt Payment Options apply to payments *received strictly* within the outlined timeframe. Payment must be received and cleared into the nominated bank account on the invoice provided in order for the client to be eligible for the discounted option.
- 3.5 Where payment for the discounted option amount is received after the stipulated discounted option period, Scenic Surrounds will issue a reminder invoice for the balance amount due after receipt of the discounted option amount. If the client can prove that payment was made within the discounted option period and payment was not received by Scenic Surrounds by the discounted option due date, Scenic Surrounds may at its discretion decide to either uphold the offered discounted option or request balance payment on the invoice.

### 4. Bad Debts

- 4.1 Where payment is not received within the agreed terms between Scenic Surrounds and the client, Scenic Surrounds will issue the client with a reminder invoice and attempt to contact the client to arrange payment of the outstanding amount due.
- 4.2 Where Scenic Surrounds is unable to recover the amount overdue by the client or where the client is unable to be contacted by Scenic Surrounds or does not contact Scenic Surrounds in order to arrange payment of their account, Scenic Surrounds will arrange for a debt collection agency and/or law firm to pursue the client in order to receive payment for the amount overdue.
- 4.3 In the event where the client's overdue account is referred to a collection agency and/or law firm, the client will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.
- 4.4 Overdue accounts will be subject to interest at the current quarterly GIC rates as published by the ATO, calculated for the period the account is due until the date it is paid, (GIC rate is 11.36% p.a. at time of publication see <https://www.ato.gov.au/tax-rates-and-codes/general-interest-charge-rates>).

## 5. Delivery of service

- 5.1 Scenic Surrounds agrees to undertake the works as quoted in a timely manner and will maintain regular communication with the client throughout the project timeline.
- 5.2 At times inclement weather or other unforeseen occurrence may delay the practical completion of works in which instance Scenic Surrounds will communicate with the client to arrange mutually agreed amendments to timely completion of the works.
- 5.3 Unless otherwise stipulated in specific works contracts, Scenic Surrounds will NOT agree to be liable for any damages, liquidated or unliquidated, due to delayed completion of works and the client therefore understands that this clause excludes them from claiming their common law right to damages for delays in achieving the practical completion of the agreed works.
- 5.4 On practical completion of works the client will be issued the appropriate invoice pertaining to the nature of the works undertaken which will be due as per the payment terms.
- 5.5 Where products and or materials are included in the quoted works, the costs associated with providing these, including but not limited to delivery/freight, are the responsibility of Scenic Surrounds and are assumed to be included in the total cost provided within the quotation.
- 5.6 Where products and or materials are required as part of a variation or extra work item, the costs associated with providing these, including but not limited to delivery/freight, are the responsibility of the client. While Scenic Surrounds will endeavour to provide an accurate estimate of the total cost for variations and extras, the final price is subject to review on completion of the works in order to cover the fair cost of undertaking any additional works not originally quoted.
- 5.7 The client agrees to provide free access to Scenic Surrounds and their employees in order to undertake works in a timely and safe manner. Should the client's property be found to be inaccessible the client is required to rectify and make good the access in order to allow Scenic Surrounds to undertake the agreed works, except where arranging access is detailed as a part of the works quoted and agreed upon.
- 5.8 Scenic Surrounds agrees to undertake any required site specific or client/management company inductions prior to commencing works on the site and will maintain such inductions for the period required to complete the works.

## 6. Quality of products/materials

- 6.1 Scenic Surrounds sources its products and materials from reputable local suppliers and is confident in the quality of the products we source. Scenic Surrounds will monitor and assess the quality of products and materials supplied by its suppliers and will contact a supplier should we feel that a product does not meet our expectations to arrange a replacement or refund prior to using that particular product/material. Should a client feel that a product/material has been used that does not meet the acceptable standard the client should contact Scenic Surrounds in writing as soon as they become aware of the problem. Scenic Surrounds will then assess the product/material in question and discern if the product meets the expectations for the quality of product/material quoted. Where it is agreed that a problem exists with a product/material, Scenic Surrounds will deal with the supplier and attempt to arrange a mutually acceptable resolution for all parties.
- 6.2 If a product has been incorrectly deemed acceptable by Scenic Surrounds and installed before realising that the product is unacceptable, it will be the responsibility of Scenic Surrounds to arrange for removal, disposal, replacement and reinstallation and such associated costs will be the responsibility of Scenic Surrounds who may negotiate to share or pass on costs to the supplier (except where the client expressly inspects and accepts the products prior to installation).
- 6.3 If a product is deemed by Scenic Surrounds and the supplier to be of acceptable quality for the price of material/product quoted but the client decides contrary to this and declares that they want a different product to that which is quoted, the cost of removal, disposal, replacement and reinstallation will be wholly the responsibility of the client.

## 7. Insurance

- 7.1 Scenic Surrounds maintains current Public & Products Liability insurance for Gardening Services as well as WorkCover Insurance for all employees and Motor Vehicle & Equipment Insurance appropriate for the plant and equipment operated at any given time.
- 7.2 A current certificate of currency for each relevant insurance policy will be provided to the client on request.
- 7.3 At its discretion, Scenic Surrounds will provide the relevant PDS and insurance inclusions/exclusions details to the client if it is required to be held for the purpose of undertaking the contracted works.

## 8. Commission and fees

- 8.1 Scenic Surrounds endeavours to provide independent and informed suggestions for what it believes is the best suited service or product to meet the needs of the client.
- 8.2 Scenic Surrounds does not pay commissions to its agents or employees to promote a particular service or product over another particular service or product.
- 8.3 Scenic Surrounds does not accept commissions or fees from suppliers in return for promoting or selling a particular product.
- 8.4 Scenic Surrounds may at its discretion accept a discount for, or substitute a product or service where the value or quality of the substitute is equal to or greater than the quoted product or service in which case the product or service will be deemed to be equal in value to that which is quoted and any subsequent saving may be, at the discretion of Scenic Surrounds, either passed on to the client or taken as part of the normal profit margin expected within the course of trading.
- 8.5 Scenic Surrounds will endeavour to obtain the best possible prices for all products prior to quoting works.
- 8.6 The client acknowledges that Scenic Surrounds may include a margin of profit on products supplied in order to compensate for time taken to cost, coordinate and provide the aforementioned products required to undertake the works.