



General Service Agreement

OUR TERMS OF TRADE

Badagarang Lawn & Garden Services
we take care of your lawn, trees and garden

Updated 09.03.2024

By accepting a Badagarang Services Agreement (Us, We, Our) Quotation, You (the client referred to in the Quotation): are indicating Your acceptance of and agreement with the standard terms and conditions set out below; and acknowledge that these terms and conditions, together with our Quotation and any authorised variation thereto, comprise a legally binding agreement between You and Us on which We will provide the Services / Products in the Quotation to You (Our General Service Agreement).

If you are an agent, manager or similar requesting Services / Products as agent for an owner, you acknowledge and agree that you are personally bound by this Service Agreement and will be liable for payment of our fees in accordance with these terms and conditions, notwithstanding that you are or become unable to recover those fees from the property owner.

The parties agree that this Service Agreement is made between You and **Badagarang Lawn & Garden Services** (Us, We, Our) to govern the terms on which We will provide services to You.

1. Agreement

- (a) You have requested and We agree to provide to You the Services specified in the quote provided to you in accordance with the terms of this agreement.
- (b) This agreement will be for a term and frequency as set out in the quote until otherwise terminated in accordance with this agreement.
- (c) If You are the party named in the Quote, then You will be responsible for compliance with this agreement, notwithstanding You are not the owner of the address where the Services are to be provided (the Property).

2. Our Business

- (a) We pride ourselves on providing very specialised services. We find it is the little things that make a big difference, so We will take the time to work with You to ensure Your needs are met.
- (b) Due to the nature of Our Business, We provide quotes in various manners. We may provide You with an electronic or manually written quote and deliver or submit the quote to You electronically or in person.
- (c) You may accept the quote electronically by following the prompts within the electronic quote, by reply email or SMS.
- (d) For ongoing services, before You sign this agreement, We may visit Your property and assess what Your service requirements are and work with You to develop a service program that fits with Your schedule and needs.
- (e) We will provide all equipment and material that may be required to professionally perform the services You require unless we have indicated otherwise.
- (f) Hygiene and safety are very important to Us. All equipment We use will be safe for use, be properly maintained and capable of being used to carry out the Services.
- (g) We like to be accessible, so You may telephone or send an SMS or email regarding the Services and We will take or return Your enquiry promptly so We can ensure Your needs are met.
- (h) We have all the necessary skills, knowledge, experience and expertise to perform the Services in a professional manner and hold all relevant licences and permits required in order to allow Us to perform the Services.
- (i) Where any industry standards or codes apply, We will at all times comply with them and ensure that We, our employees and sub-contractors are properly qualified, experienced, have licences (where applicable) and are competent to properly perform the Services to the required standards and codes.
- (j) We require strict compliance with Our workplace health and safety systems by Our employees and contractors

3. Services

(a) We will Provide the Services as set out in the Quote in accordance with the timeframes and any special instructions as set-out in the Quote:

- (i) Using reasonable care and diligence in the performance of the Services; and
- (ii) Otherwise carrying out Our responsibilities under this agreement in a proper and professional manner.

(b) In the event that You require a variation to the Services or priority with which they are provided (other than those in the Quote), then:

- (i) You may request such variation in writing;
- (ii) We will issue to You a further quotation if applicable (Amended Quotation) in writing with respect to the requested variation; and
- (iii) We will only be required to action such variation upon written acceptance of the Amended Quotation being provided to Us

4. Your Responsibilities

(a) You warrant that You are lawfully entitled to occupy the Property, or lawfully entitled to instruct us on behalf of the property owner, and that You authorise us to enter the Property and to provide the Services.

(b) You will ensure that at all times:

- (i) The Property is safe and that all facilities provided by You for the purposes of enabling the Services to be performed are also safe;
- (ii) We will have unobstructed and uninterrupted access to the area of the Property where we will perform the Services.

(c) You will cooperate with Us and treat Us, our employees and sub-contractors with courtesy and respect.

(d) It is Your responsibility to:

- (i) Secure or remove all fragile and highly breakable items so that they may not be accidentally damaged during provision of the Services;
- (ii) Secure any pets You might have, to ensure that they are not able to leave the Property whilst We are providing the Services and that they do not interrupt or impede the provision of the Services by Us; and
- (iii) Ensure that electricity and running water is accessible within the Property.

(e) You acknowledge and agree that, if we are unable to perform the Services due to:

- (i) A failure of either electricity or running water being accessible;
 - (ii) Entry to the Property being obstructed such that we are unable to access the Property to perform the Services for any reason whatsoever, including without limitation, no-one being home, being turned away or a problem with the keys;
- then, We reserve the right to charge for the Services despite not being able to perform the full scope of the Services.

(f) We encourage feedback by telephone or email and request that You talk to Us about any feedback, problems or issues You have with the Services being provided, in a timely manner.

(g) You acknowledge that poor service, breakage/damage or theft must be reported to Us within 24 hours from the date the Services are provided.

(h) You must tell Us if there is a change of service visit schedule required by You and/or if You wish to cancel a service visit; and acknowledge that the Badagarang Lawn & Garden Services Cancellation Policy (set out in this agreement) applies to all requests for changes to the visit schedule and/or cancellations.

5. Fees, Invoicing and Payment

(a) You agree to pay Our Fees for the Services set out in the Quote, on completion of each service attendance without set-off or deduction.

(b) All amounts payable under this Agreement are expressed as including GST, unless specifically stated otherwise.

(c) If You are or become an Approved Account Holder, We will submit to You a valid tax invoice at intervals nominated in the Quote and You agree to pay the amount of the invoice without set-off, deduction or otherwise on the date set out as being the due date on the invoice.

(d) In the event You fail to pay for any Services, We reserve the right to recover from You, in addition to the unpaid amount, interest, legal or other fees incurred in recovering that amount from You, on a full indemnity basis.

(e) Payment terms are specified on Your tax invoice.

(f) We may request prepayment of Your initial service of Once-only service unless You are an Approved Account Holder.

6. Personnel

(a) We will ensure that Our employees and sub-contractors have the appropriate qualifications training and experience to perform their tasks comprising the services competently and that they will conduct themselves diligently with due skill and care

(b) Where we use sub-contractors to provide any of the Services to You:

- (i) We will be responsible to ensure that they also comply with the matters set out in this agreement and do not by act or omission do or not do anything which would be breach any of these terms; and
- (ii) They will have current and necessary insurances; and be paid by Us for their services.

7. Termination and Consequences Following Termination

- (a) If You or We want to end this agreement, a minimum of 7 days written notice must be given to the other party.
- (b) If there is a serious breach of this agreement, the party not in breach may terminate this agreement immediately.

Serious breaches may include but are not limited to:

- (i) Abusing or assaulting Our employees or contractors;
- (ii) Continually breaching the terms of this agreement;
- (iii) Damaging or misusing Our equipment and materials;
- (iv) Taking action which is intended to or would reasonably be expected to cause harm to Us or Our reputation, or which would reasonably be expected to lead to unwanted or unfavourable publicity to Us.

(c) If Your agreement ends for any reason, including termination by You or Us, You will still need to pay for the Services that have been provided. The termination of this agreement for any reason will be without prejudice to any rights or liabilities of the parties which have accrued prior to the date of expiry or termination.

8. Badagarang Lawn & Garden Services Cancellation Policy

- (a) We understand there are times that you will not be able to keep your service visit scheduled with Us. However, as we need to manage and schedule our programmed cleaning and maintenance services in advance, We require notice 48 hours prior to your scheduled service visit, should you wish to reschedule or cancel (Required Notice).
- (b) Required Notice allows us to keep our team working as well as providing the opportunity for other customers to access this time slot.
- (c) In the event that we are not provided the Required Notice, We reserve the right to charge a cancellation fee of up to 100% of the scheduled service fee as set out in the Schedule.

9. Indemnity

(a) You will indemnify and hold us harmless against all costs (including legal costs), expenses, damages, accounts or other losses or liability, including those from any actions, suits, proceedings, claims or demands made against or suffered by the Us in connection with provision of the Services to You and any failure by You to meet Your responsibilities described in this agreement.

10. Limitation of Liability

(a) In the case of damage, provided it is reported within 24 hours from the date the Services are provided, and where clear before and after images are provided to prove the damage was caused by us, We will rectify the problem by crediting You with the item's present actual cash value (up to a limit of \$50) toward replacement upon payment in full for the Services.

(b) If You are not satisfied with Our Services performed as specified on our written quote, You agree to notify us within 24 hours so that we may reattend to the Property to rectify the concerns. We limit Our liability in respect of Your dissatisfaction to our written quote.

(c) However, we reserve the right to not accept liability to reperform the Services if they are not complete due to there being no or limited running water or power, where third parties enter the Property whilst the Services are being performed, where there is other wear or discoloration of fabric/materials becoming more visible once dirt has been removed; failing to remove old/permanent stains that cannot be cleaned/removed completely using cleaning materials or equipment supplied by You; any damages caused by a faulty or not fully working order materials/equipment supplied by You.

(d) We will not be responsible for the replacement of keys or locksmith fees, unless We, our employees or sub-contractors lose the keys provided to Us.

(e) Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled to cancel your service contract with us. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable timeframe seven (7) days.

(f) To the fullest extent permitted by law, We exclude all liability for damages arising out of or in respect of provision of the Services and We exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in this agreement or which cannot be excluded.

11. General Clauses

- (a) Relationship: Nothing in this agreement constitutes Us as an employee, partner, joint venture partner or agent of You.
- (b) Governing Law: This agreement is governed by the laws of State in which the service provider usually operates.
- (c) No Assignment: You may not assign any rights or benefits under this agreement without Our prior written consent.
- (d) Entire agreement: This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement.
- (e) Dispute Resolution: If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:

(i) The complainant must inform the respondent in writing of the following:

- A. *The nature of the dispute;*
- B. *The outcome the complainant desires, and*
- C. *The action the complainant believes will settle the dispute.*

(ii) Endeavour to resolve dispute

(iii) On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.

(iv) Any unresolved dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to mediation.

(v) This clause survives termination of this agreement.

(f) Waiver and amendments: Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

(g) Events beyond control: Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, pandemic, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

(h) Severance: If anything in this agreement is unenforceable, illegal or void, it is severed, and the rest of the agreement remains in force.

(i) Notices: A notice or other communication to a party must be in writing and delivered to that party either personally or posted to their address when it will be treated as having been received on the second business day after posting.

(j) Counterparts: This agreement may be executed in any number of counterparts each of which will be an original, but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

(k) Electronic Signature: This agreement may be executed by any and all parties by way of affixing an electronic signature which identifies the person affixing the signature. It is agreed that affixing an electronic signature is a reliable method of indicating approval of the contents of this agreement. This agreement may also be executed and delivered by email and the parties agree that such scanned execution and email delivery will have the same force and effect as delivery of an original document with original signatures. In either case, each party may use such electronic signature or scanned signature as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

(l) Costs: Each party will pay their own costs in relation to this agreement.

12. Definitions and Interpretation / 12.1 In the interpretation of this agreement:

(a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

(b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

(c) Grammatical forms of defined words or phrases have corresponding meanings;

(d) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday,

We reserve the right to charge extra where required. We will notify you of changes and seek your approval prior to services commencing.

(e) References to a party are intended to bind their executors, administrators and permitted transferees; and

(f) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

(g) Quote references the amount(s) payable and detail of service(s) to be provided.

(h) An Initial Service is the first service provided to You and may have different requirements to an ongoing service

(i) Once-only Service is a particular Service with special requirements on a specified day without regular occurrence..