



Gardening Service Agreement for a One-Off Service

This agreement outlines the terms and conditions for a one-off gardening service provided by Aremma Home Services (the "Service Provider") to the individual or entity accepting the associated quote (the "Client").

1. Scope of Work

The Service Provider agrees to perform a single gardening service at the Client's property located at **the address specified in the accepted quote**. The service will include **the specific tasks and details as itemised in the accepted quote**.

Any **additional** tasks requested on the day of service that are not included in the original quote **will** incur extra charges.

2. Client Responsibilities

The Client agrees to:

- Ensure the Property is free of debris (toys, pet waste, etc.) prior to the service. If significant time is spent clearing these items, an extra charge may be applied
- Ensure pets are secured during service times at the Property.
- Provide clear access to all areas to be serviced at the Property.
- Notify the Service Provider of any special requests or concerns at least 24 hours in advance.
- Clearly mark all underground services and hidden hazards prior to the commencement of works. This includes, but is not limited to:
 - Reticulation components (sprinkler heads, solenoids, shallow pipes)
 - Low-voltage garden lighting cables
 - Robot mower boundary wires
 - Soak wells and drainage pits

3. Service Provider Responsibilities

The Service Provider agrees to:

- Perform all services in a professional and timely manner.
- Use appropriate equipment and techniques for the services provided.
- Carry adequate insurance.
- Keep the property free of debris generated by their work.
- Repair or replace any damage to the Client's property directly caused by the Service Provider's negligence.

4. Pricing and Payment

4.1 Total Cost

The total cost for the one-off gardening service will be the amount specified in the accepted quote.

4.2 Payment Due Date

Invoices will be issued after the completed service and are due within **7 days** of receipt.

4.3 Payment Methods

Acceptable payment methods are as follows:

- Bank Transfer (EFT)
- VISA/Mastercard on the day or over the phone
- Cash on the day

4.4 Late fees

If payment is not received by the due date, Aremma Home Services reserves the right to charge interest on the overdue amount (including the admin fee) at a rate of **10%** per annum.

If this matter proceeds to legal recovery, we will seek the full debt plus statutory interest of **6%** per annum pursuant to the **Civil Judgments Enforcement Act 2004 (WA)**, along with all legal costs.

Additionally, an **administration fee** will be applied to the outstanding account and is as follows:

- **Second Reminder (14 days late):** A one-off **\$10 admin fee** is applied.
- **Final Notice and phone call (30 days late):** An additional **\$15 communication fee** is applied. The account is referred to a debt collection/legal recovery, and the client is liable for all associated costs.

5. Cancellation Policy

If the Client needs to cancel or reschedule the service, they must notify the Service Provider at least **24hours** in advance. Failure to provide adequate notice may result in a cancellation fee **of up to 25%** of the quoted service price, to compensate for the Service Provider's lost time and scheduling costs.

6. Weather Conditions

The Service Provider reserves the right to cancel or reschedule appointments due to adverse weather or fire danger risks. This precaution is taken to ensure personnel safety and prevent turf damage. We will contact the Client promptly to arrange an alternative date.

7. Limitation of Liability

The Service Provider shall maintain liability insurance and will not be held liable for any damage to property caused by pre-existing conditions or hazards not disclosed by the Client, or for any damage that could not have been reasonably avoided during the performance of the service. To the maximum extent permitted by the **Australian Consumer Law (WA)**, the Service Provider is not liable for any indirect or consequential loss. Our total liability for any claim arising out of these terms is limited to the value of the services provided."

8. Marketing and Portfolio

- The Service Provider is proud of their work and may wish to use images or videos of the completed project for promotional purposes (e.g., website, social media, print portfolios).
- The Client grants the Service Provider a non-exclusive, royalty-free license to use such media for promotional purposes.
- The Service Provider agrees not to capture or publish any images containing the Client's personal belongings, sensitive information (e.g., mail, documents, photographs), or anything that could identify the residents' privacy.
- If the Client does not wish for their property to be used for promotional purposes, they must express this in writing (e.g., via email) before the service begins. An opt-out will be respected at no extra cost.

9. Governing Law

This Agreement is governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them.

10. Signatures

By accepting the attached quote, the Client acknowledges that they have read, understood, and agree to be bound by all terms and conditions outlined in this Service Agreement. Acceptance of the quote constitutes a digital signature and forms a legally binding contract.

Service Provider: Aremma Home Services

Date: The date of Client's acceptance of the quote, as recorded by the Service Provider.

[End of Agreement]