

Terms and Conditions

1. Landscaping Services

(a) BWH Contracting Pty Ltd agrees to perform landscaping works outlined in the accepted quote. In the event the client changes the scope of works in any way after acceptance of any quote the cost of services and materials may increase (see section 5)

(b) Upon acceptance of a quote and payment of required deposits the client agrees to the terms and conditions set out by BWH Contracting Pty Ltd and agree to compensate BWH Contracting Pty Ltd for the sum stated in the accepted quotation.

2. Client Responsibilities

The client shall be responsible for the following to ensure BWH Contracting Pty Ltd can sufficiently perform any services as outlined in an accepted quotation.

(a) Accurately apprise BWH Contracting Pty Ltd to the property lines of the property to ensure that no works encroach on any third party property.

(b) Accurately apprise BWH Contracting Pty Ltd to any subservice utility including but not limited to gas lines, water and electricity

(c) Obtaining any required certificates or approvals required by local councils or departments

3. BWH Contracting Pty Ltd Responsibilities

(a) Obtaining any permits required to carry out required works

(b) Oversight of materials to be purchased and delivered to perform works

(c) Clean the property and remove debris that has arising from any landscaping works

(d) Obtain liability insurance to the minimum value of 10,000,000.00

4. Deposits and Payments

(a) 10% Deposit required upon acceptance of all quotes

(b) 20% of remaining balance required 1 week prior to commencement of works

(c) BWH Contracting Pty Ltd reserves the right to request addition deposits.

(d) BWH Contracting Pty Ltd reserves the right to request progress payments which must be payed upon invoice

(e) All payments must be made within 5 business days from receipt of invoice

(f) Full payment must be made upon completion of all works within 3 business days from receipt of invoice

5. Variations

- (a) Variations must be requested in writing
- (b) Variations and variation costs must be approved in writing prior to commencement of variation works
- (c) All variations that require addition labour will be charged at \$155 per hour
- (d) Variations requiring additional materials will be charged at cost plus 10%
- (e) Approved variations must be paid for in full upon variation invoice being issued

6. Indemnification

- (a) The client agrees to indemnify, defend and protect BWH Contracting Pty Ltd and any of its employees from and against any law suits and costs of any kind pertaining to the works carried out, any false information delivered by the client pertaining to the property, or failure to deliver any relevant information.

7. Delays

- (a) BWH Contracting Pty Ltd, hold no responsibility for any delays in completion arising from weather, material availability, approved variations or any other event outside of its control

- (b) BWH Contracting Pty Ltd reserves the right to adjust any completion dates due to delays.

8. Defects

- (a) BWH Contracting Pty Ltd will rectify any defect that is proven to be caused by workmanship or product defects.
- (b) BWH Contracting Pty Ltd will not accept liable for any damage or defect caused by the misuse, wear and tear or any other negligent action.