



Terms and Conditions of trade

1. Definitions

In these conditions unless the context otherwise requires:

- Supplier means Outdoor Edge Landscapes
- Buyer means the person, or entity buying the Services from the Supplier.
- Service/s means the products and/or services provided by the Supplier to the Buyer.
- Contract means the contract containing these terms and conditions between the Buyer and the Supplier for the purchase and supply of the Services.
- Contract Price means the price of the Service as agreed between the Buyer and the Supplier.
- Commencement Date means the date of acceptance.
- Quotation shall mean the offered price for named Services only.

2. Quotation

The Buyer may request a written Quotation from the Supplier setting out the price and nature of the Services to be supplied. The Buyer may accept the quotation within 30 days of the date of the Quotation, after which time the Quotation lapses.

3. Acceptance

Acceptance by the Buyer of these terms and conditions governing the supply of the Services will be evidenced

- a) by the Buyer paying the deposit specified in the Quotation,
 - b) by the Buyer accepting a quotation either verbally or in writing (email/letter) to the Supplier,
- or, in the absence of a quotation,
- c) by the Buyer placing an order with the Supplier to commence supply of the Services. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

The Buyer accepts that provision of the Services may include use of hazardous materials on site.

4. Terms and Conditions

These terms and conditions shall apply to all contracts between the Buyer and the Supplier from the Commencement Date.

5. Contract Price

5.1 The Contract Price shall be the amount of the Quotation unless

- a) the price of third party supplied goods has changed since acceptance of the Quotation or placement of an order or,
- b) additional work or time is required because
 - i) site complications are encountered (rocks / rocky soil or rock reefs / rain or flooding / underground services or obstacles / access / power or water supply / etc.), or
 - ii) the Buyer has changed the design specifications from those in the Quotation; and the Supplier has advised the Purchaser accordingly.

5.2 In the absence of a Quotation, the Contract Price shall be invoiced by the Supplier following supply of the Services ordered.

6. Access to Premises

- a) The Client shall be available at agreed times to allow access to the premises for delivery and performance of the Service. Failure to provide adequate access may delay completion of the Service for which the Client shall take full responsibility.
- b) All care will be taken for any keys to the premises provided by the Buyer however the Supplier accepts no responsibility for lost or stolen keys provided by the Buyer.
- c) The Supplier shall make every attempt to secure the premises upon each departure, however the onus is on the Buyer to secure the premises and the Supplier accepts no responsibility for premises left unsecured or unattended.

7. Payment

- a) The Contract Price may be invoiced in full or in parts. Payment of an invoice is required within 7 days of its date.
- b) The Supplier reserves the right to change the Contract Price pursuant to paragraph 5.
- c) Payment may be made by cash, cheque, bank cheque, or by electronic funds transfer to a nominated bank account.
- d) Where an interim invoice has been provided and payment not received within 7 days of its date, the Supplier may cease supply of the Service until payment is received. This is without prejudice to any other remedy for payment that the Supplier may pursue.



- e) The Buyer acknowledges that invoiced amounts that remain unpaid after 7 days of the date of an invoice are recoverable from the Buyer as a debt.
- f) Where invoices remain unpaid after 7 days from their date or the Supplier believes the Buyer is unable to meet its debts as and when they fall due, the Supplier shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed and all amounts owing to the Supplier shall, whether or not due for payment, immediately become payable.
- g) The Supplier will not be liable to the Buyer for any loss or damage the Buyer suffers because the Supplier exercised its rights under this paragraph 7.

8. Reservation of title and the Personal Property Securities Act 1999.

- a) Ownership and title of the goods remains with the Supplier until the Contract Price and all other monies owing by the Buyer, under the contract or any other contract with the Buyer, have been paid in full.
- b) The Contract constitutes a security interest in the goods supplied by the Supplier to the Buyer for the purposes of the Personal Property Securities Act 1999 as security for payment by the Buyer of all amounts due under the Contract, including any future amounts.
- c) The Buyer agrees to treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the goods have become fixtures at any time before payment has been made for them.

9. Dispute resolution

The Supplier will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

10. Warranty

The Supplier warrants that it will repair or make good any defects in the Services supplied if written notice of any such defect is received by the Supplier within thirty (30) days from the date the Services were completed.

11. Liability

The Supplier shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Supplier's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Supplier, its servants, agents or contractors, nor shall the Supplier be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Supplier against any claim by any such person.

12. Governing Law

This Agreement is governed by the laws of Victoria and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts and tribunals of Victoria.