TERMS OF TRADE

Clifton Partners Gardening

Terms and conditions for all quotes, services and invoices

Document	Terms of Trade
Version	V01, 14 October 2026
Status	Issued

1. General

1.1 In these Terms, "we", "us" and "our" mean Clifton Partners Gardening, and "you" and "your" mean the customer who has asked us to supply gardening, landscaping or maintenance services, plants or materials.

1.2 These Terms apply to every quote we give and every job we do, unless we have agreed something different with you in writing.

1.3 By accepting a quote, booking a service or letting us start work, you agree to these Terms.

1.4 If anything in your own order, purchase order or other document conflicts with these Terms, these Terms apply unless we agree otherwise in writing.

1.5 Any change to these Terms must be agreed in writing by us. Email is accepted.

2. Quotes and pricing

2.1 Unless stated otherwise, our prices exclude GST, and GST is added to the invoice.

2.2 Quotes are valid for 14 days from the date of issue.

2.3 Quotes are based on what we can see at our site inspection and the information you give us. If conditions are different from what we could reasonably see (for example buried rubble, rock, hidden tree roots, unmarked services or more green waste than expected), we'll talk to you before doing any extra work, and it will be charged as a variation under clause 7.

2.4 Hourly and recurring maintenance work is charged at our current hourly rate for the time spent on site, plus any materials and tip fees, unless a fixed price has been agreed.

2.5 Our quoted price includes removal of the green waste described in the quote. Extra green waste, rubbish or other materials may be charged at our standard rates and tip fees.

3. Deposits and progress payments

3.1 For larger jobs, or where we need to buy plants, soil, mulch, turf or other materials, we may ask for a deposit before we book the work or place orders. Any deposit will be shown on your quote.

3.2 For jobs that run over several days or weeks, we may invoice progress payments at set stages, as set out in your quote.

4. Payment terms

4.1 Payment is due within 7 days of the invoice date, unless we have agreed other terms with you in writing.

4.2 You can pay by bank transfer (EFT) to the account shown on the invoice, by credit or debit card, or by cash. Please use your invoice number as the payment reference.

4.3 You must not deduct or set off any amount from an invoice, except an amount that is genuinely in dispute under clause 13 or as the law allows.

4.4 If an invoice isn't paid by the due date, we may pause further work, including scheduled maintenance visits, until the account is paid.

5. Overdue accounts

5.1 If an invoice is overdue, we'll send you a reminder.

5.2 Accounts more than 30 days overdue may be charged interest at the rate set under the Penalty Interest Rates Act 1983 (Vic), calculated daily from the due date until paid.

5.3 You must pay our reasonable costs of recovering an overdue amount, including debt collection agency fees and legal costs we actually incur.

5.4 If an account remains unpaid, we may take legal action to recover it.

6. Credit and accounts

6.1 We don't offer credit unless we have agreed it with you in writing.

6.2 Strata, body corporate, agency and commercial customers may have account terms agreed in writing, and those terms apply to their invoices.

7. Variations and additional work

7.1 Any work outside the scope of your quote is a variation. We'll discuss it with you before we do it.

7.2 You can approve a variation verbally or in writing, including by email or SMS.

7.3 Variations are charged at the price we agree with you or, if no price is agreed, at our standard hourly rate plus materials and tip fees.

7.4 If work is delayed or extended because of you (for example no access on the day, or changes to the job once we've started), we may charge for the extra time.

8. Scheduling, weather and access

8.1 Booking dates and times are estimates. Weather, ground conditions, supplier delays and other jobs may affect them, and we'll let you know if your booking needs to move.

8.2 You must give us safe and clear access to the work area on the booked day, including unlocked gates, pets secured and vehicles moved where needed.

8.3 If we can't access the property or carry out the work on the booked day because of something within your control, we may charge for the wasted visit.

9. Your responsibilities and site safety

9.1 Before work starts, you must tell us about anything on the site that could be damaged or be a hazard, including underground services, irrigation lines, cables, septic systems, asbestos, unstable structures, or chemicals stored on site.

9.2 We'll take reasonable care around anything you have told us about or that we can reasonably see. To the extent the law allows, we're not responsible for damage to services or items that were hidden and that you did not tell us about.

9.3 You're responsible for having any approvals or permits needed for the work (for example tree removal permits or owners corporation approvals), unless our quote says we'll arrange them.

9.4 We may refuse or stop work if we believe conditions on site are unsafe for our staff.

10. Plants, materials and green waste

10.1 Plants and materials we supply remain the property of Clifton Partners Gardening until the invoice for them is paid in full.

10.2 Risk in plants and materials passes to you when they are delivered to the site or installed.

10.3 Green waste and rubbish we remove becomes our responsibility once it leaves your property, and we dispose of it at a licensed facility.

11. Plant care and results

11.1 Plants, turf and seed need regular watering and care after we install them. Because this is outside our control, we can't guarantee that plants, turf or seed will survive or establish.

11.2 Weed control and spraying reduce weeds but can't guarantee they won't come back. Regrowth from seed, runners and roots is normal and is treated at later visits.

11.3 Pruning and hedge trimming results depend on the plant's health, the season and how it responds. We'll prune to the agreed shape and height as best the plant allows.

12. Workmanship guarantee and complaints

12.1 We stand behind our work. If you're not happy with any part of the job, please contact us within 14 days of the work being completed and we'll come back and put it right at no cost, if the issue is caused by our workmanship.

12.2 Photos of the issue help us look into it quickly.

12.3 Our guarantee does not cover damage caused after we leave, such as storms, animals, pests, lack of watering, or changes made by others.

13. Disputes

13.1 If you have a question about an invoice or a concern about our work, please contact us first so we can try to sort it out quickly.

13.2 We'll work with you in good faith to resolve any dispute. If we can't agree, either of us may suggest mediation before taking further action.

13.3 Any part of an invoice that isn't in dispute remains payable by the due date.

14. Cancellations and suspension

14.1 Please give us at least 24 hours' notice if you need to cancel or move a booked visit. If you cancel with less than 24 hours' notice, a $50 admin fee applies.

14.2 If you cancel a job after we've bought plants or materials for it, you'll need to pay for those items, and you'll own them once paid.

14.3 We may cancel or suspend work if you breach these Terms, including by not paying an overdue invoice.

15. Liability

15.1 Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law or any other law that can't be excluded.

15.2 To the extent the law allows, our liability for any failure in our goods or services is limited to supplying the services again, or paying the cost of having them supplied again, or replacing or repairing the goods.

15.3 To the extent the law allows, we're not liable for indirect or consequential loss.

16. Subcontracting

16.1 We may use trusted subcontractors for parts of a job (for example stump grinding). We remain responsible to you for the work.

17. Insurance and safety

17.1 We hold public liability insurance and WorkCover.

17.2 Our staff and subcontractors follow safe work practices, including for chemical use and machinery.

18. Events outside our control

18.1 We're not liable for any delay or failure caused by events outside our reasonable control, such as severe weather, natural disasters, supplier shortages, illness or government restrictions.

19. Privacy

19.1 We collect your personal information to quote, schedule, carry out and invoice our work, and we handle it in line with the Privacy Act 1988 (Cth).

19.2 We may take photos of the work area for our job records. We'll only use photos of your property for marketing with your permission.

20. Governing law

20.1 These Terms are governed by the laws of Victoria, Australia.

Thank you for choosing Clifton Partners Gardening.