



Our terms and conditions updated May 2023:

Thank you for considering Cultivating Community for your possible garden design, build or maintenance services. We specialise in food growing spaces and in particular community garden designs, builds, maintenance and improvement works.

We are an accredited social enterprise organisation and keen to support you with your ideas. From drawings and concepts, builds and information, mowing the lawn to pruning the trees we can cover the service for you.

To help we have outlined below the different steps for domestic clients and nondomestic clients to show upfront the costs and process to yourself as well as terms and conditions for when we enter into an agreement to provide your service.



The pathway to working together:

NONDOMESTIC CLIENTS

STEP ONE – nondomestic clients

For all nondomestic organisations and locations in Melbourne other than those on public housing, a flat rate of \$375 plus GST will be charged for initial consultations, site visit and discussions. These discussions will include concept considerations, suggestions for engagement and a general sharing of knowledge. Outside of Melbourne will require bespoke consideration costs for initial site visits.

You will be asked to sign and scan back this document at Step one.

STEP TWO – nondomestic clients

Following initial consultation should the client wish to proceed a quote will be provided for the creation of concept note and headline plans and headline costings to build. This quote will include time to allow for client questions interactions and amendments on the plan and then a final provision.

STEP THREE – nondomestic clients

Should the client then wish to proceed to build full costings will be provided with a timeline of activity (assume currently (August 2022) 12 weeks minimum from agreement). A discount of \$375 will be applied to the total cost of the build and agreements signed.

DOMESTIC CLIENTS

STEP ONE – Domestic Clients

An organisation team member will contact you to discuss your requirements. They may ask for this to be an online consult that will include videos and pictures of the space you want maintained. From this online session a quote will be provided for your maintenance services. Should a Metro Melbourne site visit be required for larger design, construction and build services this will be charged at \$275 plus GST and discounted from any agreed construction services over \$1k. Any site visit for design and build services outside Metro Melbourne will have an hourly rate for travel, attendance and travel costs included that will be applied as discount to any agreed contracted work.



Please note that currently Domestic Garden Maintenance is not available outside of Metro Melbourne. Domestic garden design and build services are available outside Metro Melbourne.

You will be asked to sign and scan back this document at Step one.

Terms and Conditions for all:

Terms and conditions as outline below will be agreed.

The Company only accepts orders subject to the following conditions to the exclusion of any terms and conditions of the client.

If any of these terms and conditions are held to be unenforceable for any reason, any of the other terms or of the remainder of these terms remain valid and enforceable.

We ask that the client provide a key lead contact to support the success of the project.

1. Fees and Costs

The Company will invoice the Client at the agreed rates as stated in the proposal quote plus GST and will bill according to this agreement and at the times specified. The Agreement can be revised at any time according to these terms and conditions. Any fees will assume the tasks involved will not be more complex than indicated at the time the fees were proposed.

Work incurred by additional instructions will be billed pro rata.

All proposed costings and actions will be presented to the Client on the basis they are valid for 14 days from issue only and subject to the final agreed specification, payment timescales being observed and the supply of all necessary materials being forthcoming from the Client, and or third parties commissioned in collaboration by them when required.

1.1. Payment of Fees

Payment is upon receipt of an electronic invoice to be sent from our Finances Department thi@cultivatingcommunity.org.au and will be drawn against an agreed PO number with the client if they use a PO system or otherwise direct invoice.



Payment terms are 28 days from dated receipt. Any queries regarding a payment must be submitted to the Company within 3 days of payment receipt.

The Client will also reimburse the Company any reasonable costs and expenses in line with agreed discussion. The client will pay by online banking payments.

1.2. Payment Timelines are as follows:

Timeline for each client to be agreed upfront between key contacts at the company, the client, and the Finance Departments.

1.3a Cancellation and Refund Policy for nondomestic clients and public housing locations:

For the company to manage capacity and sustainability we request that should The Client need to cancel as an organisation e.g. Council, School, Private Company any of the following:

- Garden build and constructions at least 4 weeks in advance
- Garden Maintenance services at least 48 hours in advance
- Project Planning Meeting / Site Visit at least 48 hours before a planned meeting

This gives us opportunity to fill the space or time. You can cancel by email or phone directly to your lead contact.

If a client cancels within these timeframes, we will credit their account for a later date the full amount but not offer a refund. These credits can be used towards future requirements but will only be valid for 6 months from date of original event.

If the client does not cancel within these timeframes, they will lose their payment subject to the discretion and guidelines in 1.3c of the company and any reasonable needs.

1.3b Cancellation and Refund Policy for domestic HORTUS customers:



For the company to manage capacity and sustainability we request that individuals (should they be engaging as such) cancel taking part in any of the following:

- Garden build and constructions at least 4 weeks in advance
- Garden Maintenance services at least 48 hours in advance
- Project Planning Meeting / Site Visit at least 48 hours before a planned meeting

This gives us opportunity to fill the space. You can cancel by email or phone directly to your lead contact.

If you cancel within these timeframes, we will credit (if paid in advance) your account a proportion of the fee for a later date but not offer a full refund. These credits can be used towards future requirements but will only be valid for 12 months from date of original event.

1.3c Cancellation Charges for ALL CLIENTS:

Cancellations made to construction works less than 4 weeks will incur a charge of all materials purchased in advance and 15% of total quoted labour charge.

Cancellations made within 48 hours prior to maintenance or planning meetings / site visit will not be charged

2. Marketing and Promotions:

As a social enterprise we ask that any recordings, images taken of events that feature the company and taken by the client must seek the permissions of any audiences and the company before distribution and publication.

Likewise, the company will also seek any relevant permissions required from the client and participants before circulation for their own use.

3. Project Evaluation:



The client agrees to participate in our Net Promoter Score Service with each individual commission.

4. **Indemnifications:**

The Client agrees to indemnify the Company against all losses or damages arising directly or indirectly from the company carrying out the client instructions, using, adapting, or including material supplied by the company, its agents or associates.

The client shall be liable in respect of any loss or damage including without limit loss, damage or corruption of any electronic data, audio files or systems, resulting directly or indirectly from the use or misuse of the work provided by the Company.

The company shall be liable in respect of any loss or damage including without limit the loss or damage of reference material, files, negatives, slides, data files, original artworks and the like supplied to the Company and or our agents.

Enabler Costs:

The Client is responsible for any costs incurred as delivery enablers that are more than the amount paid upfront or upon start of project should cancellations, postponements or amendments be made to the project timeframes. Delivery enablers include and are not limited to project management fees for time incurred up to date of cancellation or postponement, or to be incurred as a result of the cancellation or postponement; time spent on set up of the project, time spent on preparing materials not reused for other project and expenses actually incurred for example, and not limited to, the booking of flights/accommodation or venues or incurred as a result of the cancellation or postponement.

5. **Copyright of Materials:**

The Client agrees that any access to use of materials shared via webinars, events, classes or available to download from Cultivating Community lead websites or shared with other online partners is solely for personal, educational and non-commercial or perceived competitive use and attendees and other viewers must not modify, copy, reproduce, republish, or display any content from such locations or projects, including handouts distributed, designs and plans and represent it as its own, upload to a third party, post, transmit or distribute this content in any way except as permitted by law or with the companies express written permission, which the company is entitled, in its absolute discretion, to withhold.



6. **Confidentiality:**

The Company agrees to take all reasonable action to ensure that confidentiality in all aspects of briefing information provided, written and audio materials and access to internal and external websites is maintained by its team, agents and third parties employed by it.

Specific information relating to individuals and organisation in which the company engage during this work must be stored within a good data protection policy arrangement.

7. **Termination of contract:**

The Client may terminate the contract if:

- The Company is in breach of any of the terms of these terms and conditions of this and their contractual document.
- The Company fails to deliver materials as agreed in line with the requirements of the project manager and unless due to force majeure or other reason specified in these terms or
- The Company passes a resolution for winding up or a court makes an order to that effect.
- The Company ceases to carry overall or a substantial part of its business
- The Company becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver, manager, administrator or similar officer is appointed over any of the Clients assets.

8. **Force Majeure:**

To the extent a party's failure to perform its obligations under the Agreement, or its delay in doing so, is the result of a cause beyond its reasonable control, that party will not be in breach of the Agreement or liable to the other in any way whatsoever.



If the delay lasts for more than 30 clear days, the other party may terminate the Agreement with immediate effect.

This excludes Pandemic planning and the mitigation of risks considered.

9. **E&OE:**

All trademarks and copyright for Cultivating Community / Hortus and other materials are recognised. Errors and omissions excluded.

Acknowledgement

I accept the terms and conditions as set out above.

Name:	Signature:
Date:	Location: