



Nomadic Home & Garden Pty Ltd
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These Terms and Conditions apply to any order placed by a Customer for any Goods and/or Services provided by Nomadic Home & Garden Pty Ltd.

1. For the Purposes of This Agreement: "Agreement" shall mean these Terms and Conditions together with the Quotation;

"Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 of the Competition & Consumer Act 2010 (Cth) as amended from time to time;
"Business Day" means a day on which the banks are open for general banking business in South Australia except Saturday, Sunday, and public or statutory holidays;
"Contractor" means Nomadic Home & Garden Pty Ltd and any representatives acting on its behalf;
"Customer" means any business entity named in the Quotation and/or the paperwork accompanying the Quotation acceptance or otherwise accepting the Quotation, including these Terms and Conditions;
"Goods" means landscaping materials, plants, garden supplies, and irrigation components and associated components as specifically described on the Contractor's Quotation, Invoice, and other paperwork supplied to the Customer by the Contractor;
"GST" means Goods and Services Tax payable under the GST Act;
"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth);
"Intellectual Property" means know-how, systems, manuals, trade secrets, copyright, trademarks, eligible layouts, and patents;
"Invoice" means the invoice for payment provided by the Contractor to the Customer for the Works in whole or in part;
"Services" means the landscaping materials, plants, garden supplies, and irrigation components services as described on the Contractor's Quotation, Invoice, and other paperwork supplied to the Customer by the Contractor;
"Site" means the place where the Contractor is to provide the Goods and/or Services to the Customer as outlined in the Quotation;
"Quotation" means any quote for Goods and/or Services provided to the Customer by the Contractor from time to time;
"Works" means any and all Goods and/or Services provided by the Contractor to the Customer.

2. Quotation

2.1 The Contractor shall specify in the Quotation the Goods and Services required to carry out the Customer's instructions and outline an estimate of the Contractor's charge for the performance of such Services and the cost of the Goods.

2.2 The Quotation will list exclusions that are not included in the Quotation price. Should the Customer require these matters to be undertaken by the Contractor, they are to be variations under clause 10 of this Agreement.

2.3 The Contractor need not supply or provide the Goods and/or Services until the Customer accepts the Quotation and this Agreement.

2.4 Quotation prices will remain current for fourteen (14) days from the date of the Quotation, unless otherwise stated or discussed. Extensions are possible; however, additional costs may apply due to factors such as vegetation growth and site conditions.

2.5 Unless otherwise stated, the price for the Goods and Services is GST exclusive.

2A. Accepted Quotes and Price Validity

2A.1 Accepted quotes are based on a fixed price estimate, provided that Works commence on or before the quote expiry date.

2A.2 If Works are unable to be scheduled within this timeframe due to deposit payment delays or other delays outside of Nomadic Home & Garden Pty Ltd's control, the quoted price is subject to adjustment.

2A.3 Additional charges may apply to account for increases in material costs, plant growth variations, dumping fees, and other related expenses incurred as a result of the delay.

2A.4 Nomadic Home & Garden Pty Ltd reserves the right to update and reissue the quote should such circumstances arise.

2B. Time-Sensitive Works and Completion Timeframes

2B.1 Certain Works are time-sensitive due to factors including but not limited to seasonal conditions, plant growth cycles, site condition changes, regulatory requirements, and scheduling constraints. Where a Quotation is identified as time-sensitive, the Customer acknowledges that the Works must commence and be substantially completed within four (4) to six (6) weeks of the Quotation acceptance date, unless otherwise agreed in writing.

2B.2 If Works are not commenced or completed within this timeframe due to delays caused by the Customer, including but not limited to delayed deposit payment, lack of site access, design changes, or postponed scheduling, the Contractor reserves the right to:

(a) conduct a final site inspection prior to commencement or continuation of Works; and

(b) adjust the quoted price to reflect changes in site conditions, plant growth, material costs, labour requirements, disposal costs, or other factors reasonably arising from the delay.

2B.3 Any price adjustment under this clause will be communicated to the Customer and may result in a revised quotation being issued prior to Works proceeding.

Where a revised quotation is required due to Customer-caused delays, the Contractor may charge a reasonable fee for site reinspection, administrative time, and quote revision.

3. Price

3.1 The price payable by the Customer to the Contractor for the Goods and/or Services is the price specified in the Quotation, which can be varied in accordance with this Agreement.

4. Acceptance

4.1 The following shall be deemed acceptance by the Customer of the Quotation and the Agreement:

4.1.1 The Customer returning the Quotation acceptance to the Contractor with the Customer's signature.

4.1.2 A written acceptance, whether by post, email correspondence, fax, or other means, which states that the Customer accepts the Quotation.

4.1.3 Payment of the deposit as specified in the Quotation to the Contractor.

4.1.4 The Customer instructing the Contractor to commence work at the Site.

4.1.5 Acceptance of the Quotation via the Tradify software, whereby the Customer clicks the "Accept" button on the digital quote received. By selecting the "Accept" button, the Customer acknowledges and agrees to be bound by the terms and conditions set forth in the Scope of Work.

4.1.6 Where a formal written Quotation is not requested, issued, or accepted before the commencement of Works, the Customer acknowledges and agrees that acceptance of the Contractor's Goods and/or Services may occur by verbal instruction, telephone conversation, text message, email, electronic communication, digital correspondence, request for attendance, request to commence Works, provision of Site access, or any other conduct indicating that the Customer or an authorised representative has requested, approved, arranged, or accepted the Works.

4.1.7 By requesting, booking, approving, authorising, arranging, accepting, or allowing the Contractor to commence Works by any of the methods listed in clause 4.1.6, the Customer and/or any third party acting on behalf of the Customer agrees to be bound by these Terms and Conditions, including the Contractor's payment terms, late payment fees, debt recovery rights, collection costs, legal costs, and all other rights and obligations contained in this Agreement.

4.1.8 The Customer acknowledges that these Terms and Conditions apply whether the Works are arranged by formal quotation, invoice, email, telephone, text message, verbal instruction, digital communication, or other form of instruction, unless the Contractor has expressly agreed otherwise in writing before the Works commence.

4.2 Prior to accepting the Quotation, it is the responsibility of the Customer to carefully review the Scope of Work and all itemised lines to ensure full agreement with the details contained therein. This review is necessary to avoid any misunderstandings or errors, and to ensure the Customer is receiving the services they have requested. Upon acceptance of the Quotation, the Contractor shall perform

the work as described in the Scope of Work. Any additional requests, variations, or modifications beyond the Scope of Work shall be considered additional work and will be subject to additional charges, which will be included in the final invoice.

5. Ongoing Maintenance and Service Agreements

5.1 Where the Quotation relates to ongoing garden maintenance, property maintenance, commercial maintenance, scheduled servicing, or any other recurring service arrangement, the Customer acknowledges and agrees that the pricing may be offered on the basis of a minimum service commitment period, as stated in the Quotation.

5.2 Unless otherwise stated in the Quotation, any discounted ongoing service price is provided on the basis of a minimum twelve (12) month service commitment. This allows the Contractor to provide reduced pricing, allocate staff and resources, maintain consistent scheduling, and avoid the need to prepare new quotes and agreements each year where services are continuing.

5.3 At the end of the initial twelve (12) month service period, the Agreement will automatically renew for further twelve (12) month periods where services continue beyond the initial term, unless either party provides written notice not to renew at least thirty (30) days prior to the renewal date.

5.4 The Contractor may provide a renewal reminder or updated pricing prior to the renewal date. Any changes to pricing, service frequency, scope, scheduling, or other material terms will be provided to the Customer in writing.

5.5 If the Customer wishes to cancel an ongoing service agreement before the end of the applicable twelve (12) month term, the Customer must provide written notice to the Contractor. The Customer acknowledges that early cancellation may result in the Customer being liable for any reasonable costs, losses, administrative expenses, scheduled labour costs, loss of opportunity, or remaining contract value incurred by the Contractor as a result of the early cancellation, subject always to the Australian Consumer Law.

5.6 Where a missed service, delay, rescheduling issue, staff absence, weather event, site access issue, third-party interference, or other matter outside the Contractor's reasonable control affects the timing of a scheduled service, this does not automatically cancel, terminate, or waive the ongoing service agreement. The Contractor will use reasonable efforts to reschedule or rectify the affected service as soon as practicable.

5.7 The Customer must not engage any current or former employee, contractor, subcontractor, or representative of the Contractor to perform services directly where those services relate to, replace, or interfere with an active Quotation, Agreement, or ongoing service arrangement between the Customer and the Contractor, unless the Contractor has provided written consent.

6. Subcontractors

6.1 The Contractor may, at its sole discretion, engage subcontractors to perform certain tasks related to the

provision of Goods and/or Services. The Contractor shall ensure that any subcontractors engaged are bound by the same terms and conditions outlined in this Agreement.

6.2 The Customer agrees that the Contractor remains fully responsible for the performance of the Goods and/or Services, even if subcontractors are engaged. Any actions or omissions by subcontractors shall be treated as if performed by the Contractor.

6.3 The Customer shall hold the Contractor harmless from any claims, damages, or liabilities arising from the subcontracted work, provided the subcontractor complies with the terms of this Agreement.

6.4 The Contractor reserves the right to substitute or change subcontractors at any time, provided that the subcontractor's work continues to meet the standards outlined in this Agreement.

7. Deposits

7.1 A deposit may be requested at the discretion of the Contractor, and a deposit will be required for new clients. For works exceeding \$2,000, a deposit of 50% of the total price of the Quotation shall be payable. For works exceeding \$1,500 but not exceeding \$2,000, a deposit of 25% of the total price of the Quotation shall be payable. All deposits are due within three (3) Business Days of the Customer accepting the Quotation.

7.2 Unless otherwise specified in this Agreement, all deposits are non-refundable. However, a deposit may be refunded if the Contractor is unable to commence or complete the agreed works due to unforeseen circumstances beyond the Contractor's control. A refund may also be issued if the Customer cancels the Agreement within 24 hours of accepting the Quotation, provided no costs have been incurred by the Contractor. Additionally, if both parties mutually agree to terminate the Agreement before any work has commenced, the deposit may be refunded. If a refund is applicable, it will be processed within 10 Business Days.

8. Payment

8.1 Payment for Goods and/or Services must be made in full by the Customer to the Contractor within one (1) Business Day after the service is completed as per the invoice unless prior arrangements have been made. Commercial clients are required to make payment within seven (7) days of invoice issuance. Payment arrangement changes may be discussed after the first invoice has been settled.

8.2 The provisions of the Building and Construction Industry Security of Payment Act 2009 (SA) may apply, at the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services.

8.3 If the Customer fails to make any payment for the Goods and/or Services when payment falls due, then the Customer may, without prejudice to any other right or remedy of the Contractor:

8.3.1 Be charged interest at a rate of 5% per month cumulative, calculated on a day-to-day basis on any monies owed to the Contractor. The parties agree that such amounts are not a penalty, but a true measure of the

damages incurred by the Contractor. Payments received from the Customer will be credited first against any account-keeping fees and interest, and all such fees shall be payable by the Customer on demand from the Contractor.

8.3.2 Be charged an administrative fee of \$30.00 AUD for each time the Contractor has to follow up with the Customer for late payment.

8.3.3 Pay the Contractor for any costs, expenses, or losses incurred by the Contractor as a result of the Customer's failure to pay all sums outstanding, including but not limited to debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

8.4 A "Large Job" is defined as a job above \$10,000 or works deemed extensive or requiring extreme labour by the Contractor.

8.5 Suspension of Works for Non-Payment If any invoice issued under this Agreement remains unpaid after the due date, the Contractor reserves the right to suspend the Works, in whole or in part, until payment is brought up to date. Any suspension under this clause shall entitle the Contractor to an extension of time for completion of the Works, and the Contractor shall not be liable for any delay or costs arising from such suspension.

8.6 Progress and Part Payments For Works that extend beyond one (1) week, span a weekend, or are staged over multiple visits, the Contractor may issue progress or part-payment invoices during the course of the Works. Progress payments are typically issued in increments of approximately twenty-five percent (25%) of the quoted price but are not limited to this structure and may vary depending on the nature, duration, and staging of the Works. The Customer agrees to pay all progress or part-payment invoices in accordance with the payment terms stated on the invoice. The Contractor reserves the right to pause or reschedule further Works in accordance with clause 8.5 if any progress or part payment is not made when due.

8.7 Statutory Liens, Charges and Security for Unpaid Works

8.7.1 Where the Contractor has supplied Goods and/or Services in relation to land, buildings, improvements, landscaping, construction, renovation, maintenance, repair, installation, or any other Works connected with real property, and the Customer fails to pay any Invoice when due, the Contractor reserves the right, to the fullest extent permitted by law, to take any steps available to it to secure payment of the outstanding amount.

8.7.2 Without limiting any other rights or remedies available to the Contractor under this Agreement, at law, in equity, or under any applicable legislation, the Contractor may, where applicable, seek to register, lodge, claim, enforce, or otherwise rely upon any statutory lien, worker's lien, charge, caveat, security interest, payment claim, or other lawful security or recovery mechanism available in relation to the Site, the Works, the Goods, or the Customer's property.

8.7.3 This may include, where applicable, rights available under the Worker's Liens Act 1893 (SA), the Building and Construction Industry Security of Payment Act 2009 (SA), the Personal Property Securities Act 2009 (Cth), or any other relevant legislation.

8.7.4 The Customer acknowledges and agrees that unpaid amounts may result in the Contractor taking steps to secure or recover the debt against the property or Site to which the Works relate, subject always to the Contractor's legal entitlement to do so.

8.7.5 The Customer must pay all reasonable costs, expenses, disbursements, registration fees, lodgement fees, legal costs, debt recovery costs, administrative costs, and other charges incurred by the Contractor in connection with preparing, lodging, registering, maintaining, enforcing, withdrawing, or discharging any lien, charge, caveat, security interest, payment claim, or other recovery action arising from the Customer's failure to pay.

8.7.6 Nothing in this clause limits the Contractor's right to recover unpaid amounts through debt collection, legal proceedings, suspension of Works, repossession of Goods, Security of Payment processes, or any other remedy available under this Agreement or at law.

8.8 Third-Party Funders, Providers and Authorised Representatives

8.8.1 Where Goods and/or Services are requested, booked, approved, authorised, arranged, or accepted by a third party on behalf of a Customer, including but not limited to an NDIS provider, plan manager, support coordinator, insurer, property manager, builder, agent, family member, carer, organisation, company, government body, or other representative, that third party warrants that they have authority to engage the Contractor and approve the Works.

8.8.2 Unless otherwise agreed in writing by the Contractor, any person or entity that requests, books, approves, authorises, arranges, or accepts the Works is jointly and severally liable with the Customer for all amounts payable under the Quotation, Invoice, and this Agreement.

8.8.3 The Customer and any third party engaging, arranging, approving, or authorising the Works acknowledge that payment is not conditional upon reimbursement, funding approval, NDIS approval, insurance approval, grant funding, finance approval, internal approval, or payment by any other person or entity, unless the Contractor has expressly agreed to that condition in writing before the Works commence.

8.8.4 Where the Works are to be funded or paid by a third party, the Customer remains liable for payment of all Invoices unless and until the Contractor receives cleared funds in full.

8.8.5 If any third-party payer, provider, plan manager, insurer, agency, organisation, or other nominated payer refuses, delays, disputes, or fails to make payment, the Contractor may recover the outstanding amount from the

Customer, the party who engaged or authorised the Works, and/or any other party legally liable for the debt.

8.8.6 The Contractor is not responsible for disputes between the Customer and any third-party funder, provider, plan manager, insurer, agency, organisation, or other nominated payer.

9. Customer to Supply Own Goods

9.1 If the Customer is to supply their own goods, then these goods must be ready and available to the Contractor on Site by the date that the Contractor advises the Customer that Works will commence on Site.

9.2 In the event that the Contractor's Works are delayed due to the Customer's failure to supply the goods by the date on which the Works are to commence on Site, the Contractor shall be entitled to charge the Customer for the time spent waiting for the arrival of the goods, during which time the Contractor is unable to proceed with the Works on Site. The applicable charges for such waiting time shall be as follows: For residential customers: \$90.00 per worker, per hour plus GST on weekdays, and \$135.00 per worker, per hour plus GST on weekends. For commercial customers: \$135.00 per worker, per hour plus GST on weekdays, and \$185.00 per worker, per hour plus GST on weekends. The Customer agrees to pay these charges upon demand.

9.3 The terms at clause 24 will not apply to any goods supplied by the Customer.

10. Variations

10.1 Any oral and/or written variations sought by the Customer relating to Works in progress and/or to be undertaken by the Contractor are subject to approval by the Contractor.

10.2 The Contractor will be entitled to vary any Quotation provided to the Customer if:

10.2.1 The Customer requires a variation, orally or in writing, which is accepted by the Contractor; or

10.2.2 The Customer provides incomplete or inaccurate information to the Contractor for it to complete the Works, in which case the Customer will be liable to pay all additional costs as a result of the variation or providing incomplete or inaccurate information.

10.3 Requests for Additional Work: Where the Customer makes requests or additional work is required beyond the original scope, the Contractor will endeavour to provide estimated pricing where possible. However, due to the variable nature of such work, exact pricing may not always be available prior to commencement. A formal quote may be provided upon request. The Customer acknowledges and accepts responsibility for any delays resulting from the request or approval process for additional works, including delays in decision-making, access, or scope clarification. The Contractor reserves the right to suspend the Works until written agreement is received for any variation or additional work requested.

11. Pressure Limiting Valve and Recommendation to Upgrade Plumbing System – If Applicable

11.1 In circumstances where the pressure on an irrigation system's water line exceeds 500KPA, the Contractor is legally required to install a pressure limiting valve.

11.2 The Contractor may, from time to time, recommend that the Customer upgrade their plumbing or irrigation system.

11.3 If the Customer instructs the Contractor not to install a pressure limiting valve or to upgrade their plumbing or irrigation system in accordance with the Contractor's recommendations, then:

11.3.1 The Customer shall bear all liability in relation to any loss or damage that occurs as a result of the absence of a pressure limiting valve or system upgrade and hereby indemnifies the Contractor against any and all such losses; and

11.3.2 The Contractor shall not be liable for any loss or damage whatsoever that may arise from the Customer's instruction not to install the pressure limiting valve or upgrade the plumbing or irrigation system.

12. Cancellation

12.1 The Contractor:

12.1.1 May cancel its obligations to supply the Goods and/or Services under the Agreement by giving written notice to the Customer at any time before the deposit is paid by the Customer under clause 7; or

12.1.2 May, if the Customer has breached the Agreement and the Contractor has given the Customer written notice of the breach providing them seven (7) days to remedy the breach and the Customer has failed to remedy the breach within this timeframe, cancel its obligation to supply the Goods and/or Services remaining under the Agreement by giving written notice to the Customer; and

12.1.3 May immediately cancel the Agreement if the Customer:

12.1.3.1 Is declared bankrupt; or

12.1.3.2 Has a receiver, agent, or manager appointed for all or substantially all of the property of the Customer; or

12.1.3.3 Enters into an arrangement or composition with its creditors; or

12.1.3.4 Becomes insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth).

12.1.4 Shall not be liable for any loss or damage from the cancellation of the Agreement under this clause.

12.2 The Customer:

12.2.1 May cancel its obligations under the Agreement by giving written notice to the Contractor at any time before the deposit is paid by the Customer under clause 7; and

12.2.2 May immediately cancel the Agreement if the Contractor:

12.2.2.1 Is declared bankrupt; or

12.2.2.2 Has a receiver, agent, or manager appointed for all or substantially all of the property of the Contractor; or

12.2.2.3 Enters into an arrangement or composition with its creditors; or

12.2.2.4 Becomes insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth).

12.2.3 Acknowledges that if cancellation occurs under clause 12.2.1, the Contractor may, at its discretion,

invoice the Customer for any reasonable administrative or quoting costs incurred in preparing the Quotation or communicating regarding the proposed Works. Any such charges will be detailed and invoiced accordingly.

12.3 Refunds & Cancellation Costs:

12.3.1 If the Customer cancels the Agreement outside of clause 12.2, the Customer must reimburse the Contractor for any costs, expenses, or losses incurred by the Contractor as a result of the Customer's cancellation. The Customer must make payment for such cancellation costs within seven (7) days from receipt of an invoice from the Contractor detailing such costs.

12.3.2 Unless otherwise specified in this Agreement, all deposits are non-refundable as per clause 7.2.

12.3.3 If the Customer cancels the Agreement after work has commenced, the Customer shall be liable for all direct and indirect damages and losses resulting from the cancellation. This includes, but is not limited to:

a) Payment for all work completed up to the date of cancellation, calculated based on labour, materials, and associated costs incurred by the Contractor.

b) Reimbursement for materials ordered or purchased for the project, unless the Contractor is able to return them for a full refund.

c) Compensation for scheduled wages for the Contractor's employees and subcontractors for the duration of the works in which the cancellation occurs, to the extent that those workers were allocated to the project and could not be reassigned to alternative work.

d) Any additional costs incurred due to the cancellation, including administrative costs, loss of opportunity, and rescheduling expenses.

e) If a refund is applicable under this clause, it will be processed within ten (10) Business Days, subject to the Contractor's ability to recover costs and materials. Please note that the date payment is received is not controlled by Nomadic due to bank processing times

13. Extension of Time

13.1 The Contractor shall be entitled to an extension of time to complete the Works if the supply of Goods or the provision of the Services is delayed through no fault of the Contractor.

13.2 Indicative Timeframes Any timeframes or completion dates provided by the Contractor are estimates only and are not guaranteed, unless expressly agreed in writing. The Customer acknowledges that completion of the Works may be affected by factors including weather conditions, site access, variations, availability of materials, and Customer-caused delays.

14. Site Access, Condition, and Preparation Responsibility

14.1 The Customer is responsible for ensuring that the Site is accessible, free from obstructions, and safe for the Contractor to commence and carry out the Works. This includes removing personal property, vehicles, pet waste, garden furniture, and any other obstacles that may hinder the Contractor's ability to perform the Works efficiently.

14.2 The Customer must provide clear and uninterrupted access to the Site for the duration of the Works. If the Site is not adequately prepared and the Contractor must clear the area before commencing work, the Contractor reserves the right to charge additional fees for time spent on site preparation.

14.3 In the event of delayed completion of the Works due to restricted access, the Customer shall indemnify the Contractor for any additional costs incurred. Any such delays may result in additional charges, as outlined in the Contractor's applicable hourly rate for the Customer type (residential or commercial), plus GST.

14.4 The Contractor shall not be responsible for any damage to items left on the Site if they interfere with the Works and are not removed as requested.

14.5 The Customer is responsible for ensuring that pets and children are kept safely away from all work areas during the provision of Goods and/or Services. This is necessary to maintain a safe environment for all parties and to avoid potential hazards or interruptions to the Works.

14.6 If a scheduled visit cannot proceed due to the Site being inaccessible, including where the Customer is not present to provide access (if required), the Contractor reserves the right to charge a call-out fee. This fee will be charged at a minimum of \$90.00 + GST for residential Customers and \$135.00 + GST for commercial Customers, per visit. Additional costs may apply depending on travel time, scheduling delays, and lost productivity.

15. Environmental Compliance and Waste Disposal

15.1 The Contractor will dispose of all green waste, soil, and debris in accordance with South Australian environmental regulations, including but not limited to the Environmental Protection Act 1993 and local council guidelines.

15.2 The Customer is responsible for obtaining any permits required for waste disposal, site alterations, or vegetation removal, in accordance with local council or state requirements.

15.3 The Contractor shall not be liable for any fines, penalties, or charges incurred due to non-compliance with local environmental laws, including regulations governing waste disposal and environmental impact.

16. Weather Delays

16.1 The Contractor shall not be held liable for delays in completion of the Works due to adverse weather conditions, including but not limited to heavy rain, storms, extreme heat, or other weather events that make the Site unsafe or impractical for work.

16.2 In the event of such delays, the Contractor will notify the Customer as soon as possible and reschedule the Works to the next available suitable date.

16.3 If extreme weather causes damage to the Works already completed, the Contractor is not liable for repairs unless explicitly agreed in writing. Any repairs or additional work required due to weather-related damage will be treated as a variation under Clause 10 of this Agreement.

16.4 If the Customer insists on proceeding with the Works despite the Contractor's recommendation to delay due to weather conditions, the Customer assumes all risks, and the Contractor shall not be liable for any resulting defects, delays, or additional costs.

17. Seasonal Limitations and Scheduling

17.1 The Customer acknowledges that certain landscaping Works are subject to seasonal constraints, such as the best planting periods based on South Australia's climate (e.g., plant growth cycles, dormant periods, or extreme weather conditions).

17.2 The Contractor reserves the right to adjust the schedule of the Works based on these seasonal factors to achieve the best outcomes, in accordance with industry best practices for the region.

17.3 Any rescheduling due to seasonal limitations shall not be deemed a breach of this Agreement, and any associated costs incurred from delays due to weather, plant availability, or other seasonal conditions will be communicated to and agreed upon by the Customer.

18. Plant Health Guarantee

18.1 The Contractor guarantees that all plants supplied and installed by the Contractor are healthy and free from visible defects at the time of delivery.

18.2 The Contractor provides a 30-day plant health guarantee, provided that the Customer follows the Contractor's care instructions regarding watering, fertilisation, and general maintenance.

18.3 This guarantee does not apply to plants that fail due to neglect, improper care, overwatering, underwatering, pest infestations, extreme weather conditions, or interference by third parties.

18.4 The Customer must notify the Contractor in writing within the guarantee period if any plant appears unhealthy or fails to establish. The Contractor will assess the plant, and if deemed to have failed due to a fault in supply or installation, the Contractor will replace it at no cost to the Customer.

18.5 The Contractor is not responsible for plant replacement beyond the guarantee period but may offer replacement plants at an additional cost.

18.6 Plants sourced outside the Contractor's regular wholesale or approved suppliers, including plants specifically requested by the Customer or supplied through third-party nurseries at the Customer's direction, are not covered under the Contractor's plant health guarantee or warranty.

18.7 The Contractor makes no representations or guarantees regarding the longevity, performance, or ongoing health of such plants beyond their condition at the time of installation, subject always to the Customer's rights under the Australian Consumer Law.

19. Pest & Disease Disclaimer

19.1 The Contractor supplies plants in good health at the time of installation, but cannot guarantee that they will remain free from pests and diseases once planted.

19.2 The Contractor is not liable for any pest infestations, fungal infections, or other plant diseases that may develop

due to environmental factors, cross-contamination, or failure by the Customer to follow recommended maintenance practices.

19.3 The Customer is responsible for monitoring plant health and taking necessary steps to manage pests and diseases, such as applying appropriate treatments or engaging pest control services.

19.4 Any requests for pest or disease treatment by the Contractor will be considered additional work and charged accordingly.

20. Water Usage & Restrictions

20.1 The Contractor shall comply with all relevant water usage regulations and restrictions imposed by local authorities at the time of service.

20.2 If water restrictions impact the feasibility of irrigation installations, lawn establishment, or plant watering, the Contractor will advise the Customer on alternative solutions, which may include drought-resistant landscaping, mulching, or modified irrigation systems.

20.3 The Customer is responsible for ensuring ongoing compliance with water restrictions after installation, including adjusting irrigation schedules and maintaining water-efficient practices.

20.4 The Contractor is not liable for plant loss, lawn deterioration, or system inefficiencies due to water restrictions or non-compliance by the Customer.

21. Delay

21.1 In the event that the Contractor's Works are delayed as a result of having to rely on a third party to complete and/or perform other work before the Contractor can perform its Works, then the Contractor will be entitled to charge the Customer for the time spent waiting while the Contractor was unable to undertake the Works on Site at the Contractor's applicable hourly rate for the Customer type (residential or commercial), plus GST, which the Customer agrees to pay upon demand.

22. Maintenance, Aftercare, and Adherence to Contractor Recommendations

22.1 The Customer acknowledges that the long-term success and appearance of landscaped areas depend on appropriate ongoing maintenance, including but not limited to watering, pruning, weed management, fertilisation, and pest control. These requirements may vary depending on seasonal and environmental conditions.

22.2 Unless a separate ongoing maintenance plan is purchased, the Customer remains solely responsible for all maintenance following the completion of the Works. The Contractor does not provide ongoing upkeep unless explicitly agreed to in writing.

22.3 The Contractor may provide aftercare instructions, both written and verbal, including recommendations regarding watering schedules, restricted access to newly installed turf or soft landscaping, exclusion of pets or vehicles, chemical avoidance periods, and pest or disease monitoring and treatment.

22.4 The Customer agrees to follow all reasonable aftercare instructions and recommendations provided by the Contractor. The Contractor shall not be held liable for

any damage, failure, or deterioration of the Works resulting from the Customer's failure to follow such guidance, including but not limited to turf die-off, plant failure, or soil compaction caused by pets, foot traffic, or misuse.

22.5 The Contractor may offer maintenance or aftercare packages at an additional cost, with details to be provided separately upon request. In some cases, particularly for larger-scale projects, the Contractor may provide limited aftercare services as a complimentary inclusion. Any such inclusion will be outlined in the Quotation or confirmed in writing.

23. Buried or Unseen Services

23.1 In the event that buried or unseen services are disturbed or damaged on Site whilst the Goods and/or Services are being supplied by the Contractor, the Contractor will not be liable for any repair work and any repair work required by the Customer will be undertaken by the Contractor and will constitute a variation under clause 10 of this Agreement and will be paid to the Contractor by the Customer, at the Customer's expense.

23.2 The Customer agrees to supply the Contractor with scaled plans of underground pipes and cables on Site at least five (5) Business Days before the Contractor's proposed Works are to commence and to mark out precisely the location where the Goods and/or Services are to take place and the Customer shall be responsible or liable for any loss, damage or costs of alterations or repositioning of the location of the Goods and/or Services in the event that the Contractor incurs losses in that regard if the Customer's instructions are incorrect or not provided and the Services are provided in a position that does not comply with all relevant legislation, regulations, standards or guidelines. The Contractor is not required to follow up the Customer for these plans, it is an obligation of the Customer to undertake the matters outlined in this clause.

23.3 If the Customer fails to provide the Contractor with the appropriate plans for the Site, the Customer will indemnify the Contractor from any and all claims for costs, expenses, and/or losses it has against the Contractor and that any third party may have against the Contractor resulting from the Customer's failure under this clause.

24. Ownership and Risk

24.1 The Contractor remains the owner of the Goods until payment has been made in full to the Contractor.

24.2 The Customer must not sell or otherwise deal with the Goods until payment has been made in full to the Contractor.

24.3 Upon delivery of the Goods by the Contractor to the Site, the Customer bears any and all responsibility and liability in ensuring the Goods are secured.

24.4 Notwithstanding clauses 24.1, 24.2, and 24.3 risk of loss of, or damage to, the Goods passes to the Customer upon delivery.

24.5 The Customer is liable to reimburse the Contractor for any theft of Goods at, or from, the Site during the completion of Works through the Customer's insurance scheme or otherwise, and if the Works have already been completed (or part thereof) before the theft, the Customer

is also liable to the Contractor for the costs of resupplying the Goods and/or Services to repair any loss and damage resulting from the theft.

24.6 The Customer is liable for maintaining insurance against theft on Site and for all Goods from arrival at the Site. The Customer is also liable to ensure that the Site is kept securely locked at all times during which the Works are being undertaken by the Contractor and that the Goods are always secure.

24.7 The Customer acknowledges and agrees that a failure to make payment of Invoices when due and payable allows the Contractor, or its employees or agents, the right to repossess any of the Goods (and a license to enter the Site for that purpose should the Site be private property) with or without notice to the Customer and the Customer releases and discharges the Contractor for any and all liability whatsoever in respect of exercising rights to repossess the Goods and any damage to the Site that results from removal of the Goods. Pursuant to this clause, the Customer expressly provides the Contractor with access to, and onto, the Site to repossess the Goods under this clause of the Agreement.

24.8 Nothing in clause 24.7 prevents the Contractor from exercising any legal rights and remedies to recover payment of all amounts due and payable under the Agreement and otherwise at law.

25. Goods and Service Guarantee, Repairs, and Warranty

25.1 Any guarantees under the Australian Consumer Law which cannot be excluded by that statute or by any other law are not intended to be excluded by the Agreement.

25.2 The Customer agrees that the Contractor's liability to the Customer for any breach of any implied terms may, subject to the Australian Consumer Law, be limited to the replacement, or repair or payment of the cost of replacement or repair of the relevant Goods and/or Services.

25.3 The Customer acknowledges that (at the Contractor's option):

25.3.1 The Goods repaired may be replaced by refurbished goods of the same type rather than being repaired;

25.3.2 Refurbished parts may be used to repair goods.

25.4 All Goods and/or Services supplied by the Contractor shall have the benefit of any warranty given by the goods' respective manufacturer.

25.5 Subject to the Customer's rights in relation to Goods and Services, under the Australian Consumer Law and to the fullest extent permitted by law, the Customer agrees that the Contractor will not be liable to the Customer for:

25.5.1 Loss of profit or other economic loss;

25.5.2 Direct or indirect or consequential, special, general or other damages; or

25.5.3 Other expenses or costs arising out of a breach of contract or any common law duty (including negligence) by the Contractor, its agents or employees.

Arising from but not limited to those caused by:

25.5.4 External causes including natural disaster, fire, water, lightning, power surge or spike, accident, neglect, misuse, vandalism;

25.5.5 The use of the Goods and/or Services for other than their intended purpose;

25.5.6 The use with or connection of the Goods and/or Services to items not approved by the Contractor;

25.5.7 The performance of maintenance or attempted repair by persons other than the Contractor or as authorised by the Contractor;

25.5.8 Any configuration or reconfiguration by the Customer.

25.6 No liability is assumed for any consequential damages caused from the use of Goods and/or Services by the Customer.

25.7 The Customer is responsible for any return freight charges for Goods that are returned under warranty.

26. Contractor Liability

26.1 The Contractor shall not be liable for any damage to the Goods and/or Services caused by the Customer or third parties and shall not be required to indemnify any party for any damage caused by others.

26.2 Subject to the Australian Consumer Law, the Contractor will not accept the return of, or give credit for, any Goods and/or Services supplied in accordance with this Agreement.

26.3 The Contractor will not be liable for any delays caused by any person other than the Contractor or any of its representatives.

26.4 Subject to the Australian Consumer Law, the Contractor will not be liable for any consequential or indirect losses.

27. Health and Safety Obligations

27.1 The Contractor agrees to comply with all relevant workplace health and safety legislation, including the Work Health and Safety Act 2012 (SA), while undertaking the Works.

27.2 The Customer must inform the Contractor of any known hazards on the Site, including uneven ground, toxic materials, asbestos, or unsafe structures, prior to the commencement of work.

27.3 The Contractor shall not be held responsible for injuries or damages arising from hazards not disclosed by the Customer, as per the Work Health and Safety Regulations.

28. Personal Property Securities Act 2009 (PPSA)

28.1 Until the Contractor receives payment for all monies owed to it, the Customer acknowledges that the Contractor has a Purchase Money Security Interest (PMSI) which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to the Contractor.

28.2 The Customer acknowledges that the Agreement constitutes a Security Agreement for the purpose of the PPSA.

28.3 On default of payment, the Customer irrevocably permits the Contractor, or any person authorised in writing by the Contractor, upon reasonable notice to enter the

Customer's premises or any premises where the Goods are reasonably believed by the Contractor to be held on the Customer's behalf. The Customer also agrees to indemnify the Contractor for all costs and expenses of recovery of the Goods and losses, if any, on their resale.

28.4 The Customer undertakes to do anything (such as obtaining consents, producing documents or getting documents completed or signed) which the Contractor considers reasonably necessary for the purposes of ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective.

28.5 To the extent permitted by law, the Customer waives its rights to:

28.5.1 Receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d) and 135 of the PPSA;

28.5.2 Redeem the Goods under section 142 of the PPSA;

28.5.3 Reinstate the Security Agreement under section 143 of the PPSA;

28.5.4 Receive a Verification Statement.

28.6 Nothing in this clause prevents the Contractor from taking collection or legal action to recover any monies owed to it from time to time.

29. Instructions and Communications

29.1 The Contractor shall only receive instructions from the Customer signing this Agreement. If the Customer authorises any other employee or agent to give the Contractor instructions in lieu of or in addition to the person signing this Agreement, then the Customer must inform the Contractor of that person's details.

29.2 The Contractor shall not be liable in any way for any losses incurred by the Customer in accepting instructions from the persons contemplated by this clause. The Contractor may elect to communicate by electronic mail or such other form as is convenient and does not warrant that any such communication will be free from defect, virus, or shall otherwise be secure. The Customer hereby acknowledges and agrees to accept such communications and releases the Contractor from all liability in respect of any losses that may be incurred by the Customer from such communications.

29.3 For the purposes of this Agreement, electronic communication, including email, shall be deemed a valid and acceptable method for issuing instructions, providing formal notices, and confirming agreement to variations, cancellations, or any other matters requiring written confirmation between the parties.

30. Defects

30.1 The Contractor will walk through the Site with the Customer at completion of the Works to review the Site for any defects.

30.2 The Customer must inspect all Goods provided on delivery to Site or at completion of the Works, and within seven (7) days of delivery to Site or completion of the Works notify the Contractor in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or the Quotation. The Customer must provide the Contractor with a reasonable opportunity to modify any defect or damage.

31. Return or Exchange of Goods

31.1 Except as required by law, the Contractor is under no obligation to accept Goods which the Customer wishes to return or exchange. The Contractor can request any details it considers necessary from the Customer as part of its decision under this clause. The Customer agrees to comply with all such reasonable requests for documentation and information from the Contractor. Any Goods returned or exchanged are at the discretion of the Contractor (other than as is required at law) and at the Customer's entire risk as to loss or damage.

31.2 The Customer agrees that the Contractor has discretion to accept any returned Goods, provided that such Goods shall only be accepted for return with prior approval of the Contractor. Goods that are returned to the Contractor will be subject to a 10% handling fee of the invoiced value of the returned Goods, which handling fee is payable by the Customer to the Contractor. Return freight and other expenses must be paid for by the Customer.

32. Design and Intellectual Property for Landscape Plans

32.1 Any designs, plans, or visual representations prepared by the Contractor in relation to the landscaping Works remain the intellectual property of the Contractor, unless a separate written agreement states otherwise. This includes any copyright in accordance with the Copyright Act 1968 (Cth).

32.2 The Customer is granted a non-exclusive license to use the design solely for the purpose of implementing the agreed Works.

32.3 Any alterations or reproductions of the design for other purposes require the Contractor's written consent.

33. Public Liability Insurance

33.1 Nomadic Home & Garden Pty Ltd holds a Public Liability Insurance policy to cover any accidents, injuries, or property damage occurring during the provision of Goods and/or Services as outlined in this Agreement.

33.2 The coverage under this policy includes:

(a) General Liability: A limit of liability up to \$20,000,000 for claims arising from accidents, injuries, or damage to property during the execution of the landscaping work.

(b) Property in Your Control: A limit of liability up to \$250,000 for property under the Contractor's physical or legal control during the performance of the Services.

34. Limitation of Liability

34.1 The Agreement does not exclude, restrict, or modify the application of any provisions of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other Commonwealth, State, or Territorial Law which cannot be excluded, restricted, or modified.

34.2 To the extent permitted by law, all terms, conditions, warranties, and representations, expressed or implied, by statute or otherwise, are hereby expressly excluded, including any implied warranties under the Australian Consumer Law or other applicable legislation.

34.3 To the extent permitted by law, the Contractor shall not be liable to the Customer for any injury, harm, loss,

damage, costs, expense, or other claim including economic loss or loss of profits however arising from the supply of the Goods and/or Services or arising from any breach, default, or negligence of the Contractor in connection with the supply of the Goods and/or Services.

34.4 The Contractor's Public Liability Insurance policy does not cover loss, damage, or injury resulting from circumstances outside the scope of the Goods and/or Services as specified in this Agreement, or any incidents caused by third parties, the Customer, or the Customer's failure to provide a safe working environment. The Customer acknowledges and agrees that the Contractor is not liable for any claims or damages not covered by the insurance policy.

34.5 If the Customer is entitled to benefit from any implied terms which cannot be excluded under the Australian Consumer Law or other applicable legislation, the Contractor's liability shall be limited, at its option, in the case of supply of Goods to:

34.5.1 The replacement of the Goods or the supply of equivalent or similar Goods;

34.5.2 The payment of the costs of replacing the Goods or acquiring relevant Goods;

34.5.3 The payment of the costs of having the Goods repaired;

34.5.4 The repair of the Goods.

35. Customer Assurance

35.1 The Customer is assured that the Contractor is fully insured for public liability during the performance of the Goods and/or Services under this Agreement.

35.2 In the event of any claims arising, the Contractor shall cooperate fully with the claims process in accordance with the terms of the insurance policy.

36. Force Majeure

36.1 The Contractor will have no liability to the Customer in relation to any loss, damage, or expense caused by the Contractor's failure to supply the Goods and/or complete the Services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, vandalism, crime, strike, lockout, breakdown, war, the inability of the Contractor's normal Contractors to supply the necessary material or any other matter beyond the Contractor's control.

37. Confidentiality

37.1 The parties shall, except for legal and other advisors, keep strictly confidential between them all information shared under the Agreement.

38. Privacy & Use of Service Photos

38.1 The Contractor may take photos of completed works for use in advertising materials, including but not limited to flyers, social media, and promotional content.

38.2 These photos will not include any personal or identifiable content that could compromise the privacy of the Customer. If the Customer does not wish for their service photos to be used, they must notify the Contractor upon accepting the Quotation.

38.3 The Contractor ensures that all photos used for promotional purposes will comply with privacy and

confidentiality laws, and will not share any content that breaches these regulations.

38.4 The Contractor may also take photos of the Site before, during, and after the Works for the purpose of quality assurance, record keeping, and in the event of a dispute or claim regarding the Works. These images will not be used for promotional purposes unless otherwise permitted under clause 38.1.

39. Supply Authority, Legislative and Statutory Charges

39.1 The Contractor shall be entitled to be reimbursed all the costs and charges levied by any statutory or other authority with respect to the Works.

40. Dispute Resolution

40.1 Any disputes between parties arising from the performance of provisions of the Agreement and/or the Quotation must be attempted to be settled between the parties by an authorised representative with authority from each party meeting within fourteen (14) days of notification of a dispute in writing from one party to the other party. Such a meeting is to take place within the state of South Australia at a place nominated by the Contractor.

40.2 If the meeting referred to at clause 40.1 above does not result in settlement of the dispute between the Contractor and the Customer, the dispute may then be referred to mediation, if agreed by both parties. The Mediator is to be appointed by agreement between the parties and in the event that the parties agree to mediate but cannot agree to the mediator to be appointed then the mediator is to be appointed by the then current President of the Law Society of South Australia. The costs of any mediation are to be borne equally between the Contractor and the Customer.

40.3 If the dispute cannot be settled through mediation, or the parties do not both consent to a mediation, then either party is at liberty to commence legal proceedings.

40.4 During the period in which the dispute is being resolved, the parties must continue to perform all of the provisions of the Agreement which are not under dispute.

44. General Matters

44.1 This Agreement contains the entire agreement between the Contractor and the Customer. The parties agree that any negotiations that led to this Agreement have been accurately incorporated in this Agreement.

44.2 In entering into this Agreement, the parties hereby acknowledge that they have not made any warranties or representations to each other except as incorporated in this Agreement.

44.3 This Agreement is governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia.

41. Assignment

41.1 This Agreement shall not be assigned by either party without prior written consent of the other party with such consent not to be unreasonably withheld.

41.2 Any consent that may be given by the Contractor may be granted or withheld in the Contractor's absolute discretion and shall not at any time constitute a waiver of the Contractor's rights and interests under this Agreement.

42. Guarantee

42.1 The person signing this Agreement on behalf of the Customer hereby guarantees the payment of all monies that become due and payable under this Agreement. This Guarantee will continue following the termination of this Agreement until all monies owing to the Contractor are paid in full.

43. GST and Other Taxes

43.1 The Customer must pay to the Contractor Goods and Services Tax on the Goods and/or Services as is required by the Australian Taxation Office as well as any other taxes, duties, fees, and levies for the Goods and/or Services supplied that may be applicable. The amount the Customer owes the Contractor will be stated in the Invoice to the Customer.

