**Section 1 - Customer Details**

|  |  |  |
| --- | --- | --- |
| CUSTOMER BUSINESS ADDRESS | | |
| Customer Name: | | ABN: |
| Street/Unit: | | Telephone: |
| E-mail: |
| City | State | Post Code: |

|  |  |  |
| --- | --- | --- |
| CUSTOMER INVOICING ADDRESS | | |
| Accounts Payable Contact: | | Telephone: |
| Street/Unit: | | Mobile: |
| E-mail: |
| City | State | Post Code: |

|  |  |  |
| --- | --- | --- |
| **SERVICE DETAILS** | | |
| Service Start Date: / / | Minimum Term (Months): 12 | Service Type: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **MONTHLY CHARGES** | |  | **ONE-TIME CHARGES** | |
| Service and Hire |  |  | Set-up |  |
| GST |  |  | GST |  |
| Total |  |  | Total |  |

|  |
| --- |
| **ATTACHED SUPPLEMENTS** |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

**Section 2 – Plantscape Specifications**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Location** | **Pot Style** | **Plant Species**  (Plants may be changed due to environmental conditions, availability or customer request.) | **Number Pots** | **Quantity Plants** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Section 3 – Terms**

This document represents the Hire Service Agreement (hereafter described as the Agreement) between XXXXXXXXXXXXXXXXXXXXX (hereafter described as COMPANY NAME) and the “Customer” as described on Section 1. This Agreement consists of 3 Sections in a four page document and attached supplementary pages.

1. **DEFINITIONS**
   1. PLANT SCAPE – Plant matter (real or artificial) and the containers in which they are displayed.
   2. DEFAULT MINIMUM TERM - The default Minimum Term is twelve (12) months but may be altered if specified in the Service Agreement Details on page 1.
   3. LONG TERM HIRE AND MAINTENANCE (LT) – A service for the supply, installation and maintenance of plantscape in accordance with the Customer's specifications. This includes: watering, cleaning and polishing, trimming and pruning, checking and rectifying for disease and insects, replacing green life as required, ensuring levels of topping is maintained, leaving premises clean and tidy.
   4. MAINTENANCE ONLY (MO) – This service is the same as LT except the plant containers are not supplied or hired.
   5. SHORT TERM HIRE (ST) – A service for a term of less than six (6) months as specified in Section 1.
   6. DEFAULT – Default is:
2. failure by the Customer to strictly adhere to the trading terms
3. the Customer terminates this Agreement at the end of the term
4. the Customer moves to a location outside of the area of service
5. the Customer pays COMPANY NAME with a cheque that is dishonoured on presentation
6. the Customer improperly terminates the Agreement.
7. **COMMENCEMENT OF SERVICE**
   1. COMPANY NAME will commence service on or after the Start of Service Date, but not before the Contract Acceptance Date.
8. **RESPONSIBILITY OF COMPANY NAME** 
   1. To supply, install and maintain plantscape in accordance with the definition of service and the Plantscape Specifications in Section 2 of this Agreement.
   2. To provide a regular maintenance service, between the hours of 7am and 5pm (unless otherwise mutually agreed) sufficient to ensure the plantscape retains the standard at all times.
   3. To ensure maintenance staff are uniformed and courteous at all times.
   4. COMPLAINTS - In the event of receipt of a Customer complaint or dissatisfaction, COMPANY NAME management respond to such advice as a matter of urgency.
   5. COMPANY NAME is not responsible for leaks or stains caused as a result of using decorative containers, not owned by COMPANY NAME.
9. **RESPONSIBILITY OF CUSTOMER**
   1. To notify COMPANY NAME:
   2. If access will not be available to service staff (other than weekends and public holidays),
   3. If the plantscape deteriorates suddenly between maintenance calls, or
   4. If it is required to relocate the displays within the premises.
   5. To provide COMPANY NAME with a minimum of two weeks’ notice:
   6. If the service address is closed for a period of one week or longer,
   7. If building work or other work will threaten the environment of the plant material,
   8. If for any reason the plants are required to be removed from the service address.
   9. To instruct staff not to attempt to water or service the displays or to move displays (particularly to areas of intense heat or low light).
   10. To ensure insurance cover has been established to cover pilfering, destruction or malicious damage to displays, being beyond the control of COMPANY NAME, the cost of which will be the responsibility of the Customer.
   11. When the premises are a public space it is the responsibility of the Customer to keep the displays free from rubbish and drink spillage.
   12. To pay all accounts to COMPANY NAME within the trading terms referred to in Clause 9. If the Customer is in default, the Customer agrees to pay the greater of either, interest calculated at 2% of the monthly charge per month or $5.00 account keeping fee. Such interest calculates from the date when payment is due until the date of actual payment.
   13. In the event that the Customer is in default of this Agreement, the balance of all moneys owing for the full term of this Agreement, shall immediately become due and payable by the Customer to COMPANY NAME and shall be recoverable by COMPANY NAME together with any interest accrued thereon as a liquidated debt.
   14. COMPLAINTS - In the event that a complaint or dissatisfaction is not amicably resolved as a matter of urgency, the Customer is required to notify such complaint in writing to the COMPANY NAME Account Manager.
10. **VARIATIONS TO PLANTSCAPE INSTALLATION**
    1. EXTRA ON ACCOUNT - The Customer may wish to increase the number of displays, in which case the terms of the original Agreement will be applied to the extra on account displays and the original Agreement documentation will be adjusted to include the variations. In the event that the variation/s exceeds 20% of the value of the original Agreement, COMPANY NAME reserves the right to negotiate a new Agreement.
    2. REDUCTION ON ACCOUNT - The Customer may wish to decrease the number of interior displays after the initial term of the Agreement. The account will reflect the reduction in the next monthly invoice, following the date of which the reduction occurs. In the event, the reduction exceeds 20% of the value of the original Agreement; a new Agreement must be negotiated.
11. **TERMINATION OF SERVICE**
    1. The Customer may terminate the Agreement at any date after the minimum agreed term, by providing one months’ notice in writing of intent to terminate the Agreement. Until such notice is given, the Agreement shall be deemed to remain in force. The agreement must be paid out if termination is required before the minimum agreed term has lapsed; the payout figure is calculated as the product of the current monthly fee and the number of months remaining plus any outstanding invoice amounts.
12. **PRICING POLICY**
    1. The one-time set-up charges will be included on the first invoice.
    2. COMPANY NAME may increase the current prices annually by the amount of the increase in the All Groups Consumer Price Index as published in the Commonwealth Statisticians Summary of Australian statistics for the prior 12 months. Should COMPANY NAME require further additional price increases due to unforeseen influences impacting upon its cost structure, COMPANY NAME will approach the Customer authority to negotiate such increase and the Customer will then be given one full month’s notice of such change prior to the amended prices taking effect.
    3. State Government Stamp Duty, at the appropriate rate is applicable to these charges but will be absorbed by COMPANY NAME.
    4. In the event that the plantscape requires temporary removal from the building or change of location, the Customer will be charged a removal fee, a storage fee and a set-up fee in addition to the regular monthly charge.
13. **TRADING TERMS**
    1. LONG TERM and MAINTENANCE ONLY service – We invoice at the beginning of each month and payment is due by the end of the month. If the service starts after the first day of the month, a pro-rated amount for the period remaining in the month will be invoiced.
    2. SHORT TERM service – Payment on delivery or prior by arrangement.
14. **SEVERANCE OBLIGATIONS**
    1. If any provision of this Agreement cannot be given effect or full force and effect by reason of any statutory inability, that provision, shall be severed or read down so as to maintain and uphold so far as able, the remaining provision of this Agreement.
15. **NOTICES**
    1. Any notice if sent by post is deemed given on the next day following the day on which the same was posted. Any notice if sent by facsimile is deemed given on the date and time shown on the facsimile transmission report. Any notice if sent by e-mail is deemed given on the date and time shown on the e-mail receipt report.
    2. NOTICE TO THE CUSTOMER - Any notices COMPANY NAME is required to give the Customer, may be left for the Customer at the Customer's address, or alternatively, may be forwarded to the Customer by post, facsimile or e-mail.
    3. NOTICE TO COMPANY NAME - Any notices the Customer is required to give COMPANY NAME are to be forwarded to COMPANY NAME by post, facsimile, or e-mail. The postal address for COMPANY NAME is printed on the monthly Tax Invoice and the Invoice Statement.
16. **EXCLUSION OF LIABILITY**
    1. COMPANY NAME shall not be liable to the Customer for failure to provide service due to industrial action or other causes beyond its control. The placement of COMPANY NAME service items within the Customers premises shall at all times be the responsibility of the Customer. The Customer shall hold harmless and indemnify against claims by any persons alleging loss or injury due to dangerous or negligent placement or use of COMPANY NAME service items within the Customer’s premises.

|  |  |
| --- | --- |
| **Signed on behalf of COMPANY NAME** | **Acceptance Signature on Behalf of the Customer** |
| Name: Owner Name  Title: Owner Title  Signature: \_ \_ \_\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_    Acceptance Date: \_ \_ / \_ \_ /\_ \_ | Name: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_\_ \_ \_ \_ \_  Title: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_\_ \_ \_ \_ \_  Signature: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  I am authorised to sign this document  Signature: \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  Acceptance Date: \_ \_ / \_ \_ /\_ \_   |  | | --- | | **Please sign and date each page** | |