



## Terms of Service – NDIS Garden Maintenance Services

### 1. Services offered

Backyard Hero offers the following services to NDIS clients/participants:

- Lawn mowing
- Tree lopping
- Hedge trimming
- Weed removal and weed spray
- Gutter cleaning
- Garden maintenance
- Pressure washing (outdoors only).

### 2. Trading Hours

Backyard Hero normal trading hours are 8:00am to 4:00pm, Monday to Friday. Work performed (at the client's request) outside those hours or on a public holiday will be at the client's / Gardener's discretion.

### 3. Rates & Pricing

a) Backyard Hero pricing for NDIS participants for regular garden maintenance is in line with the *NDIS Pricing Arrangements and Price Limits, 2023-24*. The price is:

01\_019\_0120\_1\_1          'House or Yard Maintenance'          \$53.09/hour

b) The minimum charge for services is two hours.

c) Larger jobs such as garden clean-ups, green waste removal, gutter cleaning or pressure washing is quoted per job. Invoices will always be provided with the relevant NDIS line item for ease of payment processing.

### 4. Cancellation

a) If the client/participant does not provide notice of cancellation within 24 hours of a scheduled appointment or is not able to provide access to property for work to be completed at the scheduled time, cancellation fees will apply.

b) Clients will be charged 100% of the agreed fee for service if 24 hours' notice is not provided. This is in line with *NDIS Pricing Arrangements and Price Limits, 2023-24*.



c) All clients who have provided Backyard Hero with their mobile number will receive a SMS reminder of their booking 24-48 hours prior.

d) Notice of cancellation can be provided via phone, SMS or email.

## **5. Payment**

a) Invoices are due for payment within seven days.

b) The Client is responsible for sharing the payment details with our administration team at time of booking the appointment.

c) If more than one invoice is overdue or invoices are overdue by more than one week we may place your services on hold. Services can quickly resume as soon as all outstanding payments are made.

## **6. Site Access and Working Conditions**

a) The Client shall be present at the time of the appointment to provide the Backyard Hero team with access to the property. If they are not present, notice should be given about the safest and most appropriate way to access the property.

b) It is the Client's responsibility to move any plants or furniture as Backyard Hero does not accept responsibility for damage because of moving such items. The Client is also responsible for providing a clear working environment, including moving of trampolines, toys, rubbish and animal waste and ensuring pets are secured or indoors. If Backyard Hero team members are required to clean the site to complete the work required, then further costs may be incurred.

c) Backyard Hero shall not be liable for any loss or damage caused in accessing the site beyond reasonable control.

## **7. Weather Conditions and Force Majeure**

a) All bookings are subject to weather conditions, to ensure our safety and the best results when caring for your garden. Inclement weather may result in bookings being rescheduled. Whilst every effort is made to anticipate weather related cancellations, we may need to reschedule bookings at short notice.

b) Where short notice cancellations are made due to poor weather, we will endeavour to reschedule your booking within one week. No cancellation charges will be made in this instance.

## **8. Insurance**

We are fully insured and carry \$10 million public liability insurance with Allianz Insurance. A certificate of currency is available on request.



## **9. Certification / Checks**

All staff members at Backyard Hero have current National Police Checks. Staff have all completed the necessary COVID-19 vaccination requirements.

## **10. Application of these Terms and Conditions**

In this agreement, "Backyard Hero" is Backyard Hero Garden Maintenance Services (ABN 57 511 813 857) or any person acting on behalf of and with the authority of Backyard Hero; "the Client" is the individual, company or other entity requesting goods and services from Backyard Hero.

### **Questions?**

If you have any queries about our organisation or our terms of service, you can contact us:

Email: [enquiry@backyardhero.com.au](mailto:enquiry@backyardhero.com.au)

Phone: 0477 545 129