



INGE JABARA LANDSCAPES

Design Construction Maintenance

- Inge Jabara Group** Jabara Enterprises Pty Ltd (ABN- 49 675 804 926)
900 Glen Huntly Road Caulfield South Victoria 3162 and includes its related entities businesses and all its directors, company officers, shareholders, contractors, sub-contractors, and agents.
- Client** Every person or entity (either directly or through an agent, contractor, consultant, or other advisor) who seeks or obtains any of the Services provided by Inge Jabara Group and includes involvement in any activity performed or carried on the premises or facilities owned or occupied by such person or entity, or uses any of the Services provided by Inge Jabara Group.
- Contract** These terms and conditions:
- a. Constitute a contract between Inge Jabara Group and the Client, which prevail over any other terms, and conditions that may be inconsistent or contrary to those contained in this document.
 - b. Apply to any annexures or schedules attached or forming part of the supply of Services by Inge Jabara Group to the Client.
 - c. Apply to the exclusion of all other agreements and prior representations, unless subsequently evidenced in writing by Inge Jabara Group and the Client and is the whole agreement between Inge Jabara Group and the Client.
- Defined Words** For convenience, the first letters of words and expressions defined in this Contract are in capital letters. The absence of a capital letter does not alone imply that the word or phrase has a different meaning from that given by its definition.
- Services** Inge Jabara Group provides or supplies to, or on behalf of the Client:
- a. Design;
 - b. Landscape Design
 - c. Construction;
 - d. Garden Maintenance
- Fee**
- a. Unless otherwise agreed by Inge Jabara Group and the Client in writing the Fee for the Services is that specified by Inge Jabara Group on its invoices, fee lists, or other documents.
 - b. Except as otherwise stated in writing by Inge Jabara Group the Fees are GST exclusive.
- Fee Variation** Subject to these terms and conditions, the Fee is as stated in writing by Inge Jabara Group or varied due to a change in the Client's needs or requests regardless if the variation is beyond the Client's initial budget. Inge Jabara Group can invoice the Client for any extra amount where

Client Signature



the costs to the Inge Jabara Group have altered due to circumstances beyond its control or if the Client cancels, changes or delays any part of the Services

Client Variations

Changes to any specifications, either at the time of placing the request for the Services, or afterwards will only be accepted at the Inge Jabara Group's discretion. Such changes will only take effect when agreed in writing by the Inge Jabara Group and which can result in a Fee Variation.

Payment Terms

Unless otherwise agreed in writing between the parties, the Client will pay Inge Jabara Group, all Fees, Fee Variations, and any other expenses for the Services before the commencement of the Services and any variations to the Services.

Late Payment

If the Client fails to comply with the Payment Terms, then:

- a The Client will pay Inge Jabara Group a late payment charge of three per cent per month on all money from time to time for the supply of the Services, and
- b Inge Jabara Group reserves the right to discontinue or suspend the provision or supply of the Services to the Client, and
- c Inge Jabara Group reserves the right to withhold any completion certificate and Certificate of Insurance (where applicable) where payment is not received or where such other acts or omissions of the Client are objectionable to the Inge Jabara Group, and
- d Interest is payable by the Client as set by the Penalty Interest Rates Act 1983 plus three per cent.

Force Majeure

The Client releases the Inge Jabara Group from all and any liability in relation to or occurring out of any failure or transaction in performance of its obligation due in part or in whole to any cause whatsoever beyond the Inge Jabara Group's control.

Cancellation

To the extent permitted by law, the Client cannot without the Inge Jabara Group's written consent cancel any request for the Services. The cancellation of any request for the Services can only occur on terms, which indemnify the Inge Jabara Group against all loss and damage.

Governing Law

The laws of Victoria govern these terms, conditions and Contract, and the Courts of Victoria will hear, determine, and enforce proceedings to protect those rights, liabilities, or obligations.

Notice of Claim

The Client will give the Inge Jabara Group written Notice of any claim within 7 days of the alleged loss or damage occurring and shall allow the Inge Jabara Group inspect the alleged loss or damage to determine the validity of the claim, and if any rectification is necessary.

Client Signature



Limitation of Claims

Inge Jabara Group is not liable to the Client, its successors or assigns for any injury or death resulting in loss, consequential or otherwise, compensation or damages of any nature that may arise directly or indirectly from the negligence of Inge Jabara Group.

Legal

& Other Consents

The Client authorizes Inge Jabara Group to:

- a. take whatever steps it considers necessary for the Client, which can include arranging other suppliers, contractors, sub-contractors, agents, designers or builders during the provision of the Services for any extra works necessary to complete the Services that may have arisen due to circumstances beyond the control of Inge Jabara Group or if the Client changes or delays any part of the Services to complete the Services. Inge Jabara Group is not responsible for the payment of any such additional services.
- b. record by video, audio or by other recording means the premises or facilities owned or occupied by the Client which can be used for the provision and promotion of services provided by Inge Jabara Group.

**Representations
for and on behalf of
the Client**

- a. The Client is entitled to request or authorise any of the Services provided by Inge Jabara Group.
- b. There is no legal reason or otherwise, which may prevent the Client from requesting or authorising any part of the Services.
- c. The Client understands and acknowledges that Inge Jabara Group has relied on these representations in agreeing to provide the Services and can rely on such representations as a defence or a bar to any claim made by the Client.