



Seed Landscapes Standard Terms and Conditions

By electronically accepting this quote/estimate you are agreeing to Seed Landscapes Terms and Conditions as below:

Payment terms: payment is due within seven days from date of invoice.

Design services - 50% of the design fee is payable on Commission (acceptance of estimate) The balance is payable on completion of work or within seven days of the finalised works being delivered, whichever comes first.

Plants and materials: 100% payable on acceptance of quote including delivery fees.

Project management: Hours are invoiced weekly.

Any invoice that is dishonoured for any reason, the Client will be liable for all collection costs, disbursements, and administration costs. Seed Landscapes reserves the right to apply a 10% monthly and compounding overdue fee.

Ownership of Designs

All documents prepared or furnished by Seed Landscapes or any person working for this business (together Seed Landscapes) pursuant to this agreement shall remain the property of Seed Landscapes, copyright ©2008 Seed Landscapes.

Seed Landscapes grants the Client a licence to use those documents only for the purpose of undertaking the specific project. Re-use and/or modification of any such documents without Seed Landscapes written permission shall be at the Client's sole risk and the Client agrees to indemnify and hold Seed Landscapes harmless from all claims, damages and expense including lawyers' fees arising out of such reuse and/or modification by the Client or by any other acting through the Client.

All ideas, designs, arrangements, and/all plans indicated or represented by Seed Landscapes drawings will be created, evolved, and developed for use on this specific project. No such ideas, designs, arrangements and/or plans shall be used by or disclosed to any person whatsoever without the written permission of Seed Landscapes.

Responsibility and Liability

Seed Landscapes designs are conceptual only. All symbols on the plan are diagrammatic and for conceptual reference only with incidental hardscaping and structural elements included as artistic representations only to illustrate the conceptual ideas presented and are subject to survey and design by related appropriate professionals such as general building practitioners landscape contractors and civil engineers.

It is the Clients and their contractor's responsibility to ensure that all work complies with NZ standards, NZ building codes and local authority requirements. That the relevant consents are obtained where required and to ensure the drainage of the site is appropriate for the function of the design. The Clients and their contractors are responsible for the verification of all measurements onsite, including levels, prior to commencement of any work, and for location of all underground services and boundaries onsite prior to any excavation or construction. All dimensions noted in the concept design will need to be measured and assessed by the Client and their contractors onsite and not scaled from Seed Landscapes drawings.

While every effort has been made to ensure that the advice, instructions, methods, designs and other information provided is practical, accurate and safe Seed Landscapes is not liable for any claims or damages whatsoever including property damage or personal injury, intellectual property infringement, loss of profits or interruption of business or for any special, consequential or incidental damages, however caused, whether arising out of breach of warranty, contract tort (including negligence) strict liability or otherwise.

The Client shall indemnify Seed Landscapes against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing, whether caused or arising as a result of negligence of Seed Landscapes or otherwise brought by any person in connection with any matter, act, omission or error by Seed Landscapes, its agents, or employees in connection.

If, contrary to the disclaimer of liability contained and these terms and conditions of trade, Seed Landscapes is deemed to be liable to the Client, then it is agreed between Seed Landscapes and the Client that such liability is limited in its aggregate to NZ \$500.00.