

DRAFT INDEPENDENT CONTRACT AGREEMENT

BETWEEN: **UNITS PLAN 2413,**
 (ABN: 64 812 041 372)
 known as LANDMARK, 3 – 9 Bowen Drive and 41 – 47 Blackall
 Street Barton, 2600
 ("Client")

AND: **XYZ**
 ("Contractor").

The Client and the Contractor agree as follows:

1. General

1.1. In this Agreement, unless a contrary intention is expressed:

- 1.1.1. References to "Contractor" includes any employees, agents or Subcontractors of the Contractor;
- 1.1.2. References to "Client" include the Executive Committee of the Owners Corporation of the Units Plan identified in Schedule A, 1;
- 1.1.3. Reference to "Site" means the address described in Schedule A, 1 including the nature strips of the relevant areas of Bowen Drive and Blackall Street; and
- 1.1.4. References to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Agreement Documents

2.1. This Agreement between the parties is constituted solely by this Agreement and the documents which are annexed hereto at Annexure A. (Note this will include the successful tenderer's tender and such other documents as are agreed)

2.2. The Client and the Contractor agree that any representation made during the tendering process and contract negotiations, which are relevant, shall be incorporated in Annexure A and that, should there be a dispute about the provisions of this contract, no other documents would be relevant.

3. Performance of Services

- 3.1. The Client engages the Contractor to perform the Work as specified in Schedule B, in accordance with the provisions of this Agreement.

4. Care and Skill

- 4.1. The Contractor must perform the Work to the standard of care and skill expected of a person who regularly acts in the capacity in which the Contractor is engaged and who possesses the knowledge, skill and experience of a person qualified to act in that capacity.
- 4.2. Management of all tasks and personnel must be in accordance with relevant Work Health & Safety legislation.

5. Materials, Labor and Equipment

- 5.1. The Contractor must provide at its own cost any equipment, materials, labor, transport, tools, instruments and products necessary in performing the Work, unless otherwise stated in this Agreement.
- 5.2. The Client will reimburse the Contractor for any additional materials and products used for purposes of the Work, subject to prior approval by the Client.

6. Progress of Services

- 6.1. The Contractor must provide a written report to the Client on the progress of the Work if requested by the Executive Committee.

7. Term

- 7.1. The term of this Agreement is for the period commencing on the Start Date nominated at Schedule A, 2 and terminating on the End Date nominated at Schedule A, 3 unless terminated under the provision of this Agreement.

8. Extension

- 8.1. This Agreement may not be extended by the parties prior to the expiration of this Agreement.

9. Agreement Price

- 9.1. The Client must pay the Contractor the Agreement Price as nominated at Schedule A, 4. Except if otherwise stated in this Agreement, the agreed price is:

- 9.1.1. payable within 30 days of receipt of an invoice by the agent of the Client;
 - 9.1.2. inclusive of GST and all other taxes, duties and charges;
 - 9.1.3. inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor except as otherwise agreed; and
 - 9.1.4. subject to price adjustments as specified by Schedule A, 4.
- 9.2. The Client may from time to time request the Contractor to perform additional services at an agreed cost, by issuing a work order. The Contractor will invoice separately for additional works undertaken.

10. Invoicing and Payment

- 10.1. The Contractor shall submit an invoice each month in accordance with the direction of the Client and complete with a clear and legible copy of the service records. The service records must summarise the Work completed, show materials used, consumables replaced and hours spent on site.
- 10.2. The invoice shall be charged monthly based on an average of the annual fixed lump sum Contract, and be addressed to the Client as per the address for notice, at Schedule A, Item 7.
- 10.3. No additional payments will be made under this Agreement other than additional works authorised by the Client's representative.
- 10.4. Any work not invoiced for a period of three (3) months after the completion of the Work may not be paid by the Client

11. Incorrect Payments

- 11.1. If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Client to the Contractor.

12. Deferral of Payment

- 12.1. The Client may, without limiting any other right it may have, defer payment of the agreed price payable to the Contractor until the Contractor has completed the Work to the satisfaction of the Client.

13. Assignment and Sub-Letting

- 13.1. The Contractor shall not assign or sub-let the whole or any part of the agreement without the prior written consent of the Client.
- 13.2. The Client may with the prior written consent of the Contractor assign the agreement to any subsequent person or body who becomes entitled to an estate or interest in the Premises by notice in writing to that effect given to the Contractor.

14. Subcontracting

- 14.1. The Contractor must not subcontract the performance of the Work or assign the whole or part of this Agreement without the prior written consent of the Client. In giving its consent, the Client may impose any conditions it considers appropriate.
- 14.2. Even where consent has been given by the Client under Clause 14.1, the Contractor must not subcontract the Work, unless the Subcontractor is a proven and experienced specialist in the field required to provide the subcontracted Work.
- 14.3. Subcontracts shall not be let or altered without the consent of the Client.
- 14.4. The Client's consent to any Subcontract shall not relieve the Contractor from all responsibility under this Agreement, and the Contractor shall be responsible for making any Subcontractor aware of the Agreement conditions.

15. Suitability of Personnel

- 15.1. The Contractor must:
 - 15.1.1. Ensure the Work are performed by persons who are fit and suitable to perform the Work; and
 - 15.1.2. Comply with all reasonable requirements of the Client regarding the suitability and fitness of persons engaged by the Contractor for the performance of the Work.
 - 15.1.3. Ensure the persons engaged by the Contractor have the capability to perform the required duties of the Work and can reasonably be expected to pose no risk to the residents and visitors of Landmark.
 - 15.1.4. Not smoke, and require that none of its own or any Subcontractor's staff smoke, on the Site

16. Contractor's Insurance

- 16.1. The Contractor must effect and maintain for the term of this Agreement:

- 16.1.1. All insurance coverage required by law;
- 16.1.2. Public liability insurance with coverage in the amount of not less than the sum nominated at Schedule A, 5;
- 16.1.3. Workers' compensation insurance for all employees, including the Principals/Directors as specified at Schedule A, 6; and
- 16.1.4. Must produce on commencement of this agreement, and then annually, certificates of currency on renewal of all insurances to the Client.

17. Indemnity

- 17.1. The Contractor indemnifies the Client, its members and agents against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Contractor, its employees, agents or contractors in connection with the provision of Work, except to the extent that the Client caused the relevant loss, damage, injury or death.

18. Claims to be made good

- 18.1. The Contractor must, at its expense, make good the amount of all claims for loss, damage, costs and expenses the subject of the indemnity in Clause 17.1 and the Client may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor.

19. Default by the Contractor

- 19.1. The Client may terminate this Agreement at any time by written notice to the Contractor if the Contractor:
 - 19.1.1. Is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
 - 19.1.2. Fails to commence timely provision of the Work or to meet any timeframes specified in this Agreement; or
 - 19.1.3. Is in breach of a provision of this Agreement, where that breach if capable of being remedied, is not remedied within the period specified in a written notice by the Client, or is not capable of being remedied.
 - 19.1.4. Fails to comply with the Probity requirements as specified in the tender.

20. Default by the Client

20.1. The Contractor may terminate this Agreement at any time and by 28 calendar days' written notice to the Client, if the Client fails to make payments as described under Clause 8 of this Agreement provided that the Contractor notifies the Client in writing that it has not received payment within fourteen days of the due date for payment, and that it will terminate the Agreement if payment is not received within seven days of receipt of the letter of notification regarding nonpayment.

21. Default Proceedings

21.1. If the Contractor neglects to execute the Work with due diligence or defaults in the performance or observance of any condition or stipulation contained in this Agreement or refuses or neglects to carry out any instruction which the Client is entitled to give under this Agreement the Client may call upon the Contractor by notice in writing to show cause.

21.2. Such notice shall not unreasonably be given and must identify the default on the part of the Contractor upon which it is based. If, within seven days after receipt of the notice in writing, the contractor fails to provide the Work or part of the Work, within a reasonable time fails to satisfactorily complete the Work the Client may exercise all or any of the following powers:

21.2.1. Suspend payment under the contract until the default is rectified; or

21.2.2. Cancel the Contract by notice which will take effect from the date of the notice and the cancellation shall be without prejudice to any right that may have accrued to the Client or the Contractor under this Agreement.

22. Dispute Resolution

22.1. Negotiation of Dispute: If a difference or dispute ("Dispute") arises in relation to this Agreement, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavor to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

22.2. Mediation of Dispute: If the Dispute has not been resolved pursuant to clause 22.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australian ACT Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.

22.3. No Prejudice: Nothing in this clause 22 will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

23. Conflict of Interest

23.1. The Contractor warrants that, at the date of entering into this Agreement no conflict of interest exists or is likely to arise in the performance of the Work and of its other obligations under this Agreement.

24. No employment, partnership or agency relationship

24.1. Nothing in this Agreement constitutes the Contractor, or its employees, agents or Subcontractors as employees, partners or agents of the Client or creates any employment, partnership or agency for any purpose.

25. Governing Law

25.1. This Agreement is governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

26. Compliance with Laws

26.1. The Contractor must comply with the laws in force in the Australian Capital Territory in performing the Work.

27. Safety

27.1. The Contractor shall comply in respect to all relevant provisions of relevant Work Health and Safety Legislation and Regulations, in force in the Australian Capital Territory during the term of the Agreement.

27.2. Before doing any act or thing in execution or performance of the Work and during the progress thereof, the Contractor shall take all reasonable precautions to prevent injury to any person or damage to any property being upon or in the vicinity of the premises.

27.3. The Contractor, where necessary, shall ensure that all ladders, scaffolding and other equipment used in the execution and performance of the Work comply with any relevant statutory or other requirements and are in a safe condition and when not in use are properly stored and secured so as to prevent unauthorised use thereof.

28. Regulations

- 28.1. The Contractor shall in the execution and performance of the Work shall comply with all statutes, regulations, ordinance, by-laws and requirements of all competent Authorities, which relate to or affect the Work. Where there is a requirement to complete a Certificate of Compliance the contractor shall do so.
- 28.2. The Contractor shall keep themselves informed of changes to all such ordinances, regulations, standards, which relate to and affect the Work.

29. Protection of Site

- 29.1. The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property in or near the Site and in particular all equipment used by the Contractor shall be used in such a manner and maintained and stored so as to prevent unauthorised use thereof and to minimise the danger of accident, injury or loss arising from the use of such items.
- 29.2. The Contractor shall liaise with responsible persons to ensure Common Property and Common Property plant and equipment is not inadvertently stopped, or cause any inconvenience to the residents.
- 29.3. The Contractor shall at all times take all reasonable steps to minimise nuisance, including nuisances from dust, noise, debris, liquids and obstructions arising from the Work.
- 29.4. All Common Property damaged, disturbed or otherwise affected by the Work, either directly or indirectly, shall be made good in every trade to match the existing property or as may be directed by the Client.

30. Possession of the Site

- 30.1. The Client shall give the Contractor such possession of the Site as necessary to execute the Work, but not exclusive possession.
- 30.2. The Contractor shall organise and execute his Work so as to cause minimum inconvenience to the Client, occupants of and visitors to the complex.
- 30.3. The Contractor shall give the Site Representative at least three (3) days notice of inspections and service visits and shall at this time advise the extent and duration of any interruption to the Work at the site.

31. Control of Contractor's Employees and Subcontractors

- 31.1. As far as practicable the Contractor shall use the same personnel for all Work at the site, and ensure that all personnel attending the Site are familiar with the layout and location of the Common Property and all plant and equipment.
- 31.2. The Contractor shall ensure its personnel and/or Subcontractors engaged by the Contractor have the capability to perform the required duties of the Work and can reasonably be expected to pose no risk to Landmark's residents and visitors.
- 31.3. The Client shall be at liberty to object to any person employed or engaged directly or via a Subcontractor by the Contractor. The Contractor shall remove the person so objected to upon receipt from the Client of notice in writing requiring him to do so.

32. Contractor's General Obligations

- 32.1. The Contractor shall execute, perform and provide the Work described in this Agreement in every respect to the reasonable satisfaction of the Client and in conformity with all reasonable directions and requirements of the Client.
- 32.2. The Work shall be carried out by appropriately skilled, competent and experienced persons who shall be properly trained, supervised or directed by the Contractor.
- 32.3. Prior to the Contractor commencing the Work, the Contractor shall familiarise himself with:
 - 32.3.1. The Common Property; and
 - 32.3.2. Common Property Plant and Equipment.
- 32.4. The Contractor shall provide all equipment and materials for carrying out the Work.
- 32.5. In carrying out and performing the Work, the Contractor shall:
 - 32.5.1. Not unreasonably interfere with the normal use of the Premises by the Client or the residents or other permitted occupiers and users.
 - 32.5.2. Undertake all scheduled Work during normal working hours.
 - 32.5.3. Make good any damage to the Premises or its services or finishes caused by any act or omission of the Contractor in carrying out the Work.
 - 32.5.4. Ensure that all equipment used to perform the service is kept in a safe and operable condition at all times.

- 32.5.5. Ensure that correct and proper safety procedures are followed when using equipment.
- 32.5.6. Provide any and all suitable connections, materials and equipment necessary for the Contractor to make use of water and electricity within the premises to allow the Contractor to complete the Work.
- 32.5.7. Prior to leaving the site, remove all tools, redundant equipment, rubbish and dirt associated with the Work and leave the Site in a clean and tidy condition.
- 32.5.8. The Contractor shall be responsible for all Work carried out under the Agreement, whether performed by the Contractors' own personnel or by Subcontractors.

33. Quotations for Additional Services

- 33.1. All quotations and estimates provided shall be itemised and shall include allowances for labour, materials and consumables, the Contractors mark up, removal of all rubbish, any overtime considered necessary, and shall be GST inclusive if applicable.
- 33.2. All additional works completed either during the term of the Agreement or started during the term of the Agreement shall be carried out under the terms and conditions of this Agreement.
- 33.3. The quotation and estimates shall be provided to the Agent.
- 33.4. Quotations submitted shall not necessarily be accepted and the Client shall be free to obtain additional quotations and may engage another contractor to carry out these works, solely at the Client's discretion.

34. Contractor's Observations

- 34.1. When in the course of routine inspections and servicing, the Contractor discovers Common Property requiring repairs, the Contractor shall inform the Client.

35. Security

- 35.1. All persons brought onto the Premises by or at the request of the Contractor shall carry suitable identification that must be displayed.
- 35.2. The Contractor shall use the normal means of ingress and egress to and from the Premises. Where keys and electronic opening devices are supplied to the Contractor, the Contractor shall take all necessary security precautions. The keys and opening devices will be returned to the Client when requested to do

so. The Client will recover the cost of any keys and electronic opening devices not returned by the Contractor.

- 35.3. The Contractor shall take all necessary and reasonable steps to ensure that the security of the Premises is maintained at all times during the undertaking of the Work.

36. Liabilities

- 36.1. The provisions of this Agreement must be read in regards to provisions in certain legislation which may have the effect of giving the Client certain rights against the Contractor which cannot be excluded, restricted or modified by agreement between the Client and Contractor. Nothing in the Agreement shall have the effect of excluding, restricting or modifying such rights except to the extent to which they can lawfully be so excluded, restricted or modified.

- 36.2. The Contractor shall indemnify the Client against claims in respect of personal injury to or the death of any person in the employment of the Contractor arising out of or in the course of or caused by the carrying out of Work, provided that such claim does not arise from the fault, negligence or actionable wrong of the Client or their representatives.

- 36.3. The Contractor shall indemnify the Client against any claim in respect of loss or damage to property or death or injury to any person arising from negligence on the part of the Contractor with the carrying out of the Work.

37. Termination of the Agreement

- 37.1. If the Contractor continues the Work beyond the End Date, the Contract shall continue until either party terminates the agreement by giving at least thirty (30) days written notice to the other party.

- 37.2. If either the Contractor or the Client fails to comply with or observe any of the provisions of the agreement then the party not being in default may give to the other party written notice of such default, stating the party's intention to terminate the agreement and should the other party in default fail to rectify such default for seven (7) days after the date of service of such notice then the party not being in default shall be entitled by further written notice to terminate the agreement forthwith, which shall operate without prejudice to any right or liability accrued at the effective date of determination. The Client reserves the right to terminate the agreement immediately without payment if the Contractor fails to comply with or observe any of the provisions of the Agreement on more than one (1) occasion.

- 37.3. Should the Contractor's conduct be unprofessional or if the Contractor acts dishonestly or incompetently then the Client may terminate the agreement with immediate effect.

38. Representatives

- 38.1. The Client shall in writing notify the Contractor of the name and title of the Client's representative who shall be authorised to give and receive instructions and directions relating to this agreement.
- 38.2. The Contractor shall in writing notify the Client of the name and title of the Contractor's representative who is responsible for the proper performance of the Work to be performed under the agreement and who shall be authorised to give and receive instructions and directions relating to the agreement.

39. Notices

- 39.1. Any notice required to be given or sent to either party under this Agreement must be in writing and given to:
 - 39.1.1. the Client, as nominated at Schedule A, 6; and
 - 39.1.2. the Contractor, as nominated at Schedule A, 7.
- 39.2. A notice will be deemed to have been given:
 - 39.2.1. If delivered by hand, on delivery;
 - 39.2.2. If sent by prepaid mail, on the expiration of two days after the date on which it was sent;
 - 39.2.3. If sent by electronic mail, on the other party's acknowledgement of receipt by any means.
- 39.3. Notices required to be given or served by either party shall be sufficiently given or served if delivered to the address or to the party to be served stated in this agreement or such other address as is notified for the purposes of this agreement by either party to the other from time to time.

SIGNED for and on behalf of the)
CLIENT)
UNITS PLAN 2413)
(ABN: 64 812 041 372))

.....)

.....)
Print Name)

Dated:)

in the presence of:

.....
Signature of Witness

.....
Print Name

Dated:

SIGNED for and on behalf of)
XYZ)
(ABN: 11 111 111 111),)

.....)

.....)
Print Name)

Dated:)

in the presence of:

.....
Signature of Witness

.....
Print Name

Dated:

| Schedule A | | |
|-------------------|---|--|
| 1 | Units Plan | 2413, 3-9 Bowen Drive & 41-47 Blackall Street BARTON ACT 2600 |
| 2 | Start Date | 1 July 2019 |
| 3 | End Date | 30 June 2022 |
| 4 | Agreement Price | Grounds Maintenance Services (All prices are inclusive of GST). Year 1: \$X Year 2: \$Y Year 3: \$Z |
| 5 | Public Liability Insurance | \$20 million in respect of each claim |
| 6 | Workers Compensation Insurance | As required by law |
| 7 | Client Address for Notices | Senior Facilities Manager, Raine and Horne Corporate Facilities PO Box 3573, Manuka, ACT, 2603 Email: Rrapson@rhcfact.com.au |
| 8 | Contractor's Address for Notices | TBA |

Schedule B

Landmark UP2413 – Gardens/ Grounds Maintenance Scope of Services

Landmark

Landmark comprises eight building on nearly 37,000m² with over 150 trees ranging from juvenile to mature species around 80 years old. The complex was completed in 2004 and contains substantial grassed areas as well as large gardens. In addition to an internal roadway, a roadway on the Bowen Drive side of the complex and roadways providing access to the underground car parks there are a considerable number of pathways threaded throughout the complex.

Gardening Services

Provide regular care and maintenance of all Garden areas including those bordering:

- All buildings, including planter box gardens, the north and south boundaries of the complex
- The central oval, roadways and paths
- The oval area between 41 and 43 Blackall Street
- The raised garden areas above 41 and 47 Blackall Street car parks
- The area fronting 3 - 9 Bowen Drive
- The area within the internal road round-about
- Areas abutting electrical sub-stations, retaining walls and car park walls.

Mowing Services

Provide regular mowing, edging, maintenance of all grassed areas including the nature strips on Bowen Drive and Blackall Street

Scope of Works Requirements

Gardening

- Regular care and maintenance of garden areas to include planting/ replacing plants as needed, weeding, mulching, fertilising, watering, pest and weed spray-control, trimming/pruning of shrubs, remove leaves and debris to keep grounds tidy, maintain water-drip irrigation programming/operation, line repair, regular sweep-clear paved areas.
- Gardening works to be carried out on a weekly basis with variations as appropriate to meet seasonal requirements.
- Maintain supply of consumables for garden care.
- Supply and install garden materials where required.
- Undertake disposal of garden debris.

Mowing

- Regular mowing, edging, clearing and removal of debris in all grassed areas.
- Maintain the general condition of the grassed areas, including weeding, fertilising, watering as necessary.
- Mowing works to be carried out on at least a fortnightly basis subject to seasonal variations as appropriate but shall be undertaken on every Friday, or the closest working day, from 14 October to 14 March, weather permitting.

General Requirements of the Contractor

- At least every 6 months, all trees will be inspected for pest and disease. If required, appropriate treatment is to be undertaken. The cost of chemical/treatment will be added to the Contractor's monthly account subject to the Client's approval **if the additional cost exceeds \$150.**
- Following storms or other severe weather-related activity, the Contractor shall inspect all trees, report damage and recommend remedial action, including costs.
- Fertilize trees, as required.
- All common grass areas will be neatly mown and edges including all nature strips according to season keeping in mind the overall presentation of the Site.
- Fallen leaf and bark litter will be removed from all common lawn and gardens areas as required.
- Annually prune as appropriate.
- Annually deadhead all agapanthus after flowering.
- **Supply and spread high quality fertilizer for garden and lawn areas. Schedule to be specified.**
- All weeds to be removed or sprayed throughout the Site
- All driveways, paths, stairways and car parks will be blown down regularly to keep them free of litter and debris.
- Where pest and/or disease occurs on plants, shrubs or lawn the Client is to be advised of a proposed course of action, including costs for rectification.
- Where it is not suitable for use as mulch, all pruning or garden waste to be removed from the Site.
- Contractor's staff are to remove litter and debris.
- Hedges, plants, shrubs, perennials, ground covers and vines to be pruned and sculptured, using the appropriate horticultural method to ensure that plants are healthy and able to grow whilst keeping paths, lights and access areas free of overgrowth, with all cuttings removed from the Site.
- Any dead shrubs or plants to be reported to the Client with an estimate for the cost of replacement, which shall be subject to the Client's approval.

- Liaise with the Client's representative to provide feedback on any additional works and items outside of scope of works which are considered desirable.
- Liaise with the Client's representative to provide feedback on additional mulch topping up, subject to Client approval.
- All irrigation will be inspected and minor repairs made. Any additional costs for parts to be subject to the Client's approval.
- Liaise with the Client's representative for additional hand watering, if required and subject to Client approval.
- The Contractor will liaise with irrigation specialists for adjustments to be made to the irrigation system for the best outcome to lawn and gardens care, whilst keeping within the ACT regulations and applicable water restriction.
- The Contractor will advise the Client on maintaining pathways and retaining walls and advise of any rehabilitation needed.
- Clear drainage grates in garden areas as required.
- Any damage or unsafe conditions to be reported to the Client.
- When reasonably required, meet on Site with the Client to discuss gardening issues.
- At least two months before the holding of each of the Client's Annual General Meetings the Contractor will provide to the Client an estimate of any additional requirements and improvements, including costs, which the Contractor considers are appropriate to be undertaken during the subsequent year.

Additional Services, Outside the Scope of Contract Services

As per Clause 9.2, the Client may from time to time request the Contractor to perform additional services at an agreed cost, by issuing a work order. The Contractor will invoice separately for such additional works.

In addition to the routine services, the Contractor has confirmed during contract negotiations the capacity and qualifications to undertake the following additional services;

- Tree pruning;
- Tree removal;
- Replanting;
- Redesign;
- Mulching;
- Working at heights;
- Additional horticulture care,
- Arboriculture care.

Additional services to be performed outside the scope of the contract services should aligned with the Seasonal Program and are subject to the Client's approval.

The following services are not contract services:

- Chemical and labour cost to treat infestation of pest, weeds or disease
- Major irrigation works or replacement parts.
- Supply and spread mulch, soil or cow manure.
- Additional planting.
- Storm damage trees, garden wash out, and call out fee.
- Tree pruning.

Seasonal program

Summer:

- Regular watering for all plants in dry season (hand watering if water restrictions are in place).
- Regular weed spraying.
- Regular pruning for all plants and shrubs.
- Regular leaf litter cleaned up around complex.
- Regular lawn mowing and edging according to season.
- Complex blown as per scope of works.

Autumn

- Pruning/heading of plants and shrubs.
- Fertilizing with slow release fertilizer.
- Removal of leaf litter from garden beds and complex as per scope of Works.
- Regular weed spraying.
- Regular pruning when required to all plants and shrubs.
- Regular lawn mowing and edging according to season.
- Complex blown.
- Fertilizing of other plants in March (plants that don't need special fertilizing requirements).

Winter

- Mulching of garden beds as approved.
- Continued leaf litter pick up around common areas of complex.
- Coring and fertilizing of lawn areas, late winter/spring.
- Regular weed spraying.

- Regular pruning of all plants and shrubs.
- Regular lawn mowing and edging according to season.
- Fertilizing of all other plants in late August/September (plants that don't need special fertilizing requirements)

Spring

- Fertilizing.
- Regular watering (hand watering if water restrictions apply)
- Regular weed spraying.
- Regular pruning for all plants and shrubs.
- Regular leaf litter cleaned up around common areas of complex.
- Regular lawn mowing and edging according to season.