

TERMS AND CONDITIONS FOR TURF DELIVERY AND TERMS OF PAYMENT:

1. In the event the customer who originally placed the turf order, or the person placing the order on his or her behalf, find it necessary to cancel the order after our minimum 48hour cancellation period, such cancellation will only be accepted on the terms that the purchaser accept full responsibility for all expenses incurred thus far up to the time of cancellation.

Plain English: If you order the turf and cancel it – and we have already cut it – you still have to pay for it.

2. Any obligation to supply is entered into upon the express condition that Lilydale Instant Lawn will not be liable for delivery delays, which occur because of causes beyond its control.

Plain English: If we get a flat tyre, or are held up with unexpected traffic delays – we might not be able to honour our original delivery time specified. We will however give you a courtesy call to let you know if there is any changes that may inconvenience you.

3. Turf is a perishable product. Lilydale Instant Lawn will not accept any responsibility, or be held liable for any deterioration of turf quality due to delays with installation periods, or poor management on behalf of the recipient once the product is delivered.

Plain English: make sure you arrange your time to be able to lay the turf on your selected day of delivery. Turf could discolour through heat up if it sits on the pallet for a longer than necessary period of time.

The shelf life of turf will vary depending on the season. ie – shorter shelf life in extreme temperatures.

4. Unless prior agreement is reached, and the Delivery Waiver/Disclaimer signed, the company undertakes to deliver and the customer to receive Lilydale Instant Lawn products at the nature strip. The delivery vehicle will only enter the job area to facilitate unloading at the customer's own risk & responsibility and at the absolute discretion of the truck driver.

Plain English: If you ask our driver to drive his forklift on your concrete driveway and he is concerned that the weight of the machine might crack or damage the surface – he may refuse to do so – or if you insist it will “be O.K” – then any costs incurred to repair or replace subsequent damage will be at the cost to the home owner or landscape contractor – not Lilydale Instant Lawn.

5. The customer is under obligation to supply Lilydale Instant Lawn with all the relevant information regarding the delivery site and to identify any potential hazards for our large semi-trailer to us at the time of placing the order to enable the safe delivery of turf to their desired location.

Plain English: At the time of placing the order the customer is required to advise Lilydale Instant Lawn if the truck driver is likely to encounter any hazards during the delivery of turf that may pose a potential safety risk to our truck driver, prime mover or public safety. Potential hazards that must be identified include access issues for a large semi-trailer, main roads, schools in the area, unmade or unsafe road conditions, dead-end streets, narrow access, overhanging trees, roundabouts and traffic islands. As such, if Lilydale Instant Lawn deem a delivery unsafe, alternative arrangements may need to be made or identified hazardous locations ie the Mount Dandenong area may incur additional charges.

6. Turf orders detailed on the tax invoice receipt and the corresponding pallet labels must be double checked by the customer on delivery. Lilydale Instant Lawn will not be held responsible if this check is not made prior to dispatch and leaving the jobsite.

Plain English: Please double check the turf variety and quantity are as per your order while the truck driver is still on your property.

7. All turf must be paid for at the time of placing the order prior to it being harvested. The delivery driver will not accept personal cheques or cash on delivery unless prior arrangement is made with management. Credit accounts will only be offered to approved Lilydale Instant Lawn customers.

Plain English: We won't cut or deliver the turf until it has been paid for.