

HOME PIN

Landscaping and Garden Maintenance

Residential

Service Level Agreement

Client information

1. Client Name _____
2. Physical address _____
3. Identification number _____
4. Telephone number _____
5. E-mail address _____

INTRODUCTION

HomePin was established in 2003 with our main operations based in Rayton, Pretoria and is currently under the management of Juan van den Berg.

Through consistent hard work and responding to our clients' needs we have earned our status as reputable landscaping and garden maintenance service provider. We are fully committed to continue adding value to our clients through effective servicing of all aspects related to landscaping and garden maintenance.

VISION AND MISSION

To deliver optimum service at all levels by ensuring our workers are adequately equipped and trained for their individual roles.

To ensure that our operations and methods are beneficial to our clients and that, through our expertise, the best service possible is rendered.

To ensure our clients' service needs are met and that we add value through interactive consultation.

MAINTENANCE

WEEKLY GARDEN MAINTENANCE.

- Clearing of pets' waste.
- Mowing of lawn and removal of grass cuttings, except during winter periods (low growth) when the lawns will be cut once every second week.
- Edging of the lawn areas.
- Turning of flowerbeds.
- Weed control of flowerbeds.
- Trimming of shrubs and low hanging tree branches.
- Seasonal splitting of common area flowerbeds.
- Clearing of pavement/parking areas.
- Quarterly weed control of paved areas. (See PAVING section.)
- Clearing of patio areas affected by grass cuttings.
- Cleaning of braai area.
- Tidying up of garden equipment (e.g. hose, sprinklers).
- Raking of leaves in open areas.
- Removal of garden waste produced as part of our team's maintenance.

HORTICULTURAL SERVICES OFFERED

- Garden maintenance
- Landscape design
- Once-off cleaning up of gardens
- Clearing up overgrown foliage around electric fences.

CLIENT RESPONSIBILITIES

The Client is responsible for the provision of the following tools and materials:

- All electrical consumables (electrical supply)
- All plumbing consumables (water)
- Consumables and tools for specially requested ad-hoc projects

OUR RESPONSIBILITIES

We are responsible for the provision of the following tools and materials:

- Lawn mowers, electrical OR petrol (please stipulate by underlining)
- Garden blowers (electrical)
- Brush cutters, including nylon trimming line.
- Pruning scissors
- Hedge clippers
- Garden forks
- Garden spades
- Bow saws
- Brooms
- Plastic garden rakes

PEST CONTROL

Basic herbicides and pesticides will be applied by us, subject to separate quotation. THE FOLLOWING ARE EXCLUDED:

- Bees
- Birds
- Bats

A third-party specialist service provider will be required to attend to the removal of the above, as these may include endangered species, and extend beyond our scope of expertise.

PAVING

Weed control on paved areas are compulsory, seasonally or more frequently if neglected. We will supply the material and labour required for this, quoted separately. If you choose to provide your own weed control supplies, kindly arrange with us ahead of your scheduled service.

Weeding by hand, without the use of weed control products, will be carried out if requested, should the area not exceed 1 m². Larger area will be quoted separately, due to the time commitment required.

ADDITIONAL SERVICES

The following are additional to our standard service offering, and are subject to separate quotation:

- Major refuse removal (garden refuse and general refuse)
- Landscaping designs and upgrades
- Irrigation systems
- Seasonal compost, fertilizers, and annual seedlings
- Design and installation of irrigation systems
- Additional garden worker/s after hours

WORKERS

A competent Team Leader will manage workers on site to ensure the quality of work carried out.

Workers are required to complete their tasks during weekdays. Exceptions to this are at the discretion of our management team.

All our workers undergo training specific to their roles, to enable them to perform their maintenance duties effectively and efficiently.

Service Level Agreement

between

HomePin Landscaping and Garden Maintenance

(HomePin, we, us, our)

and

you, the Client

(as stated in the signature section of this document)

1. The commencement date of this agreement is as stated in the signature section of this document. This Service Level Agreement (SLA) shall be for an initial period of 12 (twelve) months from the commencement date and upon expiry of such initial period, shall automatically continue month-to-month. Each party shall have the right to give notice of intention to terminate this agreement upon expiry of this agreement by giving no less than one calendar month notice prior in writing.
2. To ensure uninterrupted service, our SLA fees shall be payable in advance, by the last day of each month and no later the 2nd of the following month. An annual escalation, linked to consumer price index, will be effective on the anniversary of this agreement.
3. The Client must pay the account in full within 30 days of invoice date. Overdue accounts will attract interest at a rate of prime lending rate plus 2%. Services may be withheld at management discretion, pending payment of all outstanding amounts as per latest account statement.
4. We shall request approval from the Client for any work, consumables, tools, or materials that would attract additional costs prior to commencing work. Once approval has been obtained, this will be indicated separately on the invoice.
5. We undertake to properly maintain the specified areas of responsibility that have been outlined in the SLA during weekdays, excluding public holidays. Should our services be required on public holidays or during weekends, this will be agreed between the Client and our management team ahead of scheduled time, in writing. Such services will be quoted separately.
6. It is the Client's responsibility to advise us of the location of high caution areas, such as irrigation systems, fire hazard-, electrical- and sewerage areas, emergency evacuation and/or assembly areas. Should we not be informed in advance by the Client, by means of pointing out in person such areas, or on plans of the property, the Client will be responsible for costs incurred in the event of damages caused by HomePin.
7. The duly authorized agents of HomePin shall at all reasonable times, during business hours, have the right to access the premises of the Client with prior notification, in order to perform their maintenance duties. HomePin shall comply with all the Client's security requirements when entering the area.
8. In the event of five-week months, the fifth service will be banked towards no-service days (such as heavy rain, public holidays, year-end shutdown).

9. During light rain HomePin will endeavor to continue working.
10. During heavy rain the Client will be notified if services cannot continue.
11. Garden maintenance fees are payable even if the Client or Client's representative is unavailable to grant HomePin access to the property to perform agreed maintenance duties, and reasonable attempt was made to contact the Client and more than 10 minutes have elapsed after attempt was made to reach the Client. HomePin cannot return later without prior agreement between the Client and HomePin.
12. If the area experiences a power failure (e.g. Tshwane or Eskom) services that require electricity (e.g. lawnmowing) will be deferred to the following week. Services independent of electricity will continue.
13. If the client insists on the lawn to be mowed with a petrol engine lawnmower, approval for the additional operating costs to be requested and approved in writing by the Client.
14. HomePin workers are prohibited from using ladders during normal maintenance service. The Client must make special arrangements with HomePin management, in advance, for services that require the use of ladders (e.g., pruning or cleaning branches higher than 2.4m).
15. It is the Client's responsibility to protect tree trunks using appropriate protective guards against damage from brush-cutters.
16. Our standard maintenance service excludes planting of seedlings/plants and/or making and turning of new beds. Kindly arrange with HomePin management for this service, which will be quoted separately.
17. HomePin workers are prohibited from working in vegetable and herb gardens.
18. Our weekly service includes four x 20kg bags of garden waste per Client per service. Additional bags will be invoiced separately.
19. DAMAGES:
 - a. Damage resulting from service incidents are for the Client's own account, e.g. broken windows from rocks thrown up by lawnmowers.
 - b. Any damages/destruction of whatsoever nature, except as described below, to the Client's property, albeit that the damage/destruction may have been caused because of natural supervening events (casus fortuitus) or any other factors beyond the Client's control shall be for the Client's account.
 - c. Any damages/destruction caused to plants/equipment by workers of HomePin will be for the cost of HomePin after a full investigation and report has been sent through to the Client.
 - d. Neither party shall be considered in default of performance of any obligations under this agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government- ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.

20. This SLA shall be always subject to variation by HomePin and the Client. This is subject to both parties giving one another 2 (two) months' written notice to effect the change once it has been agreed to by both parties.
21. This SLA, the contents hereof, including the retainer amount, shall be fixed for a period of twelve (12) months unless as indicated above. Should no communication be received from the Client upon the expiry of the twelve (12) months, the SLA, and the contents thereof shall automatically be renewed on a month-to-month basis. Any increase in the retainer amount during this renewal shall be communicated to the Client prior to the increase being implemented. The increased amount will be fixed for a 12-month period.
22. Service suspension is not permitted as the cost of services is calculated over a 12-month period.
23. HomePin and the Client hereby choose their respective addresses as recorded herein as being their respective domicilium citandi et executandi.
24. OVERTIME required outside normal operating hours, requested by the Client will be quoted separately, e.g. any request from the Client to work during weekends or public holidays.
25. This SLA is an agreement between the Client and HomePin and consequently, where necessary, HomePin reserves the right to communicate directly with the Client with regards to any matters relating to the SLA or our services to the Client.
26. All employees of HomePin are prohibited, both during and 12 months post-employment, from working privately for any entity or person who is or was a client of HomePin during their employment with the company. In order not to complicate matters unduly, the Client agrees not to employ any current or previous HomePin worker, directly or indirectly, to attend to any services falling within the scope of this SLA both during and following the termination of this SLA for whatever reason.
27. HomePin complies with the minimum wage requirements as set out in South African Labor Law. Should there be a drastic change in such requirements for the duration of this SLA, HomePin reserves the right to renegotiate the terms of this SLA with the Client.
28. HomePin complies with the COVID-19 Risk Management Guidelines for Construction/Maintenance as per the South African Landscapers Institute (see Annexure A).
29. In terms of the new POPI Act with effect from 1 July 2021 we are required to have your consent to keep certain personal details regarding yourself.

I, as stated in the signature section of this document hereby authorise and give consent for HomePin Landscaping and Garden Maintenance to obtain and retain only the following personal information from myself:

1. Client Name
2. Physical address
3. Identification Number
4. Telephone number
5. E-mail address

For the sole purposes of:

1. Keeping record of existing clients.
2. Meeting the requirements for a legally binding service agreement.
3. Meeting requirements to keep financial records for auditing purposes.
4. Sending and receiving of correspondence related to the client's account including invoices, and general correspondence.
5. Having the ability to contact clients.

HomePin Landscaping and Garden Maintenance undertakes to:

1. Ensure that all personal information is kept in a secure environment.
2. Ensure that no third party will have access to any personal information.
3. Ensure that information will not be provided to any third party for any purpose.
4. Ensure that all personal information will be deleted from all systems once the client ceases to do business with HomePin Landscaping and Garden Maintenance.

Please note that we do not require or keep any record of any client bank accounts.

Service Provider: HomePin Landscaping and Garden Maintenance	Client:
Commencement date:	
Monthly fee for services rendered:	R
VAT	R
Total	R

Subject to an annual escalation on 1 November.

Signed at _____ on this _____ day of _____ 20__.

on behalf of
HomePin Landscaping
and Garden Maintenance

Client

as Witness

as Witness

Annexure A

COVID-19 Risk Management Guidelines - Construction/Maintenance

For the protection of staff in the workplace:

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INTRODUCTION

This COVID-19 Risk Management Guideline document is prepared by the South African Landscapers Institute (SALI) for the use of all SALI Members to ensure the safety of all staff and to prevent spreading the coronavirus and associated disease, COVID-19.

This document is prepared with consideration of the diversity of landscaping services that support our national infrastructure i.e.

- Commercial landscaping installations (construction sites),
- Commercial landscaping maintenance of living environments (golf estates, housing estates, hospitals, government facilities, housing areas, parks, public open spaces, schools, shopping centers, etc.,
- Residential landscaping installation,
- Residential landscaping maintenance,
- The installation and maintenance of hard and soft landscaping,
- Tree, plant, and compost Suppliers and

With cognizance of the fact that all landscaping work takes place in the open environment, allowing for natural circulation of air.

SCOPE

A Risk Management Policy is to form part of the Occupational Health & Safety Plan and is to be included in the Landscaping Professionals OH&S Site File (Construction and / or Maintenance).

All Landscaping Professionals, Suppliers and their sub-contractors are to meet the standards as prescribed by the OHS Directive 28th April 2020 and the OH&S Act No.85 of 1993 particularly Section 8 of the Act that places the onus on employers to provide and maintain a working environment that is safe and without risk to the health of their employees and to minimize the spread of COVID19.

RESPONSIBILITIES

The onus is on the Landscaping Professional / Supplier employer to:

- Keep the workplace well ventilated by natural or mechanical means
- Each site is always to have a COVID-19 Risk Management Plan on site, together with a COVID-19 Risk Assessment Plan and registers, filled in and signed by the Site Supervisor,
- (Item 16.2 If an Employer employs more than 500 employees, that employer must submit a record of the risk assessment together with a written policy on the health & safety of its employees to its Health & safety Committee and to the Department of Employment and Labor)
- Ensure that the measures required by the OHS Directive and its risk assessment plan are strictly complied with through monitoring and supervision
- Minimize the number of workers on, at the workplace at any given time through rotation, staggered working hours, shift systems or remote working arrangements.
- Provide an induction course informing all employees and subcontractors of the risks and precautionary measures to be taken in the workplace,
- Keep employees and subcontractors up to date on developments relevant to the COVID-19 pandemic,
- Provide prescribed personal protective equipment (PPE) to all staff
- To provide sanitizing and hand washing facilities in the workplace,
- Carry out Daily Safety Task Instructions (DSTI) including the promotion of hygienic practice in terms of coughing, sneezing, blowing one's nose
- Regular hand washing techniques to be communicated weekly
- Conduct all meetings in open air with limited attendees to allow for social distancing of no less than 2 meters
- Allow meetings only when attendees are able to stand 2 meters apart,
- Regularly check the National Dept of Health, National Institute of Communicable Diseases and National Institute for Occupational Health websites for updates

PREVENTATIVE MEASURES

- Every employer must screen employees for symptoms, at the time that they report for work. See HomePin Screening and Tally sheet
- Personal Protective Equipment:
 - Material Face mask minimum of 2 to be provided by employer free of charge
 - Employer to make arrangements for washing, drying and ironing of masks in accordance with guidelines
 - Overalls
 - High Visibility Vests
 - Safety boots
 - Hard Hat
 - No gloves
 - Provision of sanitizer / soap / water / paper towels
 - Hand Washing (to be communicated weekly)

- All employees shall wash their hands with soap and water for at least 20 seconds or use 70% alcohol-based sanitizer when:
 - Leaving their home in the morning, before accessing the transport vehicle
 - Employer to ensure that there are adequate facilities for washing of hands
 - When arriving on site /office in the morning
 - Before eating and after eating i.e., teatime and lunch time
 - When in contact with anyone on site
 - After ablutions
 - After touching handrails, door handles, tools / implements
 - Before entering the transport vehicle leaving site
 - After any other interactions or contact with others or equipment
 - Hand washing register to be filled out daily
 - Toweling Fabric is prohibited
 - Employers to provide all employees with an adequate supply of hand sanitizer
- Cleaning machinery / equipment / Workstations implements frequently touched
 - All work surfaces, machinery / equipment must be wiped down with approved disinfectant / sanitizer / soap and water before starting work in the morning, during the day and before leaving site.
 - All machinery / equipment must be wiped down with approved disinfectant / sanitizer / soap and water if the tool / machinery / equipment / implement if it is to be used by another team member
 - Employer to disable biometric systems or make them COVID19 friendly.
- Protocol for minimizing contact on sites / office
 - Ensure social distancing measures are implemented through supervision both in the workplace and outside common areas.
 - There will be no hand shaking with any person.
 - Avoid the unnecessary touching of other people.
 - When talking, sitting, or eating with others keep at last 2m between yourselves or put provide workers with face shields or visors
 - Use stairways and do not touch handrails.
 - Staff shall not congregate together at lunch times
 - Stagger all lunch and break times

TRANSPORT

- Where possible transport is to be provided for staff by the employer
- Transport vehicles should be sanitized before and after each trip
- Drivers and all employees / passengers must wear face masks
- Occupancy of the vehicle must be reduced in line with government policy
- When public transport is used employees are to sanitize their hands before and after alighting the vehicle, and wear a face mask

SYMPTOMS & PROCEDURE

- If an employee or sub-contractors' employee are well but have a sick family member at home and / or have been in close contact with a person with COVID-19 they must stay at home and notify their supervisor and refer to their employer on guidance how to conduct a risk assessment of their potential exposure.
- If an employee develops one of the following criteria they should not come to work:
 - A persistent cough
 - A sore throat
 - A fever
 - Shortness of breath
 - Body Aches
 - Loss of smell or loss of taste
 - Nausea
 - Vomiting
 - Diarrhea
 - Fatigue
 - Weakness or tiredness
 - They are a vulnerable person with an underlying health condition
 - Every employee is to immediately report whether they suffer from any other above symptoms to the Employer.
- If an employee or sub-contractor's employee develop a high temperature or a persistent cough while at work, they should:
 - Isolate the Employee and provide the employee with a FFP1 surgical mask and
 - Arrange for the worker to be transported in a manner that does not place other employees at risk.
 - Avoid touching their eyes, nose, mouth, or surroundings
 - Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough, and sneeze into the crook of their elbow.
- If an employee or sub-contractor's employee has developed symptoms at the workplace, the employer must immediately:
 - Assess risk of transmission
 - Disinfect the area and employee's workstation
 - Refer those who may be at risk for screening and
 - Take any other appropriate measures to prevent possible transmission
 - Ensure that the employee is tested or referred to an identified testing site
 - Place the employee on paid sick leave
 - Ensure that the employee is not discriminated against on grounds of having tested positive for COVID19
 - If there is evidence that the employee contracted COVID19 because of occupation exposure, a claim can be lodged for compensation
- If an Employee returns to work after being diagnosed with COVID19
 - The employee must produce a medical evaluation confirming that they have been tested negative for COVID19

- The employer must ensure personal hygiene, wearing of masks, social distancing and cough etiquette is strictly adhered to by the employee
- The employer must closely monitor the employee for symptoms on return to work
- If an employee develops the following criteria:
 - A persistent cough
 - A sore throat
 - A fever
 - Shortness of breath
 - Body Aches
 - Loss of smell or loss of taste
 - Nausea
 - Vomiting
 - Diarrhea
 - Fatigue
 - Weakness or tiredness
 - They are a vulnerable person with an underlying health condition
 - The Employer must inform the Department of Health and Department of Labor if an employee has been diagnosed with COVID19
 - Employer to investigate the cause including any control failure and review the risk assessment
 - Employer to provide administrative support to any contact tracing measures implemented by the Department of Health.

They must contact the **Department of Health Hotline 0800 029 999** immediately and where possible keep the employer informed on the developments thereof.

ABLUTIONS

- The amount of people utilizing a facility must be restricted to ensure good hygiene
- Eating tables/chairs must be wiped down before using with soap and water
- Eating times/break times should be staggered
- Safe distances must be kept (2m apart) during breaks

TOOLBOX TALKS / SITE MEETINGS

- The amount of people utilizing a facility must be restricted to ensure good hygiene
- Eating tables/chairs must be wiped down before using with soap and water
- Eating times/break times should be staggered
- Safe distances must be kept (2m apart) during breaks

TIME KEEPING / REGISTERS

- Daily attendance registers, OH&S registers, and any other paperwork must be designated to one individual / site supervisor who manages input and communicates digitally with the office (WhatsApp Photo or other)
- Entrance to Estates, closed communities, etc. must be managed in a paper free, contact free manner.

EMERGENCY CONTACTS

If you are concerned that you / your staff may need COVID-19 testing, phone the NICD hotline number for assistance.

24-hour toll-free hotline number: 0800 029 999 / 0800 111 132

For more information on COVID-19, contact the National Institute of Communicable Diseases' (NICD) consumer:

visit the NICD website: <http://www.nicd.ac.za/diseases-a-z-index/covid-19/>

Information on Coronavirus COVID-19 WhatsApp: Say "Hi" to 0600 123 456

SALI REGIONAL OFFICES:

Cape Town (+27) 67 828 0667

Gauteng (+27) 64 975 4238

KwaZulu Natal (+27) 83 361 8228

As per COVID-10 regulation 16.6, Juan van den Berg is appointed as the Compliance Officer for HomePin Permits for movement by:

- Juan van den Berg 851014 5171 08 8

COMMUNICATIONS

All communications with the Client are done via HomePin Call Centre, at contact number 082-959-8978, whereby liaison is conducted through either personal interaction when required, telephonically or by e-mail

Ad-hock inspections will be done by the site manager / Owner and communicated to the Client as per the requirements

Communications, we feel, is an area so important to the effective operation of our services; we are constantly upgrading and developing these applications.