HOMEPIN

Landscaping and Garden Maintenance

Residential

Service Level Agreement (SLA)

INTRODUCTION

HomePin Landscaping & Garden Maintenance ("HomePin") was established in 2003 and operates primarily from Rayton / Cullinan, Pretoria, under the management of Juan van den Berg. Through consistent high standards and responsive service, HomePin has built a strong reputation as a trusted provider of residential landscaping and garden maintenance. We are committed to delivering exceptional value and maintaining client property to optimal standards through regular consultation and professional service execution.

VISION AND MISSION

- **Service Excellence:** Deliver top-tier service across all operational levels by ensuring personnel are properly trained, equipped, and supervised, each team by a Team Leader and HomePin Manager inspection upon request.
- **Client-Centric Operations:** Utilize environmentally sound, effective methods tailored to each client's specific property needs.
- **Value Addition:** Enhance property aesthetics and functionality through proactive, interactive consultation.

1. Parties

This Service Level Agreement ("SLA") is entered into between:

- **Service Provider:** HomePin Landscaping & Garden Maintenance ("HomePin")
- **Client:** The individual or entity specified in the execution block of this Agreement.

2. Term

- **Commencement:** This Agreement commences on the date of signature by both parties.
- **Initial Term:** The contract shall remain in effect for an initial period of twelve (12) months.
- **Renewal:** Upon expiry of the initial term, the Agreement will automatically renew on a month-to-month basis unless terminated by either party providing one (1) calendar month's prior written notice.

3. Fees & Payment

- **Monthly Fee:** Service fees are payable monthly in advance, due no later than the 5th day of each month.
- **Payment Terms:** Full settlement of invoices must occur within fourteen (14) days of the invoice date.
- **Annual Escalation:** Fees are subject to an annual price adjustment linked to the Consumer Price Index (CPI), taking effect on 1 December of each year.
- **Overdue Accounts:** Late payments will accrue interest at the prime overdraft rate plus 2% per annum, calculated from the due date until full payment is received.
- **Suspension of Service:** HomePin reserves the right to suspend all services while any account balance remains due.

4. Scope of Services

4.1 Standard Weekly Garden Maintenance

Includes the following regular maintenance tasks:

- **Lawn Care:** Mowing lawns weekly during peak growth seasons (bi-weekly during winter months).
- **Trimming & Edging:** Edging lawn borders, trimming ornamental shrubs, and pruning low-hanging tree branches.
- **Bed Maintenance:** Weeding and turning soil in flowerbeds.

- **Hardscape Tidying:** Sweeping and clearing paved walkways, patios, and braai areas.
- **General Cleanup:** Raking leaves, tidying garden hoses/sprinklers, and disposing of regular garden waste (up to four 20 kg bags per service visit).
- **Pets waste:** Clean-up and remove.

4.2 Exclusions & Additional Services (Quoted Separately)

The following services are not included in the standard weekly fee and require a separate written quote:

- Landscape design, upgrades, and planting of new beds/seedlings.
- Installation, repair, or maintenance of irrigation systems.
- Supply of compost, fertilizers, mulch, or specialized plant stock.
- Chemical application of herbicides, pesticides, or specialized pest control (e.g., removal of bees, birds, bats, or wood-boring insects).
- Waste removal exceeding four (4) 20 kg bags per visit, or removal of major foliage/landscaping debris.
- Specialized cleaning or clearing around electric fencing, high-voltage lines, or structural boundaries.
- Additional labour requested outside normal operating hours or once-off deep cleaning of neglected gardens.

4.3 Paving & Weed Control

- **Chemical Weed Control:** Weed control on paved surfaces is mandatory on a seasonal basis (or more frequently if neglected). HomePin will supply the necessary materials and labour, which will be quoted separately.
- **Client-Supplied Products:** If the Client provides approved weed control chemicals, labour for application will be billed to the Client's account.
- **Manual Weeding:** Manual hand weeding without chemical assistance is included only for paved areas up to 1 m^2. Larger areas requiring manual weeding will be quoted separately.

5. OBLIGATIONS & RESPONSIBILITIES

5.1 Client Obligations

- **Utilities:** Provide free access to electricity and water required for standard garden maintenance and ad-hoc projects.
- **Property Protection:** Install protective guards on vulnerable tree trunks, young saplings, or sensitive garden fixtures.
- **Access:** Provide clear, unobstructed access to the property during designated service times.

- **Hazards:** Inform HomePin in advance of all high-risk areas, including underground irrigation pipes, electrical wiring, gas lines, sewerage systems, or hazardous features.

5.2 HomePin Obligations

- **Equipment:** Supply standard tools and maintenance machinery (specifying whether electrical or petrol-driven equipment will be utilized on-site).

- **Supervision:** Provide qualified, trained personnel operating under the direct supervision of an on-site Team Leader.

6. OPERATIONAL CONDITIONS

- **High-Caution Areas:** If high-caution areas (e.g., irrigation lines, electrical wiring, underground utilities) are not clearly pointed out in person or indicated on property plans prior to service, the Client shall be solely liable for all repair costs resulting from accidental damage caused by HomePin.

- **Operating Hours:** Standard services are rendered on weekdays between standard business hours, excluding public holidays. Weekend or public holiday work must be arranged and quoted separately.

- **Security Compliance:** HomePin staff will strictly adhere to the Client's residential security and access protocols.

- **Five-Week Months:** In months containing five scheduled service days, the fifth service is banked by HomePin to offset non-service days resulting from inclement weather, public holidays, or annual year-end shutdowns.

- **Weather Conditions:** Maintenance continues during light rainfall; heavy rain or severe weather defer services to the next operating day.

- **Denied Access:** If HomePin is unable to gain access to the property after reasonable attempts to contact the Client, the full fee for that visit remains payable. HomePin cannot return later in the week without a prior written arrangement.

- **Power Outages & Load Shedding:** Power-dependent services (e.g., electric lawnmowers, blowers) affected by power outages will be deferred to the next scheduled service visit unless petrol-driven equipment is approved in writing by the Client (additional charges may apply).

- **Restrictions:**

    - HomePin workers are strictly prohibited from using ladders unless specifically pre-arranged and authorized.

    - HomePin workers will not maintain, or service vegetable or herb gardens.

    - HomePin will not plant seedlings / plants and or make and turn new garden beds.

7. LIABILITY & DAMAGES

- **Incidental Damage:** HomePin is not liable for minor incidental damages inherent to outdoor power equipment operations (e.g., gravel kickback breaking windows). The Client is expected to maintain adequate Homeowners/Property Insurance.

- **Direct Negligence:** HomePin accepts responsibility for damage caused directly by gross negligence or willful misconduct of its personnel, subject to a prompt joint investigation.

- **Force Majeure:** Neither party shall be held liable for failure or delay in fulfilling obligations under this Agreement due to events beyond reasonable control, including natural disasters, severe weather events, fires, strikes, or acts of state.

8. SERVICE ADJUSTMENTS & SUSPENSION

- **Fee Adjustments:** Written notice will be provided prior to implementing any fee revisions including the annual CPI escalation.

- **No Temporary Suspensions:** Temporary suspension of services (e.g., during holidays / travel or Winter months) is not permitted, as monthly pricing is structured and averaged over a 12-month operational cycle.

9. RESTRICTION ON EMPLOYMENT (NON-SOLICITATION)

The Client agrees not to employ, solicit, or engage the services of any current or former HomePin employee privately during the tenure of this Agreement and for a period of twelve (12) months following the termination of such employee's employment with HomePin.

10. STATUTORY COMPLIANCE & PRIVACY

- **Labour Law:** HomePin certifies compliance with all South African Labour Legislation, including Sectoral Determination and Minimum Wage requirements.

- **Data Protection (POPIA):** In accordance with the Protection of Personal Information Act (POPIA), the Client consents to HomePin storing and processing essential personal information (Name, Property Address, Contact Numbers, Email, and ID/Registration Number) strictly for administrative, operational, and financial purposes. HomePin does not store client banking details.

11. COMMUNICATION & CONTACT DETAILS

All official inquiries, scheduling requests, or service feedback must be directed to the central HomePin support channel:

- **Call Centre / WhatsApp:** 082 959 8978

- **Site Inspections:** Conducted periodically by HomePin supervisors to maintain service quality.

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

Subject to an annual escalation on 1 December once a year.

Signed at_____on this_____day of_____20__.

_____ _____

on behalf of
HomePin Landscaping
and Garden Maintenance

Client