



“Professionalism in Landscaping”

Landscape Certification Scheme

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN FOR YOUR RECORDS

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1. Scope

This document contains important information regarding the terms and conditions which apply to your Landscape Certification with Landscape Queensland Industries Inc. These terms and conditions are between You and Landscape Queensland Industries Inc.

2. Definitions

In these terms and conditions:

"Administration Provider" means any entity acting as agent for Landscape Queensland Industries Inc., as agreed, in respect of Applications for Certification, re-Certification and payment of associated fees;

"Applicant" means a business operating within the landscape or allied industry;

"Application" means an application for Certification of an individual to the Landscape Queensland Industries Inc.;

"Certification Administrator" means Landscape Queensland Industries Inc. or a delegated representative of Landscape Queensland Industries Inc. acting in that capacity;

"Certification Procedures" means the procedures developed by Landscape Queensland Industries Inc. as documented in the Landscape Certification Procedures document (as varied from time to time), and used as the core requirements in assessing the Applicant for the purpose of granting or maintaining Certification;

"Certification Services" means assessment of an Applicant in accordance with the Landscape Certification Procedures, and includes Landscape Certification;

"Continued Professional Development" means the process whereby Certified Members maintain their Certification status and refers to activities designed to upgrade knowledge and skills of those in the landscape industry;

"Contract" means the contract between Landscape Queensland Industries Inc. and You resulting from Your Application for Landscape Certification, and shall include these terms and conditions;

"Landscape Certification Certificate" means the document issued by Landscape Queensland Industries Inc. to record the type of Landscape Certification achieved;

"Landscape Certification Logo" means the approved symbol that signifies that an Applicant has achieved Certification;

"Landscape Certification Scheme" means the programme by which an individual involveds in the landscape industry may achieve recognition of Landscape Certification;

"Landscape Certification" means confirmation that the Applicant has been accredited in accordance with the Landscape Certification Procedures;

"You" means the Applicant business applying for Landscape Certification.

3. Landscape Certification Services

An Application for Landscape Certification must be lodged with the Certification Administrator. The Landscape Administrator agrees to provide, and You agree to accept, the Landscape Certification Services requested by You pursuant to Your Application.

4. Assessment For Certification

You agree to promptly comply with the Landscape Certification Procedures and to provide the employees, agents and contractors of Landscape Queensland Industries Inc., the Administration Provider and the Certification Administrator with all co-operation and assistance required to enable them to provide the Landscape Certification Services requested by You, including reasonable access from time to time to the copies of documents and records belonging to You.

5. Becoming Certified

After assessment in accordance with the Landscape Certification Procedures and if You are not in breach of these terms and conditions and the Certification Administrator is satisfied that Landscape Certification is appropriate, the Certification Administrator will:

- grant Landscape Certification,
- issue You with a Certificate; and
- grant to You a non exclusive license revocable at will to use the applicable Landscape Certification Logo for the purpose only of displaying proof of Landscape Certification.

Landscape Certification is valid for 24 months from the date of Certification.

If the Certification Administrator is not satisfied that Landscape Certification is appropriate they will notify You and the Certification Administrator may provide assistance as is possible at their discretion to enable you to reach the appropriate standard to become Accredited.

6. Appeals

You have the right to appeal against the decision by the Certification Administrator not to grant Landscape Certification in respect of Your Application.

Your appeal must be made in writing and include all details and materials relating to such appeal and be submitted to the Certification Administrator within 30 days of being notified of the decision not to grant Landscape Certification. Your appeal will be assessed by Landscape Queensland Industries Inc.. The Landscape Administrator will inform You of the outcome of the appeal in writing. The decision of the Landscape Queensland Industries Inc. is final and conclusive.

7. When Certified

Subject to these terms and conditions, Landscape Certification continues until expiration, cancellation or termination under this Contract. You may renew Your Landscape Certification by a separate Application made to the Landscape Administrator. You are required to complete CDP activities as required by Landscape Queensland Industries Inc. to gain renewal of Your Certification status. Your records of CDP activities will be assessed by the Landscape Certification Administrator, and renewal will be granted upon acceptance by the Landscape Certification Administrator.

Subject to these terms and conditions, You may publicise the fact that Certification has been granted and display the Landscape Certification Certificate and Landscape Certification Logo as evidence of Landscape Certification.

It is not to be construed that Landscape Certification is approved by any government or governmental or statutory authority.

You must not engage in any conduct which might mislead, deceive or confuse any person in relation to or otherwise misrepresent the nature, status, scope or effect of, Your Landscape Certification.

8. Termination Of The Contract including Suspension

You may terminate the Contact at any time by giving 30 days' prior notice to the Certification Administrator.

You must promptly comply with any directions given by the Certification Administrator to correct any conduct or misrepresentation in breach of Section 7. If Landscape Queensland Industries Inc. or the Certification Administrator reasonably believes that Landscape Certification is no longer appropriate, the Certification Administrator may suspend Your Landscape Certification with immediate effect by giving notice to You. If Your Landscape Certification is suspended:

- the Certification Administrator must furnish You with information outlining the steps that must be taken by You to enable the suspension to be lifted;
- You must immediately take all steps necessary to enable the suspension of Your Landscape Certification to be lifted; and

- You must take all steps to prevent the public being misled or otherwise misinformed.

If the Certification Administrator is satisfied with the remedial action taken by You, the Certification Administrator may lift the suspension of Landscape Certification by notifying You of your Certification status.

In addition to any other right of termination under the Contract, Landscape Queensland Industries Inc. may terminate the Contract with immediate effect by giving notice to You if:

- You breach any of these terms and conditions and fail to remedy the breach within 30 days after receiving notice requiring You to do so;
- You breach these terms and conditions where that breach is not capable of remedy;

In the case of discontinuation of the Landscape Certification program, Landscape Queensland Industries Inc. reserve the right to terminate the Contract at any time by giving 30 days prior written notice.

If Your Landscape Certification expires or is cancelled or You no longer wish to be Accredited or is terminated by Landscape Queensland Industries Inc., You must immediately:

- cease using and withdraw from public display the original and all copies of the Landscape Certification Certificate and Landscape Certification Logo. This includes the removal of all references to Landscape Certification relating to your business such as signage on your premises and all written materials including that on electronic media;
- cease all advertising, promotions or other publication of the fact of Landscape Certification; and
- take all other necessary steps to ensure that third parties are not misled to believe that Your Landscape Certification is no longer current.

9. Notice

A party giving notice or notifying under the Contract must do so in writing:

- directed to the recipient's address nominated in the Application or varied by any notice; and
- hand delivered or sent by prepaid post to that address.

A notice given is taken to be received:

- if hand delivered, on delivery;
- if sent by prepaid post, four days after the date of posting.

10. Fees and Charges

You must pay to the Administration Provider all fees and charges due in respect of Landscape Certification Services provided to You when requested to You.

The fees and charges payable are those set out in the current Application Form.

Landscape Queensland Industries Inc. reserves the right to amend its schedule of fees and charges at any time.

11. Information Provided by You

You warrant that all information made available or provided by You to the Certification Administrator is, to the best of Your knowledge and belief, true, complete and correct, and You agree to provide prompt written notice of any change in that information which would render it untrue, misleading or incorrect.

12. Privacy

Landscape Queensland Industries Inc. will direct its employees, agents and contractors to treat as confidential, and to not disclose to any other third person any confidential information belonging to You with which the Landscape Queensland Industries Inc. becomes acquainted during the term of the Contract. Landscape Queensland Industries Inc. may, however, disclose Your identity and the nature and status of Your Landscape Certification.

13. Intellectual Property Rights

You acknowledge that:

- Landscape Queensland Industries Inc. is the owner in Australia of all copyright, know-how and other intellectual property rights in the Landscape Certification Scheme, the Landscape Certification Certificate, the Landscape Certification Logo, the Landscape Certification Procedures and any associated documentation or material; and
- no right, title or interest in the Landscape Certification Scheme, the Landscape Certification Certificate, the Landscape Certification Logo and documentation or material is transferred or assigned to You under the Contract.

14. Assignment

Landscape Certification is assigned to the Applicant only. Your rights under this Contract cannot be assigned, transferred or otherwise disposed.

15. Relationship

The Contract does not create any employment, agency or partnership relationship between Landscape Queensland Industries Inc. and You.

16. Waiver

None of these Terms and Conditions will be taken to be waived except by written notice signed by you and us.

17. Liability

You agree that Landscape Queensland Industries Inc. is not under any liability to You for any loss or damage (including consequential loss or damage) from Your involvement in the Landscape Certification Scheme.

18. Amendment

Landscape Queensland Industries Inc. may vary these Terms and Conditions at any time in its sole discretion.

19. Severability

If all or any part of the Contract is found by a Court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part(s) may be severed from the Contract and the remaining parts of the Contract shall continue in force.

20. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of The State of Queensland, Australia.