EFFECTIVE FROM 4 OCTOBER 2026

TERMS & CONDITIONS

These Terms & Conditions apply to all quotes, services and work provided by Mekemow unless otherwise agreed in writing.

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Disputes	Entire agreement
Changes to these terms	Governing law

ACCEPTANCE OF QUOTE

Acceptance of a Mekemow quote confirms that the customer has read and accepted these Terms & Conditions.

A quote is based on the information available to Mekemow at the time of assessment. The accepted quote, together with any agreed variations, forms the basis of the work to be completed.

The quote remains valid for the period stated on the quote. After this period, Mekemow reserves the right to review pricing where material, supplier, equipment or other operating costs have changed.

SCOPE OF WORK

Mekemow will complete the work described in the accepted quote.

Only the items specifically included in the quote are included in the quoted price.

Items not included in the quote are excluded unless subsequently agreed as a variation.

For lawn renovations, the quoted scope may include, where specified:

- Lawn assessment and preparation
- Mowing and vegetation removal
- Scarifying or dethatching
- Core or solid-tine aeration
- Soil preparation
- Topdressing
- Levelling
- Fertiliser application
- Seed application
- Overseeding
- Pest or weed treatment
- Lawn rolling
- Irrigation setup or adjustment
- Removal of green waste
- Follow-up visits

The exact services, quantities, products, seed varieties and application rates will be stated in the quote where relevant.

SITE CONDITIONS

Lawn and soil conditions vary between properties.

Mekemow will assess visible site conditions before work begins. Some conditions are concealed and may only become apparent once work starts.

These may include:

- Compacted soil
- Poor soil structure
- Excessive thatch
- Poor drainage
- Low or high soil levels
- Underground obstructions
- Tree roots
- Stones, rubble or construction waste
- Buried services
- Irrigation faults
- Contaminated soil
- Previous chemical treatments
- Pest or disease issues
- Existing turf diseases
- Excessive weed pressure

Where previously concealed conditions materially affect the required work, Mekemow will discuss the issue with the customer before proceeding with additional chargeable work where reasonably practicable.

EXISTING LAWN AND RENOVATION RESULTS

Lawn renovation improves the conditions for healthy turf establishment. It does not guarantee a specific final appearance or turf density.

Results depend on factors including:

- Existing soil conditions
- Seed selection
- Weather
- Temperature
- Sunlight
- Moisture

- Irrigation
- Weed pressure
- Pest and disease pressure
- Existing vegetation
- Soil fertility
- Mowing practices
- Customer maintenance
- Foot traffic
- Pets

Mekemow will select methods and materials based on the site assessment and the agreed scope of work.

Where site conditions are unsuitable for the requested outcome, Mekemow will advise the customer before commencing the relevant work.

SEEDING AND GRASS ESTABLISHMENT

Seed germination and establishment are biological processes affected by environmental conditions.

Mekemow does not guarantee a specific germination percentage, establishment time, colour, density or final appearance where these outcomes are affected by factors outside Mekemow's control.

The customer is responsible for following the watering and maintenance instructions provided by Mekemow after seeding.

Failure to maintain adequate moisture during establishment may result in poor germination, patchiness or seed loss.

If establishment fails due to inadequate watering, extreme weather, animal damage, foot traffic, pest activity, disease or other factors outside Mekemow's reasonable control, additional remedial work is chargeable unless otherwise agreed.

WATERING AND IRRIGATION

The customer is responsible for providing adequate irrigation following completion of seeding, topdressing or renovation work unless irrigation services are specifically included in the quote.

The customer must ensure irrigation systems are operational and suitable for the required watering regime.

Mekemow is not responsible for poor establishment caused by:

- Insufficient watering
- Excessive watering
- Incorrect watering frequency
- Irrigation system failure
- Uneven irrigation coverage
- Water restrictions
- Customer failure to follow watering instructions

Where required, Mekemow may recommend changes to the watering programme or irrigation system.

WEATHER

Lawn work is affected by weather and ground conditions.

Mekemow may delay, reschedule or modify work where weather or site conditions make the planned work unsuitable or likely to produce a poor result.

Examples include:

- Heavy rain
- Waterlogged soil
- Frost
- Extreme heat
- Drought
- High winds
- Severe weather
- Ground conditions unsuitable for machinery

Weather-related rescheduling does not constitute a cancellation by Mekemow.

Mekemow will aim to provide reasonable notice where weather requires a change to the scheduled work.

ACCESS AND CUSTOMER RESPONSIBILITIES

The customer must provide safe and reasonable access to the property and work area.

Before work begins, the customer must:

- Remove personal belongings from the work area
- Keep children and pets away from the work area
- Provide access to required areas
- Advise Mekemow of known underground services, irrigation lines, drainage, electrical cables or other concealed infrastructure
- Advise Mekemow of relevant hazards
- Ensure gates and access points are available where required
- Provide access to water where watering forms part of the agreed service

Mekemow is not responsible for damage to concealed services or infrastructure where their location was not reasonably identifiable or disclosed before work began.

MACHINERY AND PROPERTY

Mekemow will take reasonable care when operating machinery and equipment on the property.

Lawn and landscaping work involves machinery operating on soil, turf, paths and other surfaces.

Minor marking, rutting, soil movement or disturbance may occur where ground conditions are soft or wet.

Mekemow will avoid unsuitable conditions where reasonably practicable.

The customer must identify fragile surfaces, underground services, irrigation systems and other areas requiring special care before work begins.

IRRIGATION, DRAINAGE AND EXISTING SYSTEMS

Mekemow does not accept responsibility for faults in existing irrigation, drainage, electrical systems, pipes, cables or other infrastructure unless the relevant system has been specifically inspected and included within the agreed scope.

Existing irrigation and drainage systems may require specialist assessment where faults are identified.

TOPDRESSING AND SOIL APPLICATION

Topsoil, sand and other materials may settle following application.

Minor settlement and surface variation may occur following topdressing or levelling.

The final surface may change as materials settle, weather conditions change and the lawn establishes.

Additional material or remedial levelling required due to previously concealed site conditions is outside the original scope unless specifically included in the quote.

AERATION

Aeration is intended to improve soil structure, air movement, water infiltration and root development.

Aeration does not guarantee the resolution of underlying drainage or soil problems.

Where severe compaction, unsuitable soil structure or drainage problems exist, additional remedial work may be required.

WEEDS, PESTS AND DISEASE

Existing weeds, pests and turf diseases may affect renovation results.

Mekemow will identify obvious issues during assessment where reasonably possible.

Some weeds, pests and diseases are difficult to identify without specialist testing.

Where treatment is recommended, the relevant treatment and cost will be identified in the quote or agreed separately.

Mekemow does not guarantee the complete elimination of weeds, pests or disease unless a specific treatment programme is quoted and undertaken.

CHEMICAL APPLICATIONS

Where herbicides, fertilisers, pesticides or other regulated products are used, they will be applied in accordance with the product label, applicable requirements and the agreed scope of work.

The customer must advise Mekemow of known pets, children, sensitive plants, ponds, waterways or other conditions that may affect the application.

The customer must follow any re-entry, watering, mowing or other instructions provided following treatment.

VARIATIONS AND ADDITIONAL WORK

If additional work is identified after the quote has been accepted, Mekemow will advise the customer of the additional cost before proceeding where reasonably practicable.

Examples include:

- Additional topsoil or sand
- Additional green waste removal
- Unexpected soil conditions
- Additional preparation

- Additional lawn area
- Additional weed treatment
- Additional levelling
- Additional irrigation work
- Additional labour
- Additional equipment hire

No additional work will be charged unless it has been authorised by the customer, except where immediate action is reasonably required to protect property or prevent further damage.

QUOTE CHANGES

Changes requested by the customer after acceptance may result in a variation to the quoted price.

Changes may include:

- Increasing the work area
- Changing materials
- Changing seed varieties
- Adding services
- Changing the renovation method
- Requesting additional visits
- Requesting additional maintenance

Mekemow will confirm any price change before carrying out the additional work where reasonably practicable.

PAYMENT

Payment terms are stated on the quote or invoice.

Unless otherwise agreed, payment is due by the due date shown on the invoice.

Mekemow reserves the right to suspend further work where an account remains overdue.

Additional costs reasonably incurred from overdue accounts may be charged where permitted by law and stated on the quote or invoice.

DEPOSITS

Where a deposit is required, the deposit amount and payment date will be stated on the quote.

Deposits may be used to secure scheduling, purchase materials, arrange equipment hire or cover other project costs.

Where a customer cancels after Mekemow has incurred non-refundable project costs, those costs may be deducted from any refundable amount, subject to applicable law.

CANCELLATIONS AND RESCHEDULING

Customers should provide reasonable notice when cancelling or rescheduling work.

Where specialised equipment, materials, subcontractors or other non-refundable costs have already been arranged, the customer may be responsible for those costs where permitted by law and agreed as part of the booking.

Mekemow reserves the right to reschedule work due to weather, unsafe conditions, equipment failure, illness, staff availability or circumstances outside reasonable control.

WORKMANSHIP

Mekemow will perform services with reasonable care and skill and in accordance with applicable consumer rights and obligations.

If the customer believes work has not been completed in accordance with the agreed scope, the customer should contact Mekemow as soon as reasonably possible.

Mekemow will assess the issue and, where appropriate, provide a reasonable remedy in accordance with applicable law.

Customers should provide Mekemow with a reasonable opportunity to inspect and remedy any workmanship issue before arranging another contractor to undertake remedial work.

LAWN ESTABLISHMENT AND MAINTENANCE

Mekemow's responsibility for renovation work ends according to the scope stated in the quote.

Unless ongoing maintenance is included, the customer is responsible for maintaining the lawn after completion.

This includes:

- Watering
- Mowing
- Fertilising
- Weed management
- Pest management
- Keeping traffic off newly seeded areas
- Following establishment instructions
- Maintaining appropriate mowing heights

Mekemow may provide an establishment and maintenance guide following renovation work.

NO GUARANTEE AGAINST NATURAL OR ENVIRONMENTAL FACTORS

Mekemow is not responsible for changes or damage caused by events outside reasonable control, including:

- Severe weather
- Flooding
- Drought
- Frost
- Pest infestation
- Disease
- Animal damage
- Water restrictions

- Third-party damage
- Vandalism
- Construction work by others
- Failure of existing irrigation or drainage
- Customer failure to follow care instructions

This clause does not limit any rights the customer has under applicable New Zealand law.

PHOTOGRAPHS AND RECORDS

Mekemow may take photographs of the work area before, during and after work for project records, quality control, quoting and dispute resolution.

Mekemow will not publish identifiable photographs of the customer's property for marketing purposes without appropriate permission.

LIABILITY

Mekemow will comply with its obligations under applicable New Zealand law.

Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot legally be excluded, restricted or modified.

Where liability may lawfully be limited, Mekemow's liability will be limited to the extent permitted by law.

CONSUMER GUARANTEES ACT

Where the customer is a consumer, services supplied by Mekemow are subject to the Consumer Guarantees Act 1993 where that Act applies.

The Act provides guarantees relating to services, including reasonable care and skill and, in relevant circumstances, fitness for a particular purpose and completion within a reasonable time.

Nothing in these Terms & Conditions is intended to remove or reduce rights that cannot legally be excluded.

BUSINESS CUSTOMERS

Where services are supplied to a business customer for business purposes, the parties may agree in writing that the Consumer Guarantees Act 1993 does not apply where the statutory requirements for doing so are satisfied.

Any such agreement must be made expressly and in writing.

DISPUTES

If a customer has a concern about the work, the customer should first contact Mekemow and provide reasonable details of the issue.

Mekemow will make a reasonable attempt to inspect and resolve genuine concerns.

If the matter cannot be resolved directly, either party may use any dispute resolution process or legal remedy available under New Zealand law.

ENTIRE AGREEMENT

The accepted quote, any written variations and these Terms & Conditions form the agreement between Mekemow and the customer for the relevant work.

If there is an inconsistency between these Terms & Conditions and a specific written term in the accepted quote, the specific term in the accepted quote will apply to the extent of the inconsistency.

CHANGES TO THESE TERMS

Mekemow may update these Terms & Conditions from time to time.

The Terms & Conditions applying to a particular job are those accepted with the relevant quote unless otherwise agreed in writing.

GOVERNING LAW

These Terms & Conditions are governed by the laws of New Zealand.

Mekemow

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