Mr Blair Boyer MP
Member for Wright
PO Box 1111
GOLDEN GROVE VILLAGE  SA  5125
E-mail: wright@parliament.sa.gov.au

Dear Mr Boyer

DETERMINATION UNDER THE FREEDOM OF INFORMATION ACT 1991

I refer to your application to the office of the Minister for Industry and Skills made under the Freedom of Information Act 1991 (FOI) Act received on 3 November 2018. Your application sought access to:

"All files, reports, documents, notes, briefings and emails detailing the cost of indoor plants in the Minister for Industry and Skills' Ministerial office for the period 18 March 2017-17 March 2018 and 18 March 2018 to date."

A comprehensive search for all documents including emails held by the office of the Minister for Industry and Skills was conducted that fall within the scope of your application and in accordance with the FOI act. Attached is a Schedule of Documents which I have considered and determined to grant and release :

- 1 document with full access
- 10 documents with partial access

The 10 documents have been released in part pursuant to clauses (6)(1) and 7(1)(b)(i) with personal and business information of a third party redacted. Release of this information may be detriment to the third party's ongoing work in a competitive industry and does not further or support the objects of the FOI act.

No fees and charges are payable for this application.

If you are dissatisfied with this determination you have a legal right of review and appeal.
You will need to apply to the Ombudsman SA for an External Review within 30 calendar days after being notified of the determination. Further details on your review rights can be found by visiting [www.archives.sa.gov.au/content/foi-forms](http://www.archives.sa.gov.au/content/foi-forms).

Should you require any further information please contact me on 8303 2304.

Yours sincerely

[Signature]

Ms Franca Bergamaschi  
**Accredited FOI OFFICER**  
Office of the Minister for Industry and Skills

19/2/2018
FREEDOM OF INFORMATION

DOCUMENT SCHEDULE

Agency/ Business Unit  Office of the Hon David Pisoni MP, Minister for Industry and Skills

Title/ Date  All files, reports, documents, notes, briefings and emails detailing the cost of indoor plants in the Minister for Industry and Skills' Ministerial office for the period 18 March 2017-17 March 2018 and 18 March 2018 to date

<table>
<thead>
<tr>
<th>Doc No</th>
<th>Brief Description</th>
<th>Date of Doc</th>
<th>Full Access</th>
<th>Part Access or Refused access</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Email outlining revised quote for plant hire</td>
<td>2/5/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Indoor Plant Hire – General Conditions Of Trading</td>
<td>2/5/2018</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tax Invoice – May 2018</td>
<td>21/5/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
<td></td>
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<tr>
<td>6</td>
<td>Tax Invoice – July 2018</td>
<td>1/7/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
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<td>Tax Invoice – August 2018</td>
<td>1/8/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
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<td>Tax Invoice – October 2018</td>
<td>1/10/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
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<td>10</td>
<td>Tax Invoice – November 2018</td>
<td>1/11/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
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<td>11</td>
<td>Tax Invoice – December 2018</td>
<td>1/12/2018</td>
<td>Part Access clause7(1)(b)(i)</td>
<td></td>
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</tbody>
</table>
Hi Franca,

Further to our discussions I have prepared & attached a revised quote for you along with our T's & C's.

Despite the reduction in requirements from the original quote, I am happy to keep everything at the same unit price as previously emailed for this package. As it stands this brings it down to $125.50 per month plus gst.

If you were to take the two main boardroom plants out the unit price would adjust slightly & it would make it an even per month plus gst.

We ask for an initial 12 month agreement, but are happy to roll over onto an open ended month by month arrangement after that time. I will also waive any charge for April while you were transitioning, if you are happy to go with the service.

In terms of the cabinet top plants we usually use Sansevieria (which you have there now), Birds Nests

Or

Rhaps Palms

A number of customers have a mix of the Sansevieria with one of these options also.

I am planning to come in today & remove plants that we know are definitely going, so I'll bring a couple of samples with me for you to have a look at.
Regards,
Martin Birrell

Ph: 
email: 
web: www.greenfingershire.com.au

Post: 
Greenfingers Indoor Plant Hire

SA

[Logo]
QUOTATION - Indoor plant rental - Permanent hire

Customer: Office Of The Hon David Pisoni MP  
Date: 2/05/18

Plant Location: Level 10, 1 King William St, Adelaide  
Att: Franca

Email: franca.bergamaschi@sa.gov.au

-------------------------------------------------------------------------------------------------------------------------------------

Details: To supply, maintain and replace as necessary, indoor plants and containers, to the above premises.

Number of plants:

Description:
- x floor standing plants & with medium Lechuza cubico containers
- x table plant in a Lechuza desktop container
- x plants in cabinet top containers with décor pebbles

Hire Period: Initial 12 month agreement & ongoing monthly thereafter.

Rental & Maintenance Fee: $125.50
Plus GST: $12.55
Total Monthly Fee: $138.05

Service to commence: Immediately.

Thank you for the opportunity to provide this quotation. This quote remains valid for 30 days.

Yours Faithfully,

Martin Birrell

To accept this quotation, please sign & return via email along with signed copy of the terms & conditions document.

Name: [Signature]
Date: 11.5.2018

Position: Office Manager
GREENFINGERS INDOOR PLANT HIRE - GENERAL CONDITIONS OF TRADING – PLANT RENTAL

1. Rental to commence from the date of installation and continue for a minimum of 12 MONTHS. Thereafter until either party shall desire to terminate the service, the party so desiring shall give at least one months notice to the other party in writing and the service shall expire at expiration of said notice period. If no such notice is given then the service shall for continue for a successive one month period until so terminated in the above manner. Failure in complying with the initial 12 MONTH service period will render the customer liable for the contracted rental fee for the full 12 MONTH period irrespective of the actual service period. Default of the contract conditions shall make the party so defaulting liable for all monies being due under the conditions of this contact.

2. Accounts will be invoiced at the beginning of each month for the month in advance and are to be paid within 30 days of invoice date.

3. The fees shall remain as quoted for the term of the minimum contract period but may be subject to review after this initial contract period has expired. Any changes to the service and charges during the initial contract period must be agreed upon in writing by both parties. Any proposed increase in charge after the initial contract period has expired will be advised in writing one month prior to taking affect. Charges will be subject to increases as defined by any changes to the G.S.T. (Goods And Services Tax) as imposed.

4. Notwithstanding any other provision of this Plant Hire, other than the further provisions of this clause to the extent permitted by law, in respect of loss or damage for which the Contractor is liable to the Customer, the Contractor’s liability to the Customer arising out of any act or omission of the Contractor in the performance of its Contractor Works shall be limited to the greater of $2,000.00 or the proceeds of any insurance effected for the Contractor Works

   The limitation on liability under clause 4 will not restrict the Contractor’s liability for any loss or damage caused by:

   (I) any dishonest, fraudulent, criminal or malicious act or omission of the Contractor, its sub-Contractor’s, or their respective officers, employees or agents;

   (II) any breach of any statute, contract or duty by the Subcontractor; its sub-consultants, or their respective officers, employees or agents;

   (III) actual or alleged breach of the Company’s or any third party’s Intellectual Property or Moral Rights.

5. Notice of any claim by the customer against the contractor must be given in writing within 30 days of the day upon which the existence of such claim came or should have come to the notice of the customer and such notice shall state the exact nature, grounds and amount of the claim. In default of such notice the customer shall have deemed to have waived completely any such claim which shall not after the expiration of the time stipulated for such notice be allowable or admitted and time shall be the essence of this clause.

6. Any liability on the part of the contractor arising under the terms of the service or at common law for injury to or loss or damage of whatsoever nature sustained by the customer shall be limited to a sum not exceeding that of the total cover deemed payable by the companies’ insurer. In the event that loss or damage is outside of the scope on the insurance policy current at that time, liability will be limited to a sum not exceeding two thousand dollars, which shall include all legal costs, in respect of all the aggregate of all claims arising during any consecutive period of twelve months.

7. In the event of a strike on the customer premises, the contractor shall not be denied entry to carry out necessary service and upkeep of any plants. The contractor shall not be required to carry out any additional duties or any duties of a strike breaking nature.

8. Any notice to be given under this service may be served by delivering the same or forwarding it by registered post to the registered office of the party to receive such notice or the last known address of or known place of business.

9. Any damage other than normal depreciation (in normal circumstances), theft of plants or containers supplied, shall be charged against the customer at the current replacement value.

10. The goods supplied by the contractor may be protected by the customers’ insurance cover; however this does not absolve the customer from responsibility and payment as outlined in clause 9.

11. Movement of plants and containers is prohibited, unless for general cleaning or maintenance. Any plants requiring a move from the original placement shall only be carried out by the contractor, or with the consent of the contractor. Clause 9 applies to any damage arising. A permanent change of position may require an alteration to the plant species, which may change the quoted or contracted unit price.

THESE TERMS AND CONDITIONS ARE ACCEPTED,

FOR AND ON BEHALF OF: The Hon David Pisoni, MP, Minister for Industry, Skills

NAME: Frances Bergamaschi DATE: 11.5.2013

POSITION: Office Manager SIGNATURE: [Signature]
Tax Invoice

Invoice No.: 00004165
Date: 21-May-18

Bill To:
The Office Of The Hon David Pisoni MP
Minister for Industry and Skills
GPO Box 11071
Adelaide SA 5001

Location of plants:
The Office Of The Hon David Pisoni MP
Level 10, 1 King William Street
Adelaide SA 5000

Birrell Family Trust Trading As
Greenfingers Indoor Plant Hire
ABN: 72 741 785 183

Phone:
Email:
After hours:

Plant Hire & Maintenance for the month of invoice in advance.

- Plants comprising of x floor standing & x table top plants in Lechuza containers &
  x cabinet top plants finished with decor pebbles.

$125.50  GST

Terms: Net 30 Days

GST: $12.55
Total Inc GST: $138.05
Amount Applied: $0.00
Balance Due: $138.05

Payments can be made via cheque or direct deposit to
BANK

PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE
Tax Invoice

Invoice No.: 00004221
Date: 01-Jun-18

Bill To:
The Office Of The Hon David Pisoni MP
Minister for Industry and Skills
GPO Box 11071
Adelaide SA 5001

Location of plants:
The Office Of The Hon David Pisoni MP
Level 10, 1 King William Street
Adelaide SA 5000

Phone
Email
After hours:

Plant Hire & Maintenance for the month of invoice in advance, $125.50 GST
plants comprising of x floor standing & x table top plants in Lechuza containers &
x cabinet top plants finished with decor pebbles.

<table>
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<tr>
<th>GST</th>
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<td>$12.55</td>
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Terms: Net 30 Days

Total Inc GST: $138.05
Amount Applied: $0.00
Balance Due: $138.05

Payments can be made via cheque or direct deposit to
BANK

PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE

Copy
Greenfingers Indoor Plant Hire

Tax Invoice

Invoice No.: 00004301
Date: 01-Jul-18

Bill To:
The Office Of The Hon David Pisoni MP
Minister for Industry and Skills
GPO Box 11071
Adelaide SA 5001

Location of plants:
The Office Of The Hon David Pisoni MP
Level 10, 1 King William Street
Adelaide SA 5000

Birrell Family Trust Trading As
Greenfingers Indoor Plant Hire
ABN: 72 741 785 183

Phone:
Email:
After hours:

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<td>GST</td>
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| Terms: Net 30 Days |

| GST: | $12.55 |
| Total Inc GST: | $138.05 |
| Amount Applied: | $0.00 |
| Balance Due: | $138.05 |

Payments can be made via cheque or direct deposit to

BANK

PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE
**Greenfingers Indoor Plant Hire**

**Tax Invoice**

*Invoice No.: 00004371*
*Date: 01-Aug-18*

**Bill To:**
The Office Of The Hon David Pisoni MP  
Minister for Industry and Skills  
GPO Box 11071  
Adelaide SA 5001

**Location of plants:**
The Office Of The Hon David Pisoni MP  
Level 10, 1 King William Street  
Adelaide SA 5000

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<td>GST</td>
</tr>
</tbody>
</table>

**Terms:** Net 30 Days

**GST:** $12.55  
**Total Inc GST:** $138.05  
**Amount Applied:** $0.00  
**Balance Due:** $138.05

Payments can be made via cheque or direct deposit to:  
BANK

**PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE**
Greenfingers Indoor Plant Hire

Tax Invoice

Invoice No.: 00004441
Date: 01-Sep-18

Bill To:
The Office Of The Hon David Pisoni MP
Minister for Industry and Skills
GPO Box 11071
Adelaide SA 5001

Location of plants:
The Office Of The Hon David Pisoni MP
Level 10, 1 King William Street
Adelaide SA 5000

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Terms: Net 30 Days

GST: $12.55
Total Inc GST: $138.05
Amount Applied: $0.00
Balance Due: $138.05

Payments can be made via cheque or direct deposit to.

BANK

PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE
Greenfingers Indoor Plant Hire

Tax Invoice

Invoice No.: 00004520
Date: 01-Oct-18

Bill To:
The Office Of The Hon David Pisoni MP
Minister for Industry and Skills
GPO Box 11071
Adelaide SA 5001

Location of plants:
The Office Of The Hon David Pisoni MP
Level 10, 1 King William Street
Adelaide SA 5000

| DESCRIPTION |
| EX-AMOUNT |
| CODE |

Plant Hire & Maintenance for the month of invoice in advance.

   plants comprising of  x floor standing &  x table top plants in Lechuza containers &
   x cabinet top plants finished with decor pebbles.

GST: $12.55
Total Inc GST: $138.05
Amount Applied: $0.00
Balance Due: $138.05

Terms: Net 30 Days

Payments can be made via cheque or direct deposit to

BANK

PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE
**Greenfingers Indoor Plant Hire**

**Tax Invoice**

Invoice No.: 00004592  
Date: 01-Nov-18

Bill To:  
The Office Of The Hon David Pisoni MP  
Minister for Industry and Skills  
GPO Box 11071  
Adelaide SA 5001

Location of plants:  
The Office Of The Hon David Pisoni MP  
Level 10, 1 King William Street  
Adelaide SA 5000

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<tr>
<td>Balance Due</td>
<td>$138.05</td>
</tr>
</tbody>
</table>

Payments can be made via cheque or direct deposit to

**Birrell Family Trust Trading As**  
Greenfingers Indoor Plant Hire  
ABN: 72 741 785 183

Please note new mailing address from Jan 2018 as detailed above.
# Greenfingers Indoor Plant Hire

## Tax Invoice

**Invoice No.:** 00004665  
**Date:** 01-Dec-18

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**Bill To:**  
The Office Of The Hon David Pisoni MP  
Minister for Industry and Skills  
GPO Box 11071  
Adelaide SA 5001

**Location of plants:**  
The Office Of The Hon David Pisoni MP  
Level 10, 1 King William Street  
Adelaide SA 5000

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<td>Plant Hire &amp; Maintenance for the month of invoice in advance.</td>
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- plants comprising of x floor standing & x table top plants in Lechuza containers & x cabinet top plants finished with decor pebbles.

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**Terms:** Net 30 Days

**GST:** $12.55  
**Total Inc GST:** $138.05  
**Amount Applied:** $0.00  
**Balance Due:** $138.05

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Payments can be made via cheque or direct deposit to  

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**PLEASE NOTE NEW MAILING ADDRESS FROM JAN 2018 AS DETAILED ABOVE**