

Teague's Cleaning Limited – Terms & Conditions of Trade

1. Definitions

- 1.1 "TCM" or Teague's Cleaning Ltd, means Teague's Cleaning Limited I, its successors and assigns or any person acting on behalf of and with the authority of Teague's Cleaning Ltd .
- 1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by TCM to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Total NZD" or "Price" means the Price payable for the Goods as agreed between TCM and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order/accepts quote for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with TCM's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and TCM.

3. Authorised Representatives

- 3.1 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to TCM as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any materials or Services on the Client's behalf and/or to request any variation to the works on the Client's behalf (such authority to continue until all requested works have been completed or the Client otherwise notifies TCM in writing that said person is no longer the Client's duly authorised representative).
- 3.2 In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise TCM in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Client specifically acknowledges and accepts that they will be solely liable to TCM for all additional costs incurred by TCM (including TCM's profit margin) in providing any works, materials, Services or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

4. Price and Payment

- 4.1 At TCM's sole discretion, the Price shall be either:
- (a) as indicated on any invoice provided by TCM to the Client; or
 - (b) TCM's quoted price will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 TCM reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties which are only discovered on commencement of the Services; or
 - (d) in the event of increases to TCM in the cost of labour or Goods which are beyond TCM's control.
- 4.3 At TCM's sole discretion, a non-refundable deposit may be required.
- 4.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by TCM, which may be:
- (a) on completion of the Services; or unless stated**
 - (b) (7) days following the date of any invoice given to the Client by TCM.
 - (c) a date agreed on by both TCM and the client and in writing

4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and TCM.

4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to TCM an amount equal to any GST. TCM must pay for any supply by TCM under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Access

5.1 The Client shall ensure that TCM has clear and free access to the work site at all times to enable them to deliver the Goods. Failure by the client to ensure TCM can provide the goods will incur a cost of:

(a) the time TCM have to wait to gain entry

(b) if entry can not be gained a 25% fee of the cost of the goods or \$50.00 (NZD) (whichever is greater) will be charged with out the goods being served. This clause will also come into effect should TCM not be able to safely enter the premises due to any hazardous/unsafe materials and or animals not allowing TCM to enter the premises

6. Defects

6.1 The Client shall inspect the Goods and shall within twenty four (24) hours of completion (time being of the essence) notify TCM of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford TCM an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are not to standard in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage and are to standard. For defective Goods, which TCM has agreed in writing that the defective goods be put right and to standard at the cost of TCM

7. Consumer Guarantees Act 1993

7.1 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by TCM to the Client.

8. Default and Consequences of Default

8.1 Overdue invoices shall accrue late payment fees from the date when payment becomes due, until the date of payment, at a rate of:

(a) \$25.00 (NZD) when invoice falls overdue on due date on invoice

(b) Additional \$25.00 (NZD) when the invoice falls 2 weeks overdue from due date of invoice

(c) A further \$25.00 (NZD) when the invoice falls 4 weeks overdue from due date of invoice, and will therefor also be handed over to debt collection where additional fees may be added.

8.2 If the Client owes TCM any money the Client shall indemnify TCM from and against all costs and disbursements incurred by TCM in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Client basis, TCM's collection agency costs, and bank dishonour fees).

8.3 Without prejudice to any other remedies TCM may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions TCM may suspend or terminate the supply of Goods to the Client. TCM will not be liable to the Client for any loss or damage the Client suffers because TCM has exercised its rights under this clause.

8.4 Without prejudice to TCM's other remedies at law TCM shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to TCM shall, whether or not due for payment, become immediately payable if:

(a) any money payable to TCM becomes overdue, or in TCM's opinion the Client will be unable to make a payment when it falls due;

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the

benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

9. Cancellation

9.1 TCM must be given 30 days notice of any cancellation by the client (commercial) and 2 days notice of any cancellation (domestic). In the event that the Client cancels TCM's services the Client shall be liable for any and all loss incurred (whether direct or indirect) by TCM as a direct result of the cancellation (including, but not limited to, any loss of profits).

10. General

10.1 The failure by TCM to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect TCM's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

10.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Dunedin Courts of New Zealand.

10.3 TCM shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by TCM of these terms and conditions (alternatively TCM's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

10.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by TCM nor to withhold payment of any invoice because part of that invoice is in dispute.

10.5 TCM may license or sub-contract all or any part of its rights and obligations without the Client's consent.

10.6 The Client agrees that TCM may amend these terms and conditions at any time. If TCM makes a change to these terms and conditions, then that change will take effect from the date on which TCM notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for TCM to provide Goods to the Client.

10.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

10.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that it is in a financial position to pay the price of these services