

TERMS OF TRADE

1. How These Terms Apply

You are taken to have exclusively accepted and are immediately bound, jointly and severally (where there is more than one named customer), by these terms of trade when any one of the following occurs:

- a) place an order for any services from us; and/or
- b) accept our services by permitting entry by us to your premises to perform services; and/or
- c) issue a purchase order to us following receipt of a quote or estimate

and together these terms apply in conjunction with any specific exclusions or additional terms specified in any quote or estimate.

2. Our Contract

Your acceptance of the quote or estimate and these general terms together constitute our agreement with you (this **Contract**). This Contract governs the agreement between Mastergroup Services Limited (“**us**”, “**our**” or “**we**”) and you, the named customer in the quote or estimate, in respect of the services.

3. Business Days

Any reference to “**Business Days**” in these terms means a day on which banks are ordinarily open and excludes a Saturday, a Sunday or a public holiday. Any other reference to a ‘day’ shall mean a calendar day.

4. You

“**You**” means the purchaser buying the customer services as specified in any invoice, order, quote or estimate or any other document. If the purchaser comprises more than one person, each of those persons’ liability and agreement is joint and several.

5. Us, Our, or We

Any reference to “**Us**”, “**Our**,” or “**We**” in these terms includes any contractor, employee, assignee, agent, transferees or approved subcontractor that we use.

OUR SERVICES AND OBLIGATIONS

6. Our services include:

- a) any works performed including interior cleaning, deep cleans, end-of-tenancy cleans, industrial cleans and specialist

cleans; and

- b) exterior cleaning and water blasting; and
- c) supply of goods and materials required in connection with services described in the quote or estimate; and
- d) any service plan for repeat supply of cleaning services as described in the quote or estimate; and
- e) and any other services described in our quote or estimate where the context requires; and

together these are the services or the goods in these terms as the context requires.

7. Subcontractors

Either we or our approved subcontractors will perform the services for you.

8. Performance

We will perform our services with due skill and care and in a competent manner.

9. Cleaning Materials and Products

We shall provide our own cleaning materials and products where specified in our quote or estimate unless specifically agreed otherwise with you.

10. Service Plans

Where we offer a service plan, we will perform the number of cleaning tasks and activities listed in the selected plan.

11. Exclusions

All job specific or activity limitations to a selected cleaning service are listed in our quote or estimate and are incorporated into these terms. Exclusions include, but are not limited to:

- a) cleaning of materials or surfaces deemed unsuitable to clean in our reasonable opinion; and
- b) removal of blood, vomit, excrement, caustic or toxic substances; and
- c) cleaning at heights where we consider the height to be a health and safety risk to us or our cleaners.

12. Updates on Timing

We will advise you of any anticipated delay to provide a service.

CUSTOMER OBLIGATIONS

13. Premises Condition

Services are provided on the assumption that the premises to be cleaned shall be in a suitable condition for us to perform the requested category of service. This includes a vacant premises for end-of tenancy and deep cleans due to the nature of these services.

14. Electricity and Water Supply

You must provide an adequate electricity and water supply to us at the premises.

15. Premises Preparation

You must complete or arrange the following in advance of us commencing the services:

- a) **Access** You must arrange access to the premises including, where applicable, gate access; and
- b) **Alarm System Access** You must provide us with applicable codes or deactivation instructions for alarm or security systems or undertake to deactivate these in advance of our attendance to your premises; and
- c) **Securing Dogs** You must ensure dogs are adequately restrained, crated or located in a closed environment (e.g., a garage or kennel) while the services are being performed; and
- d) **Removal of Obstructions** This includes the removal of obstructions to access to the premises; and
- e) **Other Preparatory Works** Any other preparatory work that you have expressly agreed you will perform in advance of the services.

16. Specialist Cleaning Instructions

Where you require specific areas to be cleaned to your reasonable instructions, you must provide details in writing in advance of commencement of our services.

17. Cancellations and Changes

You agree to inform us with at least forty-eight (48) hours' notice of a cancellation of a scheduled service. This includes but is not limited to the following situations:

- a) **Illness** If a member of your household or a person at the premises is unwell and will be present at the premises to be serviced, you must inform us; and/or

- b) **Absence** If you are planning to be absent from your premises (for example, holiday or a shutdown period for commercial premises); and/or

- c) **Event Cancellation or Postponement** If the services were for an event which is subsequently cancelled or postponed; and/or

- d) **Other** Any other reason that may result in our cleaners not having access to the premises to perform the services on the booked or scheduled time and date.

18. Authority for Approval Decisions

You must nominate a single individual with authority to give instructions or approval to us, and where you are a body corporate or building manager, you must provide us with written confirmation of their contact name, status and basis on which approval or instructions can be accepted by us.

19. Consents

You must make your own enquiries relating to the requirement of any consents required to enable us to perform the services including, but not limited to,

- a) building owner consent where you are a commercial tenant; or
- b) landlord consent where you are a residential tenant; or
- c) any other consent from a third party in connection with the Premises,

and you must arrange for all such consents to be obtained at your own cost.

20. No Solicitation

You agree not to solicit our cleaners to provide private cleaning services to you outside of this Contract.

21. No Additional or Extra Services

You agree not to request additional or extra services which are not included in the quote or estimate for this Contract from our cleaners whilst at your premises unless these have been agreed in advance.

HOURLY AND ONE-OFF SERVICES

22. Hourly and One-off Services

Where you have selected to purchase services from us on an hourly basis or as a fixed price one-off service, including but not limited to,

deep cleans, end- of-tenancy cleans, industrial cleans, window cleans and specialist cleans from us, the following shall apply:

- a) **Tasks to be Agreed in Advance** hourly services shall be subject to a specified list of cleaning tasks and activities agreed with you in advance and shall not exceed these tasks unless expressly agreed by us in advance and subject to additional charges at our published hourly rate; and
- b) **Minimum Cleaning Periods** a minimum cleaning period shall apply as stated in our quote or estimate or otherwise published by us; and
- c) **Services Provided for Hours Purchased** you will receive the services for up to the hours agreed and we are under no obligation to exceed these hours; and
- d) **Additional Hours are Chargeable** Where we have provided an estimate for a one-off service, in the event additional hours are required to complete the service, these are chargeable at our hourly rate.
- e) **Sufficiency of Time to Perform Services** we will use our reasonable judgment to advise you of the estimated time to complete the tasks you have requested at the time of booking. However, we make no warranty that the number of cleaning tasks requested shall be performed or completed in the number of hours purchased where the condition of the premises affects this or where we have previously advised you that the number of tasks requested exceeds the purchased hours.

SERVICE PLANS

23. Where you have selected to purchase a service plan from us for repeat, scheduled cleaning Services (**Service Plan**), the following terms shall apply:

- a) **Services Limited to Service Plan Selected** any services delivered under a Service Plan will be limited to delivery of a specific number of cleaning tasks and activities as described in our quote or estimate for the Service Plan type selected; and
- b) **Additional Services Charged at Hourly Rates** any additional cleaning tasks or activities requested to be performed by us which are not included in the Service Plan

will be invoiced in addition to the agreed Service Plan fee at our standard hourly rates; and

- c) **Service Plan Upgrade** where you requested additional cleaning tasks to be performed on more than two occasions, we reserve our right to move you to the next Service Plan tier which includes such additional cleaning tasks as standard (as applicable); and
- d) **Service Plan Frequency** Service Plan services will be performed at the frequency agreed with you subject to payment of your Service Plan fees at the agreed frequency; and
- e) **Cancellation of a Service Plan** you may cancel your Service Plan at any time by emailing us with at least **thirty (30) calendar days' notice** in writing by email; and
- f) **Final Cancellation Payment** where we have agreed that your Service Plan fee may be paid in instalments, you remain liable to pay the balance of your Service Plan fees up to the end of the cancellation notice period; and
- g) **Service Plan Renewal** any renewal will be on the current, published Service Plan price for your chosen Service Plan as at the date of renewal; and
- h) **Suspension of Service Plan** If your applicable Service Plan fee is not paid when it becomes due and payable, or a recurring payment method is rejected or fails, we reserve our rights to suspend delivery of Service Plan services in accordance with these terms.

PAYMENTS AND INVOICING

24. Amounts Owing Payable on Due Date

All amounts specified in an invoice will require payment on the due date specified in the invoice (**Amounts Owing**).

25. Invoices

We will invoice for the services on the following basis as specified in your quote or estimate:

- a) **For Hourly Cleans** on a specific frequency (e.g., fortnightly or monthly) for actual hours and materials incurred; or
- b) **For One-off Cleans** at the completion of

the services subject to a deposit where our quote or estimate states this shall apply; or

- c) **Service Plan Fees** at the agreed recurring fee and frequency as specified in your applicable quote or estimate.

26. Service Plan Payment Method

Where you have selected a Service Plan, the following applies:

- a) the Service Plan fees are payable in advance; and
- b) the Service Plan payment method may be updated or altered to be automatic payment, recurring invoice or direct debit plan at any time at our sole discretion provided we give you **thirty (30) Business Days' notice** of such change; and
- c) the Service Plan fees shall continue to accrue and be payable until your cancellation period has expired.

27. Missed Appointment Fees

Where we attend your premises on the agreed date and time, and you fail to make the necessary arrangements or meet your customer obligations to enable us to perform our services, the following charges shall apply:

- a) **For Service Plans**, we will charge the full Service Plan fee for the missed appointment; and
- b) **For Hourly Services**, we will charge the hourly rates for the minimum cleaning period that applies; and
- c) **For One-off Services**, we may charge up to 50% of the quoted price.

28. No Set Off or Deduction from Payment of Amounts Owing

Amounts Owing which are due and payable must be made without set-off or deduction of any kind.

29. If You Dispute the Amount Owing

If you receive an invoice and you consider you owe us a lesser amount than the sum stated as the Amount Owing, you must notify us within **five (5) Business Days** of receiving our invoice (time being of the essence).

30. Duty to Pay Undisputed Amounts Owing

You acknowledge and agree that you will not be entitled to withhold payment in respect of any undisputed amount owing.

31. Overdue Amounts Owing

If you do not pay an Amount Owing by the due date or any later date we have agreed in writing, this becomes an overdue amount (**Overdue Amount**). After a period of **7 (seven) Business Days**, we shall have the right to apply late payment interest at a rate of **2.5%** above the standard BNZ bank rate at the time. This shall be calculated daily and compound monthly at that rate if we elect to do this. This applies before and after any judgment (if applicable).

32. Debt Collection or Recovery Costs

If an Overdue Amount remains unpaid for **14 (fourteen) Business Days or more**, we reserve our rights to engage the services of a debt collection agency or solicitor to take proceedings to recover the Overdue Amount. You will be liable for the costs incurred by us in the collection of any unpaid amounts including but not limited to legal costs on a solicitor and own client basis, debt collection fees and internal administration fees.

33. Administration Fees

In the event we are obliged to perform any additional actions to recover any Overdue Amount owed by you, we reserve the right to apply reasonable administrative fees for phone calls, texts, emails and in-person visits to follow up and recover any Overdue Amount in addition to any costs or expenses stated in any clauses above.

VARIATIONS

34. Variations to Price or Time

We reserve the right to issue a variation order (**Variation Order**) to change the total price or extend the time to complete the services in the following circumstances:

- a) **Premises Extension** where an extension to the premises area is requested that extends the physical area on which we have provided our quote or estimate; and/or
- b) **Change to Commencement Date** where a change to the date for commencement agreed upon in our quote or estimate is requested; and/or
- c) **Premises Preparation Works Incomplete** where we are delayed or where we have to perform additional works to manage, assist with or co-ordinate any premises

preparation works which form your customer obligations; and/or

- d) **Undetected or Unforeseen Issues** where the services are required to be suspended or extended due to the discovery of hidden or unidentifiable difficulties. These include, by way of example:
- (i) failure by you to perform any of the customer obligations (as applicable to your premises); and/or
 - (ii) limitations to accessing the premises to perform the services; and/or
 - (iii) encountering vomit, blood, excrement or other bodily spillages that were not previously advised to us; and/or
 - (iv) encountering hazardous waste or products; and/or
- we reserve our right to exercise our reasonable judgment as to what constitutes “hidden or unidentifiable difficulties” based on our industry expertise;
- e) **Costs Fluctuations** where the cost of products, cleaning materials or other costs or expenses relating to supply of materials increases beyond our control from the date of issue or acceptance of our quote or estimate; and/or
- f) **Any Other Impacts** where there is a requirement for us to extend the time it takes or increase the cost to complete the services due to the impact of any other changes which are not listed above but which we deem in our reasonable opinion require a Variation Order.

35. All Rights Reserved to Decline a Variation

Where a variation has been requested by you directly to extend scope, decrease a timeframe, or increase labour units, we reserve our right to decline to treat this as a variation and we may elect to treat the request as a new request for services and will advise you if a new quote or estimate is required.

36. How We Will Confirm a Variation

We shall supply you with a written Variation Order stating the changes to the quote or estimate, how the price change has been or will be calculated and state any additional costs the variation will incur in addition to the quote and estimate for the original services.

TERMINATION OF SERVICES

37. Termination of Services for Default

Without prejudice to our other remedies at law, we reserve our rights to terminate this Contract (which includes any part the services that remain unfulfilled) and shall not be liable to you for any delay, loss or damage suffered by you due to us exercising our rights under this clause, if one or more of the circumstances listed below occurs:

- a) you fail to pay any sums that have become an Overdue Amount; and/or
- b) you become insolvent or bankrupt, convene a meeting with your creditors; and/or
- c) make an assignment for the benefit of your creditors or a receiver, manager, or liquidator (provisional or otherwise) or similar person is appointed in respect of you or your business or its assets; and/or
- d) we or our approved cleaners are denied access to or are unable to access the premises to carry out the services for whatever reason. For the avoidance of doubt, where we or our cleaners assess that the means of access to the premises is unsafe and would breach the relevant safety requirements under applicable health and safety legislation, this is a valid reason for termination if it cannot or will not be remedied by you.

38. Termination for Convenience

If you elect to terminate this Contract where there is no default by us, you must inform us in writing with no less than **thirty (30) Business Days'** notice.

39. Amounts Owing for up to Termination Date

All Amounts Owing for services shall become immediately due and payable if either party exercises their rights to terminate this contract including, but not limited to, services already performed and completed up to the date of termination.

WARRANTIES

40. **Consumer Guarantees Act** If you are a customer in trade or business and the services acquired from us under this Contract are for business purposes, the provisions of the Consumer Guarantees Act 1993 (**CGA**) shall not apply. Otherwise, the provisions of the CGA shall apply.

41. Health and Safety

We will perform the services to accepted industry standards and in accordance with the Health and Safety at Work Act 2015.

42. Remedies for Defective Services

If any defective workmanship is discovered and none of the limitations or exceptions contained in this contract apply, you must inform us within twenty-four **(24) hours** of performance of our services (time being of the essence due to the nature of our service), and the following shall apply:

- a) your sole remedy will be a re-performance of the services; and
- b) no refunds shall be offered or required for services performed.

43. Exclusion of Warranties

Any warranty or guarantee owed by us to you under relevant laws or under this Contract will not apply where:

- a) you have failed to comply with one or more of the customer obligations; and/or
- b) the fault or defect is not notified to us within the applicable warranty notice period; and/or
- c) the fault or defect is a result of:
 - (i) something done by you or someone else, and not by us or our cleaners; and/or
 - (ii) something beyond human control that occurred after completion of our services that causes the defect.

COMPLAINTS

44. Notification of Complaint

If you are not satisfied with the services provided, we require you to notify us in writing of your concerns to the email stated on your latest invoice.

45. Resolution of Complaint

We shall acknowledge receipt of your complaint and arrange a suitable time and location to discuss your concerns with a view to resolving the complaint.

46. Cleaner Selection

You acknowledge that you may not select your own preferred cleaner/s for the performance of the services, and you agree to

allow the cleaner/s to be returned to your premises.

LIMITATION OF OUR LIABILITY

47. Delays to Performance of Services

Subject to the clause below, if the services cannot proceed on the scheduled date and time for any reason, we will discuss this with you, and this will be a variation. You acknowledge that reasons why Services cannot proceed on the scheduled date and time for any reason may be for reasons that are outside our reasonable control including, but not limited to, machinery malfunction, vehicle breakdown or staff shortages. We shall use our best endeavors to reschedule the services to another time but we exclude liability to you for any claims, losses, damages, and costs (direct, indirect, or anticipated) incurred by you for the services not taking place as planned. In the event that the services are not completed by the anticipated or proposed date advised by us, you acknowledge and agree that you shall not be entitled to any damages (liquidated damages, or any other type of damages or costs) in respect of the delay.

48. Delays or Suspension of Services due to COVID-19

Where the Novel Coronavirus Disease (**COVID-19**) remains at a pandemic status, our services are subject to the following:

- a) any overriding government directive or laws that are applicable under the Governing Law at the time the services are being performed, including any directives that order the shutdown of our services or limits our ability to travel (**COVID-19 Related Delay**); and
- b) in the event there is a COVID-19 Related Delay, the performance of our services will be extended without liability for the period of the delay or our inability to perform due to such delay; and
- c) we will use reasonable commercial endeavors to keep you updated during such delays and resume services once the COVID-19 Related Delay period is over; and
- d) notwithstanding any other clause in this Contract, we reserve the right to refuse to perform services should we reasonably believe that there is a risk of us or any one of our cleaners becoming infected with COVID-19 in doing so.

49. Force Majeure

Neither party will be liable for any non-performance of its obligations under this Contract due to a force majeure event. For the purposes of these terms, “**force majeure**” means an event or circumstance which leads to a default of either party under this Contract due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, port closure or border closure plus any national or global pandemic effects, including, for the avoidance of doubt, any default due to any implementation of any regulation, directive, rule or measure by any government, state or other authority under the governing law of this Contract. **This clause does not apply to a default by you to pay Amounts Owning.**

50. Limit of Liability

Our total aggregate liability to you arising out of or in connection with the services whether in contract, any indemnity, tort (including negligence) by statute or otherwise at law or in equity is limited to the total price of the services or the actual direct costs incurred by you (whichever is the lower amount).

51. Exclusion of Our Liability

To the fullest extent permitted by law, and subject to our obligations during the warranty notice period or under any applicable law that imposes guarantees on us, we exclude all liability to you for any direct or indirect claims, expenses, losses, damages and costs (including any incidental, special and/or consequential damages or loss of profits, loss of anticipated savings or loss of expenses suffered or incurred by you resulting (either directly or indirectly) in connection with the Services.

52. When Limitations of Liability Cannot Apply

These clauses do not limit our liability to the extent that it cannot be limited at law; and/or arises out of or in connection with any wilful default, fraud or criminal conduct by us.

DISPUTE RESOLUTION

53. Details of the Dispute must be Supplied

If you or we consider that a dispute has arisen in relation to any matter governed by this Contract, that party must give the other party written notice outlining the basis of the dispute (**Dispute Notice**).

54. Dispute must be Discussed

The parties must then meet to resolve. If the dispute is not resolved by discussion, meeting and/or other informal means within **ten (10) Business Days** of the date of the Dispute Notice then the following shall apply:

- a) **Arbitration or Courts** the parties may agree to submit the dispute to arbitration pursuant to the Arbitration Act 1996 (excluding Clauses 4 and 5 of the Second Schedule) or, failing agreement, either party may pursue resolution of the dispute through legal proceedings before the New Zealand courts or suitable tribunal or alternative forum; and
- b) **Interlocutory Relief** this clause does not affect either party’s right to seek urgent interlocutory relief.

55. You Must Still Pay Amounts Owning

Notwithstanding the presence of a dispute, you must still comply with your obligations to pay us in accordance with the terms of this Contract unless the dispute specifically relates to a disputed amount on an invoice. In that case, you must pay the undisputed portion of that invoice.

NOTICES

56. Deemed Notice

Any written notice given under this Contract shall be deemed to have been given and received as follows:

- a) by handing the notice to the other party, in person; or
- b) by leaving it at the registered address of the other party as stated in this Contract; or
- c) by sending it by registered post to the address of the other party as stated in this Contract; or
- d) if sent by email to the other party’s last known email address.

GENERAL

57. Governing Law

This Contract shall be governed by the laws of New Zealand and the parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.

58. Severability

If and to the extent any provision or part of a provision is illegal or unenforceable, such provision or part of a provision will be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.

59. Entire Agreement

This Contract sets out the entire agreement between the parties.

60. Signing Not Required

It is not necessary for this Contract to be signed unless we insist on it. You are bound by these terms if you continue to act in a way that is consistent with the terms of the quote or estimate, and we have incurred time and expense in procuring materials or commenced any part of the services or works for you, or if you have paid a deposit.

61. Electronic Acceptance

The parties agree that any legal requirement may be met by using electronic means in terms accordance with the Contract and Commercial Law Act 2017. In this clause the term "legal requirement" has the meaning given to it by section 219(2) of the Contract and Commercial Law Act 2017.

END OF TERMS