

Squeegee Boys Limited Terms of Trade

1. Application

- 1.1 The following terms of trade ("Terms") shall apply to all building and washing and other services ("Services") supplied to you by Squeegee Boys Limited ("us, we, our"). These Terms will prevail if there is inconsistency with any other document.

2. Quotes

- 2.1 These Terms apply to any quote we give you.
- 2.2 Any quote we provide you via our website or over the phone is based strictly on the information you provide. If we visit the building/s where the Services are to be provided ("the Premises") and believe (acting reasonably) that any information you provided to us is incorrect and/ or incomplete, we are entitled to charge you extra for the additional Services we need to perform as a result.
- 2.3 Any changes to the quantities, measurements or specifications or nature of the Services required subsequent to any quote provided by us or inaccuracies or misstatements or omissions in the information provided to us shall constitute a variation to our quote and shall be charged to you separately.
- 2.4 We reserve the right to add up to 15% on any quoted price. This measure is implemented to account for unforeseen circumstances or any other factors that may impact the final cost of the goods or services provided.

3. Authorisation

- 3.1 You agree that we have no obligation to inquire into the authority of any person placing orders on your behalf. It is your risk and responsibility to obtain every necessary or prudent authorisation (including licences, permits and consents) in relation to the Services we supply to you.

4. Our Services

- 4.1 Once you have accepted our quote, we will provide the Services at the address you have notified to us as set out in our quote. If we are provided with an incorrect address, we are entitled to charge you for the cost as quoted.
- 4.2 We are only obliged to provide you with the Services set out in our quote.
- 4.3 You agree that:
- (a) we are only obliged to perform the Services at the address you have notified to us; and
 - (b) our Services do not include cleaning under or removal or replacement of gutter guards unless this is expressly stated in our quote.
- 4.4 We will use our reasonable endeavours to perform the Services on the date(s) set out in our quote. You agree that we are not liable to perform the Services if:
- (a) we believe the conditions are not appropriate;
 - (b) we believe that we would be breaching our obligations under the Health and Safety at Work Act 2015;
 - (c) we do not have sufficient access to the Premises to perform the Services; or
 - (d) clauses 5.2 or 5.3 are not complied with.

5. Your Obligations and Risk

- 5.1 You must strictly comply with any instructions, directions, and cautions and/or warnings or aftercare instructions ("our instructions") we provide you regarding the service.
- 5.2 You agree:
- (c) to let us know about any areas of the Premises which we will need to be aware of or avoid when performing the Services, for instance; electrical areas and areas prone to leaking;
 - (d) that if you want us to wash behind any items which are adjacent to the exterior of the Premises you will ensure that all such items (for instance; large waste bins and stacked pallets) are moved to enable us sufficient room to perform the Services;
 - (e) that you are solely responsible for ensuring that all tank inlets are fully disconnected before the Services being performed;
 - (f) while we take all reasonable steps to:
 - a. avoid water ingress into the Premises;
 - b. damage to any plants located on or around the Premises;
 - c. avoid damage that may occur as a result of us walking on and taking equipment on the roof to the Premises, that sometimes damage is unavoidable, and we have no liability whatsoever to you for any damage which may occur if this happens;
- 5.3 You must ensure we have adequate access to and from the Premises to perform the Services. You agree to provide us with information about any period we can access and from the Premises to perform the Services.
- 5.4 We will not be liable for any direct or indirect damage, economic loss of any kind or any other loss or expenses caused by or contributed to by your failure to comply with our instructions or the requirements of clauses 5.2 or 5.3.
- 5.5 You will still be liable for the price payable for the Services if we cannot perform the Services due to circumstances within your control and/or your failure to comply with clauses 5.2 or 5.3.

6. Limitation of Liability

- 6.1 We will take all reasonable care in the performance of the Services. However, if we become liable to you for any reason, for any loss, damage, harm or injury in any way connected with the supply of the Services, our liability shall be limited to a sum not exceeding the price payable by you for the Services.

- 6.2 To the extent permitted under law, we will not be liable to you for any consequential loss of whatever nature suffered by you or any other person injured and indemnify us in respect of any claims concerning any such loss.
- 6.3 All claims must be made in writing and are subject to our verification or acceptance. No claim for any loss, damage or injury arising out of the supply of the Services may be brought more than one month after the date you become aware or reasonably ought to have been aware of the circumstances giving rise to the claim.

7. Your Indemnity

- 7.1 You will indemnify us for any physical, direct and indirect damage, economic loss or other loss or cost or expenses (including debt recovery and/ or legal expenses on a solicitor and client basis). You will fully indemnify us against any claims or proceedings against us to the extent caused or contributed by you (or any or your agents or employees) or arising from a breach of these Terms.

8. Price

- 8.1 Unless otherwise stated, all quotes are exclusive of GST.

9. Payment

- 9.1 You agree to the following:
- (a) Unless otherwise agreed in writing, you must pay us in cleared funds by seven (7) days of the date of our invoice, or if the Services are provided in relation to Commercial Premises, payment is required no later than the 20th of the month following the date in which the invoice is sent to you;
 - (b) If we require you to pay a deposit, this must be paid immediately upon acceptance of our quote and is non-refundable if you cancel the Services other than with agreement in writing or as a result of a material breach by us;
 - (c) Payment of any amounts owed to us must be free of any counterclaim, debt-off, or deduction of any other claim whatsoever;
 - (d) If, in our opinion, your credit worthiness deteriorates before the completion of the performance of our Services, we may require full or partial payment at any time for the provision of security in a form acceptable to us. If such payment or security is not provided, we may cease supplying the Services.
 - (e) We reserve the right to add 5.0% per month on all overdue accounts, and any collecting and legal fees will be charged to you on overdue accounts.

10. Cancellation Policy

- 10.1 Notification of cancellation: You must provide written notification to the designated contact person via email or other documented means. The cancellation notice should include the job details, scheduled start time, and the reason for cancellation.
- 10.2 Cancellation within 24 hours: If you cancel a job within 24 hours of the scheduled start time, you will be responsible for paying 50% of the total invoice amount. This policy helps us cover the costs associated with the job's planning, organisation and the potential loss of other opportunities.
- 10.3 Payment of the cancellation fee: You agree to remit the cancellation fee within 14 days of the cancellation notice. We will provide an invoice detailing the amount due and the preferred payment methods. Failure to pay the cancellation fee within the specified timeframe may result in additional charges or restrictions on future services.
- 10.4 Rescheduling options: If you wish to reschedule the job rather than cancel it, we will try to accommodate the new date and time. However, please note that the rescheduling is subject to availability and may incur additional fees or adjustments to the original estimate.
- 10.5 Force majeure: In the event of unforeseeable circumstances such as acts of nature, government actions, or any other force majeure event beyond either party's control, the cancellation policy may be waived or modified at our discretion. We will work with you in good faith to find a mutually agreeable solution under such circumstances.

11. Termination

- 11.1 If any of the events set out in clause 11.2 occur, we may, without prejudice to and in addition to any other rights or remedies we may have, exercise all or any of the following rights:
- (a) delay the performance of the Services until the matter is resolved to our satisfaction;
 - (b) suspend or cancel in whole or in part these Terms or any other contract between us by written notice to you;
 - (c) recover from you all amounts for any damage, losses, cost or expenses, including actual legal costs and expenses arising from our default or non-payment;
 - (d) charge, and you must pay default interest at the rate of 22% per annum (calculated daily) until all amounts owed to us are paid in full, including actual legal costs and other costs (including debt collection costs) and expenses incurred by or on behalf of us in enforcing or defending all or any of our rights (including our right to payment for any Services performed);
 - (e) by notice to you, require that all amounts owed to us, whether due or not, are paid immediately.
- 11.2 The events are:
- (a) breach of your obligations (including payment obligations) under these Terms or any other contract with us;
 - (b) you entering into any negotiations for any scheme of arrangement, composition or compromise with your creditors;
 - (c) you, in our sole opinion, being unable to pay your debts (including contingent liabilities) as they fall due;
 - (d) you passing any resolution to liquidate or becoming the subject of any liquidation proceedings;
 - (e) a receiver or a receiver or manager appointed over the whole or part of your property or undertaking; or
 - (f) you become bankrupt or commit an act of bankruptcy.

12. Consumer Guarantees Act 1993

12.1 You agree that if the Services are performed for the purposes of the business and the Consumer Guarantees Act 1993 and sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 will not apply.

13. Warranties

13.1 All statutory, express or implied warranties by us, including without limitation the implied warranties of merchantability and fitness for any particular purpose, are expressly excluded (to the extent permitted by law).

14. Privacy Information

14.1 You agree that any information about you provided to us may be used by us at any time for any purposes connected with our business including but not limited to direct marketing, debt collection and credit reporting or assessment. You authorise us to provide such information to any external agency or any party for credit information and assessment purposes and that agency or party are hereby authorised to use and continue to use such information as part of their business services. Any personal information is held at Squeegie Boys Limited, Orewa, Auckland and you have certain right of access to your personal information under the Privacy Act 1993.

15. Unsolicited Electronic Messages Act 2007

15.1 You consent to us sending you commercial emails from time to time unless you inform us otherwise by letter or email. The email address for unsubscribing to commercial emails is hello@squeegieboys.co.nz.

16. Health and Safety

16.1 We both agree to strictly comply with our obligations under the Health and Safety at Work Act 2015 (HSWA) in relation to the provisions of the Services and to ensure that our respective personnel comply with any health and safety instructions that either of us give to the other.

16.2 You agree if we are providing the Services in relation to commercial Premises:

- (g) to meet with us when reasonably required by us to advise us of any particular hazard or risk that we may not be aware of or familiar with and to discuss health and safety issues; and
- (h) if requested by us provide us with details of your health and safety plan and any hazards associated with the Premises;
- (i) to indemnify each other and each other's agents, employees, contractors, and invitees and will keep them indemnified against all orders for reparation, losses, costs and expenses (not including fines and infringement fees under the HSWA) for which either of us shall or may become liable in any capacity arising from the other party's failure to observe or otherwise comply with the HSWA, including any consequent amendments and enactments passed in substitution.

17. Asbestos + Hazardous Materials

17.1 You are responsible for identifying and informing us of any asbestos-containing materials at the job site. This includes conducting necessary surveys and assessments, and adhering to any local or national regulations related to asbestos.

17.2 You agree to indemnify, defend, and hold us harmless from any claims, liabilities, damages, costs, or expenses arising from or related to the presence of undisclosed asbestos materials at the job site. This includes but is not limited to, legal fees, fines, and medical expenses.

17.3 If our employees suspect the presence of asbestos materials at the job site, they reserve the right to halt operations immediately and notify you. We will resume work once you provide proof of proper asbestos remediation by a certified professional.

17.4 You acknowledge and accept the inherent risks associated with undisclosed asbestos materials at the job site. By engaging our services, you assume all risks and release us from any liability resulting from such undisclosed materials.

18. General

18.1 You agree that time is of the essence regarding your obligations to us.

18.2 We will not be prevented from enforcing any of our rights under these Terms because, on an earlier occasion, we did not enforce those rights.

18.3 All notices to be given pursuant to this agreement will be given in accordance with sections 185 to 189 of the Personal Properties Securities Act 1999.

18.4 While you are not entitled to assign your rights under these Terms, we may.

18.5 You agree that we may issue any proceedings regarding these Terms in any court that suits us. The law that governs these Terms is New Zealand law.

18.6 Any provision of these Terms held to be invalid or unenforceable for any reason shall be severed from and shall not affect the remaining provisions of these Terms.

18.7 You agree that these Terms and any quote we provide to you constitute the entire understanding between us.