



### Service Contract

Date: .....

**THE CLIENT:** Trade  Private

Limited Liability Company  Partnership  Sole Trader  Other .....

Legal Name:

Postal Address: .....

Email: ..... Telephone: ..... Fax: .....

Contact Person: .....

**SERVICES TO BE PROVIDED:**

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.....

**PREMISES:** .....

**PREMISES CONDITION:** .....

**CLIENT EQUIPMENT SUPPLIED:** Y  (specify).....

N

**DETAILS OF ANY HAZARDS, SPECIAL SERVICES, OR SPECIAL SURFACES:**

.....

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.....

<b>PRICE (NZD):</b> <i>(subject to adjustment in accordance with the Terms and Conditions)</i>		<b>SERVICE DATE:</b>		<b>SERVICE TIME:</b>		<b>SERVICE FREQUENCY:</b>	
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**DECLARATION AND AGREEMENT:**

In consideration of Dragonfly Organics Limited agreeing to provide the Services at the Client's request, I, the Client or on behalf of the Client:

1. Agree to the Terms and Conditions set out on the reverse side of this form and
2. Declare that the information supplied in this form is correct.

Full Name: ..... Signed: .....

Designation: ..... Date: .....

I, a duly authorised officer of Dragonfly Organics Limited:

1. Agree to the Terms and Conditions set out on the reverse side of this form and
2. Accept the Clients order.

Full Name: ..... Signed: .....

Designation: ..... Date: .....

# TERMS AND CONDITIONS

## 1. Definitions and Interpretation

### Definitions

1.1 In this Agreement the following definitions apply:

**Agreement** means the agreement between the Company and the Client for the provision of Services and includes these Terms and Conditions as amended from time to time in accordance with clause 20.4 together with any Service Contract.

**Cleaner** means the person or firm carrying out Services on behalf of the Company.

**Client** means any person or entity who requests Services from the Company and where applicable includes the employees, contractors, agents and subcontractors engaged by the Client to request Services from the Company.

**Client's Equipment** means any solutions, materials, or equipment provided by the Client to the Company for the purposes of performing the Services and includes without limitation any washing machine, iron, vacuum cleaner, cleaning solutions.

**Commercial Service** means Services ordered in relation to non-residential Premises and includes hotels, motels and holiday parks.

**Company** means Dragonfly Organics Limited.

**Postponement Period** has the meaning given in clause 15.1.

**Premises** means the address specified by the Client where the services are to be carried out by the Company.

**Pricing** means the Company's current pricing for the Services as per the quotation given by the Company at the time the Client orders the Service;

**Service** means the cleaning services carried out on behalf of the Company by the Cleaner.

**Service Date** means the date mutually agreed between the Client and the Company for the Services to be performed.

**Service Time** means the time mutually agreed between the Client and the Company for the commencement of performance of the Services on the Service Date.

**Special Service** means a Service of a specialist nature to be performed including but not limited to, cleaning for the end of a tenancy, cleaning following a party or event, or cleaning outside the scope of Services specified in clause 6.

**Time Allotment** means the period of time allotted in which the Services are to be performed.

### Interpretation

1.2 In these Terms and Conditions:

- (a) Clause headings are for reference only and do not affect interpretation;
- (b) Unless specially agreed in writing, a reference in this agreement to 'dollars' or '\$' means New Zealand dollars and all amounts payable under this Agreement are payable in New Zealand dollars.
- (c) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (d) A reference to the word 'include' or 'including' is to be interpreted without limitation.
- (e) A reference to the Company includes its subcontractors, successors or assigns;
- (f) If the Client comprises more than one person, each person's liability will be joint and several; and
- (g) References to the singular shall include the plural and vice versa.

## 2. Agreement

2.1 The Client acknowledges and agrees that the engagement by the Client of the Company to provide the Services shall constitute the Client's acceptance of these Terms and Conditions.

2.2 Unless otherwise agreed in writing these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

## 3. Pricing and Payment

- 3.1 Unless otherwise agreed between the parties, the price for any Services ordered by the Client shall be based on the Company's then current Pricing.
- 3.2 The Company may amend its Pricing from time to time and any such amendment shall take effect on 7 Business Days' written notice to the Client of the amendment.
- 3.3 The Company shall invoice the Client for Services following performance of the Services and the Client shall pay such invoice without deduction or set-off:
  - (a) in relation to general housekeeping Services, within two days after receipt of an invoice;
  - (b) in relation to weekly commercial Services, within seven days after receipt of an invoice; and
  - (c) in relation to daily commercial Services, within twenty days after receipt of an invoice.
- 3.4 The Company may deduct from or set-off any amount which it owes the Client against any amount which the Client owes or will owe the Company. This right of set-off does not affect any other rights that the Company has in law or equity.
- 3.5 A late payment fee of \$15.00 shall apply to any invoice not paid by the Payment Due Date and interest shall then be charged daily at a rate of 15% per annum upon any amount that remains outstanding thereafter.

## 4. Additions and Amendments

- 4.1 Any alterations or additions to the Services must be notified and agreed to by the Company at least 24 hours prior to the Service Date.
- 4.2 If the Client requires any additional Services or variations to the Services on the Service Date, the Cleaner may agree to provide the additional Services in its sole discretion and subject to the imposition of any condition including, but not limited to, imposing additional charges.
- 4.3 The Company reserves the right to amend its price in the event the Client requests any change, alteration or addition to the Services.
- 4.4 The Client understands that the price estimated or quoted for the Services may vary according to a range of factors including but not limited to the condition of Premises, room sizes, and the frequency and scope of Services to be completed.
- 4.5 Where the Client requests a change to the Service Date or Service Time, the Company shall use best endeavours to accommodate such change, but provides no guarantee as to availability of certain Cleaners, Service Date and/or Service Times. For the avoidance of doubt, all alterations to scheduled Services are subject to availability.

## 5. Scope of Services

- 5.1 The following Services are expressly excluded from the scope of the Company's Services, unless agreed otherwise in writing:
  - (a) Dish washing, including the loading and unloading of dishwashers;
  - (b) Hand washing any laundry (although washing machine can be used);
  - (c) Yard work and/or gardening;
  - (d) Cleaning or opening high reaching windows or walls;
  - (e) Heavy lifting over 10kgs;
  - (f) Cleaning of bodily fluids, pet waste (including pet hair) or other bio-hazards otherwise than incidental to the Service.
- 5.2 Services shall not be provided on a Public Holiday, and the Company shall use best endeavours to reschedule any Service scheduled on a Public Holiday to a new Service Date within 24 hours of the scheduled Service Date, but provides no guarantee as to availability.
- 5.3 Special Services are able to be requested at least 24 hours before the and the provision of the Services on the Service Date. Clause 4 shall apply to the request for Special Services as if it were a variation or amendment to the Services.

## 6. The Client's Obligations

- 6.1 The Client represents and warrants that:
  - (a) It will provide a safe working environment at the Premises for the Cleaner to perform the Services;
  - (b) it will provide to the Cleaner keys to the Premises at the Client's cost, together with instructions regarding the deactivation/activation of any alarm systems;
  - (c) The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Services;
  - (d) It will Secure all irreplaceable items (whether monetarily or sentimentally valuable);
  - (e) it will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Services;
  - (f) it will advise the Company prior to the commencement of the Services of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
  - (g) it is authorised to use the Premises and obtain the provision of Services;
  - (h) if the Client requires the Cleaner to clean behind or under any heavy items (including but not limited to a fridge, bookshelf, oven or other

- heavy furniture or appliances), the Client shall move those items prior to the commencement of the Services;
- (i) secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service
  - (j) ensure that any pets on or at the Premises are adequately restrained while the Services are being performed.
  - (k) ensure there is adequate parking at the Premises to allow the Cleaner easy access to and from the Premises and its vehicle;
  - (l) ensure any items that are directly related to personal hygiene such as used condoms/used sanitary products are be safely disposed of in plastic bags, where the Cleaner cannot come into physical contact with them.
- 6.2 The Time Allotment to complete the Services is only an estimate based on the average time it takes to perform Services similar to those ordered by the Client. It shall be the responsibility of the Client to ensure that the Time Allotment is sufficient for the Cleaner to complete the Services but otherwise once the time allocated for performance has been exhausted then the Cleaner may either cease provision of the Services (without further obligation) or complete the Services and the Company may charge for the additional time spent in completing the Services.
- 6.3 Where the Client requires Services to be performed in relation to any fragile or specialty surface or item, the Client must provide detailed instructions for the care of such surface and/or item together with any special equipment, materials or solutions required to perform such Services but otherwise holds the Company and Cleaner harmless for any damage or loss occasioned arising from the lack of instructions. The Client shall identify any surfaces and/or items or which the Cleaner may not use regular materials, solutions or equipment in relation to.
- 6.4 The Client consents to the Cleaner taking photographs of the Premises as evidence of its condition together with photographs of any damage discovered during the Service. The Company shall keep any such photographs strictly confidential and secured in accordance with good industry practice.
- 6.5 The Client agrees to indemnify the Company for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Company in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Client) arising out of a breach of these terms including the failure by the Client to pay an amount by the due date.
- 6.6 The Client agrees that where the Services are being performed for the purposes of a business, the Consumer Guarantees Act 1993 will not apply.
- 7. Commercial Services**
- 7.1 Where the Client orders Commercial Services, in addition to the warranties and representations contained in clause 6, the Client represents and warrants that the Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Services during the Service Time and including, where applicable, outside of the Client's usual business hours. If required by the Company, the Client shall instruct its alarm monitoring service provider of the Service Date and Service Time at which the Company will be providing Services.
- 7.2 The Client shall provide bin liners, hand towels or toilet paper unless agreed in writing between the parties and any such agreement shall incur additional charges.
- 8. The Company's Obligations**
- 8.1 The Company warrants that the Services:
- (a) are provided using the high level of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced service provider engaged in providing the same type of services as the Services and under the same or similar circumstances;
  - (b) are provided by personnel that have the appropriate knowledge, qualifications, training, skills and experience appropriate for the provision of the Services.
- 8.2 The Cleaner shall use best endeavours to perform all of the Services within the Time Allotment, but provides no guarantee that all Services will be performed within the Time Allotment.
- 8.3 The Cleaner shall use reasonable endeavours to perform the Services at the Service Time but the Client acknowledges there may be unforeseen delays that the Cleaner or Company may encounter that may delay performance and that the Client shall accommodate such delays in performance.
- 8.4 Subject to clause 8.5, the Company shall not take photographs of the Premises or promote the Client's name or the Premises in connection with the Company for promotional purposes, without the Client's express written consent.
- 8.5 The Company reserves the right to refuse to perform the Services where any of the following applies:
- (a) the Company has reasonable concerns for the security or health and safety of the Cleaner while at the Premises including but not limited to any abusive, harassing or offensive behaviour towards the Cleaner or where any third party is present at the Premises without the Client being present; or
  - (b) the condition of the Premises is in a significantly worse condition than that previously inspected or reasonably anticipated.
- 9. Equipment**
- 9.1 Cleaning materials, solutions and equipment shall be provided by the Company unless agreed otherwise in writing.
- 9.2 Where the Client requires the Company to use the Client's Equipment, the Client's Equipment must:
- (a) be safe to use/operate,
  - (b) in good working order; and
  - (c) subject to compliance with clause 8.4, must not require any special skills, training or knowhow to be used for the purposes of performing the Service.
- 9.3 Where the Client requires the Company to use the Client's Equipment, the Company shall not be liable for any damage or loss to the Client's Equipment or any damage or loss incurred by the Client as a result of the Client's Equipment being used.
- 9.4 The Client must provide clear and detailed instructions to the Cleaner for the operation of the Client's Equipment. In the absence of clear and detailed instructions, the Cleaner may forgo using the Client's Equipment and the Client shall have no claim against the Cleaner or the Company.
- 10. Health and Safety Risks**
- 10.1 The Client acknowledges and agrees that:
- (a) the Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
  - (b) the Cleaner may, either before or during the provision of the Service not use or cease using any of the Client's Equipment if the Cleaner thinks, in their sole discretion, that the use of the Client's Equipment poses a risk to health and safety.
- 11. Priority Lists**
- 11.1 The Client shall provide to the Cleaner a list of priorities and the Cleaner shall prioritise any Services identified in such list of priorities as being critical to the Service. Where the Client fails to leave a list of priorities, the Cleaner may determine the priorities in its sole discretion, and the Client shall have no claim against the Company for failure to complete any Service.
- 12. Breakage and Rectification**
- 12.1 The Client must report any damage or breakage discovered within 24 hours after the date the Client becomes aware or reasonably ought to have become aware of the damage or breakage and the Company shall at its option:
- (a) replace the damaged and/or broken item; or
  - (b) repair the damage and/or breakage.
- 12.2 Where the Company is liable to compensate for damaged items, such compensation will be limited to the actual value of the item at the time of breakage and not the cost of a replacement item, the whole in accordance with the principles applied by its insurer. For the avoidance of any doubt, the obligation of rectification and/or replacement is limited only to the actual item or area damaged and not to replacement or rectification of an entire set or workspace.
- 12.3 The Company shall not be responsible for damage due to faulty and/or improper installation of any item.
- 12.4 Key replacement/locksmith fees shall only be paid if keys are lost by the Cleaner.
- 13. Insurance**
- 13.1 The Company's public liability insurance will cover damages caused by a Cleaner up to \$1,000,000.00. If the Company makes any claim as against its insurance for any destruction or damage to the Client's property, the Client agrees to pay to the Company the amount of any excess applicable not exceeding the cost of the Services.
- 14. Limitation of Liability**
- 14.1 The Company shall not be liable for any direct or indirect loss or damage, including without limitation; economic loss, loss of profits or savings (or for any indirect or consequential loss or damage), however caused, arising out of or in connection with the supply of Services or for any inability to provide the Services or to continue to provide the Services, including without limitation as a result of the following:
- (a) fair wear and tear to the Premises arising from the normal provision of the Services;
  - (b) unavailability of electricity and water (including a lack of hot water) or insufficient lighting;
  - (c) interference by a third party howsoever arising;
  - (d) inability to access the Premises including by not being provided with the correct keys and/or alarm codes or any other reason beyond the Cleaner's control;
  - (e) delays or termination of the Services due to any circumstances outside the Company's control including as a result of weather conditions, traffic congestion, delay or cessation in the supply of materials required to complete the Services, strikes, lockouts, war or violence or any other event outside the Company's control;
  - (f) incorrect information supplied by the Client or failure by the Client to comply with the Company's instructions.
- 14.2 The Company's liability in respect of all claims for loss, damage or injury arising from a breach of its obligations under these Terms and Conditions or

- from any act or omission by the Company is limited in aggregate to a sum equal to the Company's insurance cover.
- 14.3 All claims must be made in writing and are subject to verification or acceptance by the Company. No claim for any loss, damage or injury arising out of the supply of the Services by the Company, may be brought more than 48 hours after the date the Client becomes aware or reasonably ought to have become aware of the circumstances giving rise to the claim.
15. **Postponement**
- 15.1 The Client may postpone a Service up to 24 hours prior to the Service Time ("**Postponement Period**") to a new Service Date or to recommence on the next Service Date (if applicable).
- 15.2 The Client agrees to pay to the Company a fee of \$45.00 plus GST to compensate the Company for reasonable expenses where any of the following applies, other than in relation to Special Services:
- (a) The Client postpones the Service after the expiry of the Postponement Period;
- (b) The Cleaner is unable to perform the Services through no fault of the Company or Cleaner, including by being refused access to the Premises, no keys or incorrect alarm code being provided, or no water or electricity being available; or
- (c) The circumstances in clause 8.5 apply.
- 15.3 For an order for Special Services, a penalty fee amounting to 50% of the price quoted or estimated for that Special Service shall be payable where clause 15.2(a), (b) or (c) applies.
- 15.4 In the event that the Client postpones a Service on three consecutive occasions, the Services Contract will be deemed to be terminated unless the parties agree otherwise in writing.
16. **Refunds**
- 16.1 Subject to clauses 16.2 and 16.3 and the Company's obligations at law, the Client agrees that no refunds of any amounts paid for the Services shall be made.
- 16.2 A refund will be issued if:
- (a) the Client has cancelled a Service within the Cancellation Period and a payment has been already received by the Company; or
- (b) a Cleaner does not perform the Services on the Service Date, unless clauses 8.5 or 14.1(b), (d), (e) or (f) apply, and payment for the Service has already been received by the Company, unless an alternative Service Date/Time is arranged.
- 16.3 If the Client is not satisfied with the Services provided and a complaint has been placed within the period specified in clause 19.1, the Company may at its option return a Cleaner to perform the Services again or issue a refund for the Services. Where the Company elects re-perform the Services, the Client shall allow the Cleaner access to the Premises for the purposes of reperforming the Services and agrees to be at present at all times when the Services are reperformed.
17. **Termination**
- 17.1 Either party may terminate this contract by giving 7 days prior written notice to the other party.
- 17.2 The Client agrees to pay a penalty fee of \$45.00 plus GST if the Client provides a termination notice with less than 7 days' notice.
18. **Confidentiality**
- 18.1 The Client will treat as confidential and will not use or disclose to any other person any information relating to quantities, price, or availability of any Services provided by the Company to the Client and these obligations shall survive termination of the Agreement.
19. **Complaints**
- 19.1 All complaints are taken seriously. If you are not happy with any aspect of our service the Company asks that the Client notifies it within 24 hours following the Service by calling 027 860 6826 or writing a letter, or emailing the Company at [info@dragonflyorganics.nz](mailto:info@dragonflyorganics.nz) and give the Company the chance to rectify it. Your custom is very important to us and we want you to be happy.
20. **General**
- 20.1 These Terms and Conditions shall be construed in accordance with the laws of New Zealand. The New Zealand Courts will have non-exclusive jurisdiction in respect of these Terms and Conditions.
- 20.2 If any provision of these Terms and Conditions is or becomes invalid or unenforceable, that provision will be deemed deleted from these Terms and Conditions and such invalidity or unenforceability will not affect the other provisions of these Terms, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions
- 20.3 No failure or delay on the part of either party in exercising any right under these Terms shall operate as a waiver of, or impair, any such rights.
- 20.4 The Company reserves the right to amend these Terms and Conditions at any time by giving written notice to the Client or updating its website (and/or notifying the Client of the same). The amended Terms and Conditions shall apply in respect of all subsequent Services performed after notification of the amended Terms and Conditions.
- 20.5 The Client shall not assign any of its rights or obligations under these Terms and Conditions or an order for Services without obtaining the prior written consent of the Company (such consent may be given or withheld in the Company's sole discretion).
- 20.6 The Company may assign or subcontract any or all of its rights or obligations under these Terms and Conditions or an order for Services without the Client's consent, and no change in control resulting in the change in the legal or beneficial ownership of the Company howsoever arising shall require the Client's consent.