



TERMS OF TRADE

1 DEFINITIONS

- 1.1 In these terms of trade the "Contractor" means United Cleaning Services.
- 1.2 The "Customer" means the purchaser of the goods and services

2 PRICE & SERVICE

2.1 Services

The Contractor will, excluding Statutory Holidays carry out the services as agreed with the Customer. Services will include Statutory Holidays if agreed between the Contractor & Customer.

2.2 Duration

The parties agree if a contract is in place, that upon either one of them giving notice to the other within 3 months of the last day of the contract period, they will meet and negotiate, without obligation, the extension by variation or renewal of this Contract. In the absence of any agreement to extend or renew a Contract then these Terms of Trade will be deemed to continue after the expiry of the period on a month to month basis unless and until one party gives to the other party one month's notice in writing that this Contract is to terminate and that notice has expired.

2.3 Public Holidays

Unless specified in the service specification the frequency of service will exclude public holidays unless the cleaning schedule states otherwise. Public holidays have already been taken in to account for the non-cleaning of the sites specified in the monthly fee.

2.4 Fee

Our contract price is calculated on an annual basis and then divided by 12 in order to calculate the monthly fee. This monthly fee already has taken in to account the non-cleaning on public holidays.

3 PAYMENT

- 3.1 The Contractor shall render to the Customer an invoice within the first seven days of each calendar month for Services provided during that month. Additional Services shall be paid as agreed. The Customer shall pay each invoice, without deduction, by reason of statutory holidays or non-business days or otherwise, on or before the last trading day of the month in which the invoice was rendered.

4 DEDUCTIONS AND PENALTY PAYMENTS

- 4.1 If the Customer fails to make payment of any sum due within fourteen (14) days of the date when payment was to be made the Contractor may, from the date of written notice to the Customer:
 - (i) Charge interest on the outstanding sum at 2% per calendar month above the current ANZ Business Bank Indicator Rate (BBIR); or
 - (ii) Terminate the services

All costs, including legal fees on a solicitor/client basis, incurred by the Contractor in recovering or attempting to recover any sums owing by the Customer to the Contractor shall be payable by the Customer to the Contractor.



5 VARIATION

The parties may agree from time to time, to vary these Terms of Trade. In any such event the agreed changes shall be effective only if recorded in writing.

6 VARIATION IN COST OF PROVIDING SERVICES

6.1 If there shall be any variation in the cost to the Contractor of the provision of the Services, then the Monthly Fee shall be varied in writing in such a manner as the parties agree is just and equitable in the circumstances and to keep constant the percentage of the Monthly Fee that constitutes gross profit to the Contractor.

7 ACCESS AND SECURITY

7.1 The Customer shall:

- (i) Provide, free of charge, a secured, suitable storage area for the Contractor's equipment and supplies.
- (ii) Provide, free of charge, all water and electricity necessary to enable the Contractor to provide the Services.
- (iii) Supply a copy of evacuation procedures and a list of hazards to enable the Contractor to discharge its obligations arising under the Health and Safety at Work Act 2015 and other relevant legislation.

7.2 The Customer shall not:

- (i) Be responsible for any loss or damage caused to the equipment or materials of the Contractor or to any property or articles belonging to the Contractor except where such loss or damage is caused by any agent or employee of the Customer.
- (ii) Use the Contractor's equipment or materials without the prior permission of the Contractor. All such equipment used with the prior permission of the Contractor shall be returned in the same condition as prior to use by the Customer.

8 CONFIDENTIAL INFORMATION

8.1 The Parties agree they will not use or disclose confidential information relating to finances, business methods, secret processes, formulas, trade secrets or any other commercially sensitive information belonging to the other party which may come to their attention during the period of service.

9 PERSONNEL

9.1 The Contractor shall be a party to the "New Zealand Cleaners and Cleaning Contractors Multi Employer Collective Employment Agreement" current for the time being or some other Employment Contract which offers comparable or no less favourable terms and conditions and shall at all times ensure that all conditions of employment of the said Contract are complied with in regard to such employees.

9.2 The Customer reserves the right to deny entry to the Premises. The Customer shall inform the Contractor in writing should entry to a site be denied outlining reasons for such denial. This notification will be deemed to be a request to the Contractor to remove the employee from the Customer's site.

9.3 The Customer shall not, during the period of service and within one year after the termination of the services (for whatever reason), engage or employ any person who is or was previously employed by the Contractor in carrying out the Services specified in this Contract to carry out those same or similar services on the Premises, unless the Contractor agrees otherwise.



9.4 The Customer can request the Contractor to complete a police check on employees of the Contractor. The Customer will reimburse the cost of any police checks.

10 SAFETY

10.1 The Contractor and the Customer (as Principal) shall each observe fully their respective responsibilities in terms of the Health and Safety at Work Act 2015.

10.2 The Contractor shall reserve the right, without penalty to refuse to carry out work under conditions it considers dangerous to the health and safety of any of its employees or employees of the Customer or members of the public on or near the Customer's premises. Such refusal shall not give rise to an entitlement to cancel this Contract or to an action in damages.

11 INDEMNITY/INSURANCE

11.1 The Contractor shall:

(i) Indemnify and keep indemnified the Customer and the Customer's tenants against all actions, proceedings, costs, charges, damages, expenses, claims and demands whatsoever to any third persons arising out of, or directly occasioned by, the negligent performance of this Contract by the Contractor, its employees, servants or agents.

(ii) Take out, effect and maintain, during the period of this Contract, appropriate Public Liability Insurance coverage to a value of not less than \$10,000,000 for any one claim. Evidence of such coverage shall be provided to the Customer at any time upon request by the Customer.

(iii) Make good at the Contractor's own expense all damage, excluding normal wear and tear, to the Premises or to any fixtures or chattels therein where such damage has been caused by non-compliance with the conditions of the Contract or by negligence on the part of the Contractor, its employees, servants or agents.

12 MATERIALS

12.1 The Contractor shall provide all cleaning materials including plant and equipment required to provide the Services other than consumable items specified in **Schedule A** which shall be invoiced by the Contractor to the Customer separately.

13 ASSIGNMENT AND SUB-CONTRACTING

13.1 The Contractor may assign or sub-Contract part or all of the Contract for Services and shall advise the Customer in writing, either at the time of the Contract or during the Period of the Contract, within 10 working days of any such assignment or sub-Contracting. Such assignment or sub-Contracting shall not affect in any way any of the Contractor's responsibilities as specified in this Contract.

14 CONSUMER GUARANTEES ACT

14.1 The Parties agree that the services supplied pursuant to this Contract are supplied for the purpose of a business and that as such the Services provided are not subject to the obligations contained in the Consumer Guarantees Act 1993.



15 CANCELLATION

- 15.1 The Contractor shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any service for the supply of goods and services to the Customer if the Customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in Section 19 of the Insolvency Act 1987.
- 15.2 Any suspension under the above clause of this agreement shall not affect the Contractor’s claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer’s obligations to the Contractor under this contract.

16 ARBITRATION

- 16.1 In the event of any dispute between the parties the parties shall submit to Arbitration.
- 16.2 Every submission to arbitration under the terms of the Contract shall be under and in accordance with the provisions of the Arbitration Act 1996 and its amendments.

SCHEDULE A

Chargeable consumables NOT included in the Monthly fee:

Rubbish Bags	
Hand Towels	
Toilet Paper	
Soap	
Dispensers incl Installations	