

# Guarantee & Terms of Trade



## Green Acres Guarantee

- Your Green Acres sub franchisee owns their own business and is therefore determined to provide the highest possible standard of service.
- Each Green Acres sub franchisee has undergone an intense training course and is a specialist in their particular field.
- The workmanship of Green Acres sub franchisees is fully guaranteed. This means if you are not happy, the sub franchisee will return until you are satisfied. If you are still unhappy, there will be no charge.
- Every Green Acres sub franchisee undergoes a full criminal, traffic, credit and reference check before signing on.
- Every Green Acres sub franchisee wears our distinctive uniform and carries a Green Acres ID card complete with their photographs. They also carry full insurance cover for your protection.
- Each Green Acres sub franchisee provides their own cleaning products and equipment, thus eliminating those costs from your budget.

## Terms of Trade

1. This quote will be accepted once you give written approval.
2. On acceptance of this quote the following terms and conditions will apply:
  - (a) All prices are inclusive of GST unless otherwise stated.
  - (b) Unless otherwise agreed all prices are subject to alteration without notice, at any time prior to the quote being accepted by you.
  - (c) Payment in full is required upon receipt of invoice unless we have agreed to alternative terms of payment with you.
  - (d) We prefer payment to be made by the "pay now" function on your invoice or Direct Bank Transfer.
  - (e) Interest on unpaid monies may be charged at the then current rate prescribed in the Judicature Act 1908 from the 20th day of the month following the date of the relevant invoice.
  - (f) We reserve the right to cease services if payment falls into arrears.
  - (g) Any cost which may be incurred in the recovery of any late payment will be payable by you.
  - (h) Any unforeseen work or materials required to complete the quote may be charged for, following consultation with you.
  - (i) Any quote will be valid for [30] days from the date of issue.
  - (j) Green Acres will procure that its sub franchisees will take all reasonable care when providing services to you. Except to the extent required by law, Green Acres Franchise Group Limited will not be liable to you (and nor will any of its sub franchisees) for any loss, damage or expense you may suffer or incur in connection with the provision of services to you and in any case, the liability of Green Acres Franchise Group Limited and its sub franchisees will be limited to the actual direct damages suffered by you and will under no circumstances exceed the price of the services actually paid by you to Green Acres or its sub franchisees.



**GREEN ACRES FRANCHISE GROUP LIMITED**

**T: 0800 803 200**

**E: [admin@greenacres.co.nz](mailto:admin@greenacres.co.nz)**

**[www.greenacres.co.nz](http://www.greenacres.co.nz)**

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- (k) Neither Green Acres Franchise Group Limited (nor its sub franchisees) shall be liable in any way to you or be deemed to be in breach of these Terms and Conditions if it fails to supply the services ordered by you as a result of anything outside of their reasonable control.
- (l) Where you are not a “Consumer” (as that term is defined in the Consumer Guarantees Act 1993) or where you are acquiring goods or services for the purpose of a business then:
  - (i) The provisions of the Consumer Guarantees Act 1993 shall not apply;
  - (ii) The only warranties, guarantees or undertakings we give you in relation to the goods and / or services (whether in relation to quality, fitness for purpose or otherwise) are those which we expressly stipulate to you in writing.

However, where you are a Consumer, and are not purchasing goods or services for the purpose of a business, then notwithstanding anything contained in these Terms and Conditions you shall have all of the rights conferred on Consumers by the Consumer Guarantees Act.

- (m) A failure by Green Acres (or its sub franchisees’) to exercise any right under these Terms and Conditions is not a waiver of, or variation to, that right.
- (n) Green Acres reserves the right to review these Terms and Conditions at any time. If, following any such review, there is to be any change, that change will take effect from the date on which Green Acres provides notice of the same. If you do not agree with the changes, then you may stop using the services.



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