Tax Invoice



Invoice #: 801311

Date 13 Feb 2020

Bez Seyedaniri To 362 St Johns Road

St Heliers Auckland

Phone 021520667

Behzad.Amiri@me.com Email

Your Green Acres Franchisee

Name Amrit Chahal T/A Green Acres Lawn &

Garden

021 868408 Mobile

3 Ritchie Crescent Takanini Address

amrit7200.greenacres@gmail.com

Email G.S.T. # Bank Account #

106-340-048 12-3083-0335984-00

Amounts excl.

\$26.09

\$26.09

Lawn and Garden Care on 08 February 2020

Lawn mowing

Total excl. GST Plus GST

\$3.91 Total incl. GST \$30.00

PAYABLE WITHIN 7 DAYS PRICING IS VALID AT THE TIME OF QUOTE.

All Green Acres services offer our 100% guarantee of satisfaction for your peace of mind

For more information on our terms of trade, visit www.greenacres.co.nz

Q 0800 803 200 www.greenacres.co.nz

SERVICES INCLUDE

Lawn and Garden Care Home Cleaning Commercial Cleaning Car Valet

Pool Valet

Ironing Carpet Care Pest Control

An independently owned and operated franchise business.

Green Acres Guarantee

- Your Green Acres Limited ("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 and Conditions of Trade

- 1. Any instructions received by you in relation to the quote attached to these terms and conditions (the "Quote") and/or, as the case may be, the signing of the Quote (where applicable) by you shall constitute your acceptance of these terms and conditions and you agree to be bound by these terms and conditions.
- 2. You agree that the following shall apply in respect of the Quote:
- a. The Green Acres sub franchisee (or as the case may be, Green Acres) shall perform the services described in the Quote (the "Services").
- b. All prices are inclusive of GST unless otherwise stated
- c. You shall provide the Green Acres sub franchisee with all necessary information and access required in order to perform the Services.
- d. Payment in full and cleared funds is required upon receipt of each invoice, unless otherwise agreed with the relevant Green Acres sub franchisee and Green Acres.
- e. We prefer payment to be made by the "pay now" function on your invoice or Direct Bank Transfer.
- f. If you fail to make the payment that is due and payable, interest (calculated daily from the due date until the date that payment is made in full) shall accrue and be payable on the overdue amount at the rate of 1.5% per calendar month, with such interest compounding monthly at such a rate after as well as before any judgment.
- g. If you default in payment of any amount when due, you shall indemnify the Green Acres sub franchisee and Green Acres (as applicable) from and against all costs and disbursements incurred (including solicitor/client costs on a full indemnify basis and collection agency costs), arising from, or consequent on, enforcement and/or collection of the overdue amount.
- h. You agree that any default by you in relation to these terms and conditions entitles the Green Acres sub franchisee (or Green Acres, as the case may be) to suspend or terminate the supply of Services and Goods.
- i. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 ("CCA") and the Green Acres sub franchisee (or Green Acres) has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply
- j. Any quote will be valid for 30 days from the date of issue
- k. Any unforeseen work or materials required to complete the Services" may be charged for in addition to any amounts set out in the Quote, following consultation with you.
- I. In the event the Green Acres sub franchisee (or Green Acres, as the case may be) supplies any goods or materials in relation to the Services ("Goods"), the Green Acres sub franchisee (or Green Acres, as the case may be) retains ownership of such Goods until payment of the goods are made in full and all risk in the Goods shall pass to you on delivery (or deemed delivery).
- m. Where the Green Acres sub franchisee (or Green Acres) has designed Goods or type of Services for you, then the copyright in those designs shall remain vested in Green Acres, unless otherwise agreed by Green Acres."
- n. Green Acres will procure that the Green Acres sub franchisees will take all reasonable care when providing the Service. Except to the extent required by law, Green Acres will not be liable to you (and nor will any of its sub franchisees, including the relevant Green Acres sub franchisee) for any loss, damage or expense you may suffer or incur in connection with the provision of Services and in any case, the liability of Green Acres Franchise 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 the relevant sub franchisees. Green Acres and the relevant Green Acres sub franchisee shall not be liable to your indirect, consequential or special loss, or loss of profit, however arising, whether under contract, or otherwise.
- o. Neither Green Acres Franchise (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 as a result of anything outside of their reasonable control.
- p. 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:
 - The provisions of the Consumer Guarantees Act 1993 shall not apply;
 - b. 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.

- q. A failure by Green Acres sub franchisee or Green Acres to exercise any right under these Terms and Conditions is not a waiver of, or variation to, that right.
- r. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected prejudiced or impaired.
- s. These Terms and Conditions shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- t. You irrevocably authorise the Green Acres sub franchisee (or Green Acres, as the case may be) to disclose information about you whether collected from you directly or obtained from any other source, to any credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you
- u. 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.