**Terms of Trade**

Our Terms of Trade comprise three parts:

1. The Scope of Work that sets out the scope of work and tasks work we agree to perform and any general requirements you may have related to the work
2. The price we will charge you for the work and which you agree to pay
3. Our General Terms of Trade which are set out here – link to separate page
4. **General Terms of Trade**
   1. In these terms of trade ABACO means ABACO Ltd.
   2. The “Customer” means the purchaser of cleaning and related services from ABACO.
   3. Any Goods or Services provided by the ABACO for the Customer will be supplied on these terms and conditions.
   4. Any purchases made by the Customer are purchased on these terms and conditions.
5. **Price**
   1. The ABACO’s prices are exclusive of Goods and Services Tax unless otherwise stated, and the Customer is required to pay GST in addition to the price.
   2. The ABACO’s prices are subject to alteration due to changes to the costs of labour and materials that are outside the direct control of ABACO and the price payable by the Customer for the cleaning and related services ordered is the price current at the date the cleaning and related services are received by the Customer.
   3. A vehicle/service charge will be added to all invoices produced by the ABACO, unless otherwise agreed.  This charge covers costs associated with the ABACO’s vehicle fleet including but not limited to; fuel, road user charges, and general warranty and maintenance costs and will not exceed the Kilometre rates for the business use of vehicles for the relevant income year published by the Inland Revenue Department.
   4. Labour costs may include any time spent travelling to and from the Depot to the Customer, including any time taken to procure any materials and goods required for the job. Labour costs also include administration in relation to the work performed.
6. **Payment**
   1. Payment terms will be stated on each invoice.  Accounts must be paid in full on the 20th of the month following the date of invoice.
   2. If full payment for is not made to the ABACO by the due date for payment, then the Customer shall be in default and the Customer shall at the discretion of ABACO (and without affecting any other right ABACO may have), pay default penalty interest of 5% per month on any amount outstanding to the ABACO.
   3. The Customer shall also be liable to pay all expenses and costs (including legal costs as between solicitor and client) in relation to ABACO obtaining or attempting to obtain a remedy for the failure to pay.
   4. During any period of time while the Customer is in default on any account with the ABACO, ABACO may suspend or withhold the provision of goods and services.
   5. Any overdue account can be forwarded to a debt collection agency by ABACO and information about the debt may be loaded on the agency database from where it information may be provided to or accessed by third parties who may in turn provide credit default information to others.
7. **Orders**
   1. The issue of an order from the Customer constitutes acceptance by the Customer of these terms, even if the contrary is stated in the Customer’s orders or correspondence.
8. **Suspension, Cancellation or Alteration**
   1. If the Customer requests suspension or cancellation of the any or all of the cleaning and any related services ABACO may increase the amount billed to the Customer to cover any resulting costs incurred by ABACO to supply the remaining cleaning and related services required by the Customer.
   2. Two weeks written notice is to be given by the Customer to the ABACO in the event of suspending or cancelling contracted regular services. The ABACO will give the Customer two weeks written notice of the intention to cancel contracted services; however immediate suspension or cancellation of a contract by the ABACO may result if default of payment for goods and services by the Customer occurs.
   3. In the event of cancellation of contracted services by the Customer, which will result in a loss of employment for a ABACO employee who regularly undertakes the contracted service for the Customer, the Customer will follow Employment Relations Amendment Act 2006 regarding “Vulnerable Workers” which relates to employees providing cleaning services.
   4. Where the Customer requires a change in services by the ABACO, they will contact the ABACO Office directly with reasonable notice so that the ABACO may arrange changes as required with the ABACO employees, alteration to services required is not to be made with the ABACO employees directly by the Customer. The ABACO reserves the right to recover costs relating to changes, including but not limited to staff wages of affected employees.
9. **Disputes**
   1. In the event that any part of an invoice is disputed the amount not in dispute will be paid promptly in accordance with the payment terms. Thereafter, the parties agree to use their best endeavours to promptly resolve any dispute of difference between them and the ABACO may, at its discretion, require the Customer to submit to mediation with the assistance of a qualified mediator.
   2. The Customer must advise the ABACO of any dispute relating to their invoice within 7 days of receiving the invoice.
10. **Quoted Work**
    1. Quotations are valid for 30 days from the date of quotation unless otherwise stated.
    2. Prices current at the date of quote are subject to alteration after 30 days or in the event of supplier price variation.
    3. Quotations exclude Goods and Services Tax, unless otherwise stated.
    4. Any quotes provided by the ABACO for the Customer are based on the cost at quotation date of materials, labour, rates of exchange, insurance, freight, duty, taxes and other cost items over which the ABACO has no control. Any increase in price caused by these factors will be added to the price and become payable by the Customer unless the ABACO has agreed in writing to waive this provision.
    5. Any quotes issued by the ABACO affected by any price variations may require a price review, and increases caused by these variations may be passed on to the Customer.
    6. To avoid such price increases the Customer may be asked to purchase materials in advance to obtain quoted rates prior to price increase.
    7. Any materials purchased will be charged to the Customer at the end of the month of purchase and payment shall be due as per the payment terms stated above.
    8. Quotations are inclusive of travel time and travel costs.
    9. All goods and services are subject to supplier availability and supplier price variation. If there is a substantial change, this will necessitate a price review.
11. **Property**
    1. Ownership of any goods involved in the delivery of services to the customer remains with ABACO until payment in full has been received for them.
    2. Until payment is made for the goods, the Customer shall hold the goods as bailee for the ABACO and ABACO has the right of entry to the Customers premises to recover and repossess the goods.
    3. If the Customer ceases trading, is placed in receivership or liquidation, becomes bankrupt or permit the Customers goods to be taken in execution, or compound or make an arrangement with the Customers creditors then, in addition to, and without prejudice to, any other rights or remedies the ABACO might have, the following shall occur:
       1. All unpaid accounts in respect to the goods and services supplied by the Customer shall become immediately due and payable, and
       2. The provisions relating to the ABACO’s right of entry, repossession and recovery of goods shall apply.
    4. This retention of title clause creates a purchase money security interest under the Personal Property Securities Act 1999 (“the Act”) on all goods sold by the ABACO to the Customers.  The security interest extends to proceeds of sale of the goods and to any product into which the goods are incorporated or co-mingled.
    5. Where property of the ABACO is stored at the Customer site for use, it is only for the use of the ABACO employees, any cost for consequential damage / loss to the ABACO property resulting from use by sub contractors of or by the Customer will be the responsibility of the Customer.
12. **Health and Safety**
    1. ABACO staff and any sub-contractors contracted to ABACO are required to comply with the Companies Health and Safety Policy. This is available for review by arrangement with ABACO.
13. **Force Majeure**ABACO will not be liable for failure to meet its obligations if the failure is brought about by a force majeure circumstance (i.e. any circumstances outside the ABACO’s control).
14. **Limitation of Liability**
    1. The ABACO’s liability for any loss (including consequential loss & loss of profits), damage or expense arising out of the services provided is limited at the ABACO’s option, to either:
       1. re-do any part of the work which the Customer is entitled to reject; or
       2. refund the price of the work which the Customer is entitled to reject.
    2. The ABACO will not be liable in any event if the work has been altered or repaired by any person other than the ABACO.
    3. In any event, the ABACO will not be liable in respect of any claim unless the claim is notified to the ABACO within:
       1. 14 days of completion of the work; and
       2. 7 days of the alleged defect becoming apparent; and
       3. the ABACO is given a reasonable opportunity to investigate the claim.