

Terms and Conditions

1. Terms of contract

- 1.1. These Terms apply whenever Okiwi Views Limited, trading as Hare to Help (**Hare to Help**) provides any Services to a Customer, unless otherwise agreed in writing.
- 1.2. By requesting the Services from Hare to Help, the Customer acknowledges and agrees to these Terms, whether or not they are signed by the Customer.
- 1.3. Hare to Help may withdraw any Quote issued to a Customer before it is accepted and, in any event, a Quote will lapse without notice, 48 hours after it is given (or as otherwise stated in the Quote).

2. Services

- 2.1. Hare to Help shall provide the Services to the Customer.
- 2.2. Hare to Help will use reasonable endeavours to provide the Services to the Customer on time and to an industry standard.
- 2.3. Hare to Help shall not be liable to the Customer for any failure to provide the Services on a specified date or within a specified period, however that failure was caused.
- 2.4. Hare to Help will provide all commonly used cleaning products and equipment required to provide the Services.

3. Sale Services

- 3.1. Hare to Help may provide the Sale Services on request by the Customer.
- 3.2. Unless otherwise agreed, Hare to Help shall pay the proceeds for the items sold to the Customer's nominated bank account as soon as practicable following Hare to Help receiving the proceeds from the purchaser.
- 3.3. The Customer represents and warrants to Hare to Help that it is entitled to sell the items the subject of the Sale Services. Title and risk to such items shall remain with the Customer until the items are sold and delivered to the purchaser of the items by Hare to Help.
- 3.4. Hare to Help may, at its discretion, offer to purchase items from the Customer as an alternative to providing the Sale Services. Title and risk shall pass to Hare to Help upon payment to the Customer.
- 3.5. The Customer acknowledges that Hare to Help may on-sell the items purchased from the Customer and is under no obligation to account to the Customer for any amount received by Hare to Help above that paid to the Customer.

4. The Customer's obligations

The Customer must:

- 4.1. cooperate with Hare to Help, and its agents, subcontractors and employees, in all matters relating to the Services;
- 4.2. provide Hare to Help, and its agents, subcontractors and employees, in a timely manner, with access to the Premises and other facilities as reasonably required by Hare to Help to provide the Services; and
- 4.3. if requested by Hare to Help, locate, mark and advise Hare to Help of all matters and things at the Premises which might constitute a hazard or are unusual or out of the ordinary.

5. Variation or cancellation of Services

- 5.1. Any variation to the Services must be agreed by Hare to Help and the Customer in writing.
- 5.2. Hare to Help may cancel or suspend all or any part of the Services without liability to the Customer if:
 - (a) Hare to Help reasonably believes that the information which the Customer has provided is not correct or no longer correct;
 - (b) the Customer becomes insolvent or commits any act of bankruptcy, a receiver, liquidator, administrator or statutory manager is appointed over any of your assets or undertaking or you make or attempt to make an arrangement or composition with your creditors; or
 - (c) supplying the Services becomes impracticable or uneconomic due to any cause beyond our control.

- 5.3. If the Customer cancels a Booking within 48 hours prior to the scheduled Booking, the Customer shall be liable to pay 25% of the Charges that would have otherwise been payable by the Customer had the Customer not cancelled the Booking.
- 5.4. If the Customer cancels a Booking within 24 hours prior to the scheduled Booking, the Customer shall be liable to pay 50% of the Charges that would have otherwise been payable by the Customer had the Customer not cancelled the Booking.

6. Charges

- 6.1. The Customer agrees to pay the Charges for the Services.
- 6.2. Hare to Help may vary the Charges:
 - (a) if costs increase prior to supply of the Services;
 - (b) if, in the course of the Services, Hare to Help encounters any of the items referred to in clause 5.2(c) above;
 - (c) if supply of the Services is delayed by any default, act or omission on the Customer's part (or the part of the Customer's agents, employees or subcontractors);
 - (d) (for the avoidance of doubt) if Hare to Help agrees to any variation to the Services.
- 6.3. Where Hare to Help agrees to provide the Services to the Customer outside normal work hours or on a public holiday, the Customer agrees to pay the After Hours Charge.
- 6.4. Where Excess Travel Charges apply, the Customer agrees to pay those Charges.
- 6.5. The Customer agrees that Hare to Help may, upon prior agreement from the Customer, charge the Customer for any specific products that Hare to Help requires to be able to complete the Services for the Customer.

7. Invoicing

- 7.1. Hare to Help will invoice immediately following completion of a Booking.
- 7.2. Hare to Help will ensure that each invoice issued by it is:
 - (a) where GST is payable, in the form of a valid tax invoice for GST purposes; and
 - (b) itemised and includes all information reasonably required to enable the Customer to establish the accuracy of the invoice.

8. Payment

- 8.1. At Hare and Help's discretion, Hare to Help may require the Customer to pay a deposit prior to the Services being provided.
- 8.2. The Customer agrees to pay all Charges to Hare to Help's bank account (specified in the invoice), in accordance with the timing set out in the invoice or, if not specified, by no later than 7 days following the date of the invoice.
- 8.3. If full payment is not made by the due date, then without prejudice to any other rights or remedies available:
 - (a) Hare to Help may charge interest on overdue monies on a daily basis at 5% per annum above the current overdraft rate charged by our bankers at that time, and interest shall continue to accrue both before and after judgment; and
 - (b) the Customer will be responsible for all costs (including legal costs on a solicitor/client basis) incurred by us in recovering such monies.
- 8.4. Hare to Help may accept and apply payments from the Customer in respect of any indebtedness, and Hare to Help will not be bound by any conditions or qualifications attaching to the payments.

9. Warranty and liability

- 9.1. Hare to Help's liability under these Terms shall be limited as follows:
 - (a) if and to the extent the Carriage Act applies to the Services, the Services are undertaken on the basis of "limited carrier's risk" as defined in the Carriage Act;
 - (b) in all other circumstances, the lower of:
 - (i) the Charges for any Services performed on the day in which the breach or action occurred; and

- (ii) the amount that Hare to Help has recovered under Hare to Help's insurance policies.
- 9.2. Hare to Help shall not be liable to the Customer in anyway whatsoever:
- (a) for any indirect or consequential loss or damage which is suffered by the Customer in respect of Hare to Help's performance of the Services under this agreement
 - (b) if any loss or damage occurs by any third party, such as from a burglary, where the Customer provides access to the Premises by leaving the doors unlocked and/or the Customer instructs Hare to Help to leave the doors unlocked upon completion of the Services;
 - (c) for loss or damage occurs to goods delivered by Hare to Help to a third party for the purpose of sale, valuation or otherwise;
 - (d) as a result of a lower than expected amount being received by the Customer upon the sale of goods facilitated by Hare to Help.
- 9.3. Hare to Help will not be liable for any claim under these Terms if the Customer does not give Hare to Help written notice of the claim within two months of the date on which the claim arises.
- 9.4. If the Consumer Guarantees Act 1993 applies, these Terms shall be read subject to the Customer's rights under that Act. Where the Customer is acquiring the Services for the purposes of a business (as provided in sections 2 and 43 of the Consumer Guarantees Act) the Consumer Guarantees Act shall not apply.

10. General

- 10.1. Hare to Help may amend these terms from time to time by notice in writing.
- 10.2. Hare to Help may subcontract or otherwise dispose of any of its rights and obligations under these Terms as it may see fit. In any event, Hare to Help will remain fully responsible and liable for the performance of any obligations that have been subcontracted.
- 10.3. Any failure or delay in enforcing compliance with any of these Terms shall not be a waiver of that or any other term.
- 10.4. If a court decides that part of these Terms are unenforceable, the part concerned shall be deleted from these Terms, which will then continue in force.
- 10.5. These Terms will be governed by, and construed in accordance with, the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the courts of New Zealand.
- 10.6. Where relevant, these Terms may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into

these Terms by executing a counterpart. The parties acknowledge that these Terms may be executed by an exchange of scanned and emailed PDF copies and execution of these Terms by that means is valid and sufficient execution.

11. Definitions and interpretation

- 11.1. The following definitions apply in this agreement unless inconsistent with the context or otherwise specified:
- After Hours Charge** means the after-hours Charges set out in Hare to Help's price list, as amended from time to time;
- Booking** means a booking for Hare to Help to provide the Services to the Customer on a particular day;
- Business Day** means any day other than a Saturday, Sunday, or public holiday in Christchurch, New Zealand;
- Charges** means the charges for the Services set out in the Quote, or if no Quote is provided in Hare to Help's price list, as amended from time to time;
- Excess Travel Charges** means the excess travel Charges set out in Hare to Help's price list, as amended from time to time;
- GST** means goods and services tax imposed under the Goods and Services Tax Act 1985;
- Premises** means the premises of the Customer, where the Services are to take place;
- Quote** means the Services being offered to be provided by Hare to Help;
- Sale Services** means the sale of items owned by the Customer on behalf of the Customer, as part of the Services.
- Services** means the services requested by the Customer and approved by Hare to Help in writing.
- 11.2. **General provisions of interpretation** – In the construction and interpretation of these Terms unless inconsistent with the context or otherwise specified:
- (a) words importing the singular number include the plural and vice versa, references to any gender include every gender and references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
 - (b) headings are inserted for convenience only and do not affect the interpretation of this agreement;
 - (c) references to **dollars** and **\$** are references to New Zealand dollars;
 - (d) references to **written** and **in writing** include any means of permanent visible representation (including email); and
 - (e) where any act, matter or thing is to be done on a day that is not a Business Day, that act, matter or thing may be done on the next succeeding Business Day.