



ALPECO
Alternative Pest Control

Head Office: +64 (0) 7 213 1317
Enquiries: info@alpeco.co.nz
Address: 50 State Highway 5
Rotorua 3073

www.alpeco.co.nz

TERMS AND CONDITIONS

1. Definitions

"Amount owing" shall mean the price of the service plus all costs, expenses and penalties for which the customer is liable.

"Alpeco Ltd" ("Alpeco") shall mean Alpeco Ltd services or any associated division, company, employee or agent.

"Service" means all goods and services supplied by Alpeco to the customer

"Service Contract" shall mean any agreement, whether written or verbal between Alpeco and the customer, for the provision of services.

"The Customer" shall mean the purchaser of any Goods or Service from Alpeco.

2. Acceptance and General

2.1 These terms apply to all Services that Alpeco provides to the customer at any time, whether now or in the future. These terms always apply except when Alpeco has expressly notified the customer otherwise in writing.

2.2 Any instructions or order received by Alpeco from the customer shall constitute acceptance of these terms.

2.3 These terms

- (a) may be amended by Alpeco from time to time;
- (b) express the entire understanding and agreement between the customer and Alpeco;
- (c) shall prevail in the event of any conflict between these terms and the provision of any document used by the customer or any other agreement with Alpeco; and
- (d) can only be varied by express acceptance in writing.

2.4 Where more than one customer has entered into this agreement, the customer shall be jointly and severally liable for all payments of the amount owing.

3. Payment Terms

3.1 All accounts shall be payable on the day the work is carried out by Alpeco and in accordance with the agreed credit terms elected by Alpeco.

3.2 The customer agrees to pay all invoices on receipt; OR

3.3 The customer agrees to pay by the 7th of the month following completion of work where Alpeco has entered into a credit arrangement with the customer upon successful application by the customer for credit. Unless other dates are agreed in writing and stated in the Alpeco account application form. Alpeco keeps the right to change any form if the customer does not pay on time or after the date agreed.

3.4 Payment of the amount owing shall be free of any counterclaim, set-off, deduction or any other claim whatsoever.

3.5 If the customer does not pay the Account owing on time Alpeco may, at the sole discretion of Alpeco:

- (a) suspend or restrict the customer's use of the Services;
- (b) terminate Services;
- (c) refer the customer's account to our debt collection agency; and/or
- (d) charge the customer a Late Payment Fee of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (whichever amount is greater) ("Late Payment Fee") of any outstanding account that



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remains unpaid on the 7th of the month following completion of work, or otherwise agreed; and,
(e) charge the customer default interest at the Default Rate (5% per month) on the amount outstanding until the actual date of actual payment of all amounts owing (including default interest and Finance Fee).

3.6 The customer shall be liable for ALL costs incurred by Alpeco in recovering the amount owing including debt collection agency commissions, fees and/or other charges, and legal costs.

4. Cancellations

4.1 The customer agrees to pay a cancellation fee equal to 100% of the full service fee if, for any reason:

- (a) The customer cancels the customer's service with less than 24 hours' notice; or
- (b) Alpeco arrives on the scheduled day but is asked to "come back later"; or
- (c) There is a lock applied for which Alpeco does not have a key; or
- (d) The alarm is set and Alpeco does not have instructions to disarm; or
- (e) The lock has changed or is malfunctioning; or
- (f) The presence of guests or workers prevents Alpeco from carrying out its work; or
- (g) The customer (or customer's agent) is not at the property as arranged and Alpeco has no key to the property.

5. Warranties

5.1 Alpeco warrants that it will provide all Services with the care and skill that can be expected from a pest control service provider.

5.2 Alpeco warrants that any defective service will be rectified by Alpeco provided that any such defect is notified to Alpeco within 24 hours of service delivery.

5.3 The customer cannot claim warranty service if the customer account is overdue. Alpeco reserves the right to withhold or refuse warranty service until the customer pays the arrears.

6. Liability

6.1 Whilst all care will be taken, Alpeco will not be liable to the customer, or any third party, for any:

- (a) loss or damage to any property or its contents from any cause,
- (b) breach of security;
- (c) loss of profit; and
- (d) incidental damage.

6.2 The limitations and exclusions of liability in this clause 6 shall apply however liability arises, whether in contract, tort (including negligence), breach of statutory duty or otherwise.

7. Cessation of Services

7.1 Either party may suspend or terminate the Service at any time unless a service contract is in place in which case the terms of the service contract shall take precedence.

7.2 All Accounts owed by the customer to Alpeco must be paid within 14 days of termination of Services in accordance with clause 3 Payment Terms.

8. Privacy

8.1 It is agreed that information about the customer may be kept by electronic or manual storage medium. The customer has express rights at any reasonable time to be given access to any information about the customer that is stored by the company.



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9. Title

9.1 Any item used by Alpeco shall remain the sole property of Alpeco unless otherwise expressly agreed.

10. General

10.1 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.

10.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

10.4 In the event of any breach of this contract by Alpeco the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Amount Owing.

10.5 The Customer shall not be entitled to set off against, or deduct from the Amount Owing, any sums owed or claimed to be owed to the Customer by Alpeco nor to withhold payment of any invoice because part of that invoice is in dispute.

10.6 Alpeco may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

10.7 Alpeco reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Alpeco notifies the Customer of such change.

10.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

10.9 The failure by Alpeco to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Alpeco's right to subsequently enforce that provision.

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