

## Guarantee & Terms of Trade

### Hire-A-Hubby Guarantee

- Your Hire a Hubby franchisee owns their own business and is therefore determined to provide the highest possible standard of service.
- Each Hire A Hubby franchisee has undergone an intense training course and is a specialist in their particular field.
- The workmanship of Hire A Hubby franchisees is fully guaranteed. This means if you are not happy, the franchisee will return until you are satisfied.
- Every Hire A Hubby franchisee undergoes a full criminal, traffic, credit and reference check before signing on.
- Every Hire A Hubby franchisee wears our distinctive uniform and carries full insurance cover for your protection.

### Terms of Trade

1. This quote will be accepted once you give email or 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) Payment in full is required upon receipt of invoice unless otherwise agreed with Hire A Hubby.
  - (c) Interest on unpaid monies will be charged at the then current rate prescribed in the Judicature Act 1908 from the 20<sup>th</sup> of the month following the date of any applicable invoice.
  - (d) Any cost which may be incurred in the recovery of any late payment will be payable by you.
  - (e) Any quote is valid for 30 days from the date of issue.
  - (f) Any unforeseen work or materials required to complete the quote may be charged for, following consultation with you.
  - (g) Hire A Hubby will procure that its franchisees will take all reasonable care when providing services to you. Except to the extent required by law, Hire A Hubby Limited will not be liable to you (and nor will any of its 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 Hire A Hubby Limited and its 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 Hire A Hubby Limited or its franchisees.
  - (h) Neither Hire A Hubby Limited (nor its 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.
  - (i) 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.

- (j) A failure by Hire A Hubby (or its franchisees) to exercise any right under these Terms and Conditions, is not a waiver of, or variation to, that right.
- (k) Hire A Hubby 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 Hire A Hubby provides notice of the same. If you do not agree with the changes, then you may stop using the services.