

Glenorchy Herbs & Healing Limited
Terms of Service

Declaration and Agreement:

In consideration of **Glenorchy Herbs & Healing** agreeing to supply its services and / or goods to you (the **Customer**) you:

1. agree to the Terms of Service (Terms) set out in this form (double-sided); and
2. declare that all information you supply is true and correct.

Full name:

Signed:

Date:

Payment

In consideration of **Glenorchy Herbs & Healing** agreeing to supply herbalism services and/or goods to the Customer at my request:

- A. I unconditionally guarantee to **Glenorchy Herbs & Healing** the due and punctual payment by the Customer of all moneys payable in accordance with the Terms of Trade set out on the reverse side of this form as and when the same become due and payable by the Customer.
- B. I agree to be deemed as principal debtor for all accounts held by the Customer with **Glenorchy Herbs & Healing**

Acknowledgement

1. I specifically acknowledge that **Glenorchy Herbs & Healing** are not providing medical advice and no substitute for it, regardless of the health background of the service provider
2. I should self-refer to my GP if I feel that is necessary or have health concerns
3. I specifically acknowledge that some aspects of the herbalism services I receive may be hands on (involving touching by the service provider) and I provide my consent to being examined by the service provider
4. I am able to revoke my consent to being touched or examined by the service provider at any time, but I must do so expressly, by immediately advising the service provider

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In these Terms of Service we have used **we, us** and **our** to refer to Glenorchy Herbs & Healing Limited and you to refer to our customer. By agreeing to accept our services and / or goods from us you agree to these Terms to the exclusion of your terms (if any).

1. Price

- 1.1. Our prices are subject to change without notice.

2. Payment

- 2.1. You must pay for our goods and / or services on the day of your appointment, unless we decide otherwise (prior to you receiving any goods or services).
- 2.2. So far, we do not have eftpos facilities so payment is to be made in cash at our premises or by internet banking on the day of your appointment.
- 2.3. We may require you to pay a deposit, being an advanced payment for goods supplied.
- 2.4. We are under no obligation to supply services or goods to you on credit. If we grant you credit, you agree to pay our invoices by the 20th of the month following the date of the invoice.
- 2.5. We may notify you at any time that we are going to stop supplying goods or services to you on credit. This will be without prejudice to your obligation to pay amounts owing.
- 2.6. We may apportion payments to outstanding accounts as we see fit.

3. Default

- 3.1. You will be in Default if:
- (a) you fail to pay an amount due under these Terms by the due date for payment; or
 - (b) you commit a breach of any of your other obligations under these Terms, or the terms of any other contract you have entered into, or enter into in the future, with us; or
- 3.2. If you are in Default then we may, at our option, do any one or more of the following:
- (a) charge you default interest at 12% per annum on any late payments calculated on a daily basis from the due date until the date payment is received;
 - (b) require you to remedy the default in the manner and within the period that we tell you;
 - (c) require you to pay to us all amounts you owe us immediately;
 - (d) suspend or terminate your account with us;
 - (e) exercise any rights that we have under these Terms or that are available to us at law.
- 3.3. We may suspend or terminate your account with us at any time in our sole discretion. If your account is terminated, you must immediately pay us any amount you owe us. Termination will not affect any of our rights that have arisen before termination.

4. Warranties

- 4.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on

us which we cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in these Terms, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

5. Limitation of Liability

- 5.1. We will not be liable for any loss or damage or liability of any kind whatsoever (including liability from any services provided including perceived side effects, consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from goods or services provided by us to you.
- 5.2. To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the goods or services concerned.

6. Privacy of Information

- 6.1. You authorise us:
- (a) to collect, retain and use information about you from any person for the purpose of providing you with our services or goods and for assessing your creditworthiness;
 - (b) to disclose information about you:
 - (c) to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us;
 - (d) to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies, and powers under these Terms.

7. Notices

- 7.1. Any notice may be given by phone, in person, posted, or sent by fax or email to you.

8. Confidentiality

- 8.1. You will at all times treat as confidential all non-public information and material received from us and will not publish, release, or disclose the same without our prior written consent.

9. Costs

- 9.1. You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies, and powers under these Terms.

10. Jurisdiction

- 10.1. These Terms are governed by and construed according to the laws of New Zealand.

11. Disputes

- 11.1. Any claim or dispute arising under these Terms will be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.

12. Force Majeure

12.1. We will not be liable for any failure or delay in complying with any obligation imposed on us under these Terms if the failure or delay arises directly or indirectly from a cause reasonably beyond our control.

13. General

- 13.1. These Terms supersede and cancel any earlier representations, warranties, understandings, and agreements (whether oral or written), and together with your Credit Application constitute the entire agreement between us and you relating to their subject.
- 13.2. You may only assign, sell, or otherwise dispose of any right or obligation under these Terms if we consent in writing first.
- 13.3. If you have entered into these Terms as the trustee of a trust and you have no right to or interest in any of the assets of the trust except in your capability as trustee of the trust, your liability will be limited to the value of the assets of the trust which now or in the future are (or, but for your wilful neglect or default, would be) in the hands of the trustees for the time being of the trust. This clause does not limit any liability you have to us as a personal guarantor.
- 13.4. No failure or delay by us to exercise (in whole or in part) any right, power or remedy under these Terms will operate as a waiver of that right, power or remedy.
- 13.5. We may change these Terms at any time. Any change applies from when it is published on our website <https://glenorchyherbshealing.co.nz/>

14. Definitions

- 14.1. In these Terms unless the context otherwise requires:
- goods** includes any associated services that we supply.
- Security** means all existing and future security held by us that secures your obligations under these Terms.
- 14.2. The rule of construction known as the contra **proferentem** rule does not apply to these Terms.
- 14.3. Words referring to the singular include the plural and vice versa.
- 14.4. Any reference to a party includes:
- (a) that party's executors, administrators, or permitted assigns; or
 - (b) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.
- 14.5. Clause headings are for reference only.
- 14.6. References to clauses are references to clauses of these Terms.
- 14.7. References to money will be New Zealand currency, unless specified otherwise.
- 14.8. Expressions referring to **writing** will be construed as including references to words printed, typewritten, or otherwise visibly represented, copied, or reproduced (including by fax or email).