
TERMS & CONDITIONS

1. Introduction

- a. Mainstream Green (we or our) values its relationship with our clients (you) and believes that it is important that you are aware of and understand the terms on which we will provide our services to you.
- b. These terms and conditions will apply every time you engage us to provide services to you unless we have agreed an alternative arrangement with you in writing
- c. We will take your continued instructions as your acceptance of these terms and conditions.
- d. These terms and conditions are an important document. Please keep a copy of this document for your records.
- e. If you have any questions about these terms and conditions, please contact nicola@mainstreamgreen.co.nz

2. Services

- a. In carrying out any work with you, we will:
 - i. take all reasonable care and skill;
 - ii. comply with our legal and ethical obligations to you;
 - iii. use our best efforts to deliver the desired outcomes within agreed or anticipated time frames and costings; and
- b. Our duties under these terms and conditions are owed solely to you, the person who has engaged us. We do not accept any responsibility to any third parties who may be affected by our performance of the service or who may rely on any advice we give, except as expressly agreed in writing between us.

3. Communication

- a. We will keep in regular contact about the project and always respond within 3 business days to any communication.
- b. to ensure the smooth running of any project we would also ask that any communications from us are responded to within 5 business days

4. Confirmation

- a. On receipt of the service agreement and deposit, your order is confirmed.

5. Our Fees

- a. We have provided a fixed fee quote for this agreement.
- b. The fixed fee excludes GST and travel
- c. All travel and accommodation expenses will be arranged and covered by you
- d. Any changes made to the original agreement may affect the originally agreed rate. We will discuss with you what the difference is in pricing if required

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6. Our Invoices

- a. A booking deposit of 20% of the total fee will be required to commence the project. This deposit guarantees your chosen dates and is non-refundable.
- b. You will receive 2 invoices for the service.
 - i. The first invoice is for the booking deposit
 - ii. The second invoice is the final payment of the remaining total amount and will be sent after the work has been completed

7. Payment

- a. Our invoices are payable within 14 days following the date of the invoice unless alternative arrangements have been agreed with you in writing.
- b. We accept payment by direct credit to our bank account.
- c. If you dispute any item or items referred to in the monthly invoice, you will, within 10 working days of receipt of such invoice, notify us of the reasons for disputing the item(s).

8. Unpaid Accounts

- a. If you have difficulty in meeting any of our accounts, please contact us promptly so that we may discuss payment arrangements.
- b. If our invoiced amount or any part of it remains unpaid beyond 14 days from the date of the invoice, we reserve the right to:
 - i. charge a default fee at the rate of 2% per month (including GST) on the outstanding balance; and
 - ii. stop all work until the overdue amount is paid, to require payment for future fees in advance or to terminate our services in a manner which is consistent with our obligations.
- c. In the event we need to take recovery action from you, you will be liable to reimburse us for our actual costs of taking that action (including lawyers and debt collector's fees).

9. Cancellation made by you

- a. Cancellation terms apply once an order has been accepted in writing or email by us and the deposit is paid.
 - i. if more than 31 working days before the service delivery date will incur no percentage charge outside of the deposit
 - ii. between 14-31 working days before the service date, a 50% cancellation fee will be charged along with the deposit
 - iii. 14 working days or less before the service date will incur a 100% cancellation fee

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10. Cancellations made by us

- a. We reserve the right to amend or cancel a service due to unforeseen circumstances.
- b. Where service has been canceled, you will be offered an alternative date by us for the same service.

11. COVID-19 Cancellations

- a. If COVID-19 restrictions mean we can not go ahead with the events as planned, we are happy to retain your 20% deposit as a credit until we are able to find a postponement date. This credit will be available for 2 years from the original event date.

12. Warranty

- a. We warrant that we will perform the service with reasonable care and skill

13. Responsibility and Liability

- a. We do not accept responsibility or liability for any person contravening any law or regulation and/or any person who refuses to follow and abide by the advice or decision of the consultant while participating in our services.
- b. We do not accept responsibility or cost incurred for damages made by any person to property or any negative impact caused to the service.

14. Content

- a. All content provided by us is for informational purposes only and is not meant to substitute for the advice provided by a healthcare professional or other relevant professionals. The information provided should not be relied upon or used as the sole basis for making decisions without consulting primary, more complete or more timely sources of information.
- b. Mainstream Green disclaims and excludes all liability for any claim, loss, demand or damages of any kind whatsoever (including for negligence) arising out of or in connection with the information or services offered by Mainstream Green or any other website or service we link to.

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15. Confidentiality

- a. Any confidential information we receive will only be used by us to provide our services to you and will not be made available to a third party.
- b. Information disclosed to us by you will be afforded confidentiality to the fullest extent allowed by law.

16. Privacy

- a. In your dealings with us, we will collect and hold personal information about you. We will use that information to carry out the service.
- b. We may disclose your name and address to a credit agency to perform a credit reference or to undertake credit management processes if we deem it necessary.

17. Service Participation

- a. The person signing the service agreement warrants that they have full authority to do so on behalf of all persons whose names appear on the service agreement or separately in relation to the group, and confirms that all persons are fully aware of and accept these conditions.

18. Intellectual Property Rights

- a. Our content forms a significant element of our intellectual property and goodwill. We retain copyright and intellectual property rights of all our content,
- b. Filming of any content requires permission from us.

19. Publicity and Marketing

- a. You authorise us to use your logo and associated trademarks as well as any testimonials, feedback, media, photos, or footage from any service solely for the purpose of marketing our services.

20. Complaints and Dispute

- a. If you have any concerns or complaints about our services please raise them as soon as possible.
- b. If we fail to resolve the relevant dispute within a period of 14 days, either party may (by written notice to the other party) require that the dispute be submitted for mediation. In the event of any such submission to mediation:
 - i. the mediator shall be deemed to be not acting as an expert or as an arbitrator.
 - ii. the mediator shall determine the procedure and timetable for the mediation.
 - iii. the cost of the mediation shall be shared equally between parties.
 - iv. neither party may require any arbitration, or issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has taken all reasonable steps to comply with clauses 22.a and 22.b