

TERMS & CONDITIONS OF TRADE

Carpet Cleaning • Upholstery Cleaning • Pest Control

Legal entity	BugNix Pest Control Limited (Company No. 9416399)
Trading name	BugNix Property Care
Contact	sales@bugnix.co.nz +64 290 456 1444 www.bugnix.co.nz
Version	Effective 4 September 2026

KEY BOOKING TERMS

- Payment is due on completion unless BugNix agrees otherwise in writing.
- Less than 24 hours' notice may result in a reasonable cancellation charge, capped at 50% of the booked price and never more than BugNix's reasonable loss.
- Please report cleaning concerns within 48 hours where practicable. This request does not shorten or remove any legal right or remedy.
- For pest-control work, follow all exclusion and re-entry instructions and do not move or interfere with baits, traps, warning signs or treated surfaces.

1. About these Terms

These Terms & Conditions of Trade (Terms) apply to services supplied by BugNix Pest Control Limited, trading as BugNix Property Care (BugNix, we, us or our), to the person or organisation booking or receiving the services (Client, you or your).

By accepting a quote, making or confirming a booking, paying a deposit, providing access, or allowing work to begin, you agree to these Terms together with the accepted quote, booking confirmation, preparation instructions and service report.

If documents conflict, the following order applies: written special conditions in the accepted quote; the booking confirmation or service report; these Terms; then general website information. Nothing in this order excludes a representation or obligation that cannot lawfully be excluded.

Consumer protection. If you acquire services as a consumer, nothing in these Terms excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, including under the Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA).

2. Services and scope

2.1 Services covered

These Terms cover services described in your accepted quote or booking, including:

- residential and commercial carpet cleaning;
- upholstery cleaning; and
- urban pest-management and pest-control services offered by BugNix from time to time.

2.2 Agreed scope

We will perform only the areas, items, pests, methods and inclusions stated in the accepted quote or booking. Photographs, measurements and information supplied before attendance may be used to estimate price and scope. If an on-site assessment identifies materially different conditions, we will explain the proposed change and obtain approval before carrying out material additional work or charging a materially higher price, except for reasonable urgent steps needed to protect health, safety or property.

2.3 Service standard

We will carry out services with reasonable care and skill, use methods and products reasonably suitable for the agreed work, and comply with applicable law, product labels and safety controls. Where the CGA applies, services must also be fit for a particular purpose or result made known to us where you reasonably rely on our skill or judgment, and completed within a reasonable time when no time is agreed.

2.4 Timing

Appointment, completion, drying and pest-response times are estimates unless we expressly agree that a time is essential. Traffic, previous jobs, weather, equipment issues, safety matters and site conditions can cause delay. We will take reasonable steps to notify you of a material delay.

2.5 Refusal or suspension

We may refuse, pause or stop work where access is unavailable, agreed payment requirements have not been met, instructions conflict with safe or lawful practice, hazards were not disclosed, the requested work is outside our competence or authorisation, or continuing may cause damage or unreasonable risk. Fees remain payable for services properly completed, and a reasonable attendance or cancellation charge may apply under section 7.

3. Quotes, bookings and changes

3.1 Quotes and price

Unless stated otherwise, a quote is valid for 30 days and is based on the information available when issued. Prices are in New Zealand dollars and are exclusive of GST. GST will be calculated and added to the total when the quote is generated. A quote may be withdrawn before acceptance. If no price is fixed and the CGA applies, the price will be reasonable.

3.2 Booking confirmation

A requested date or time is not secured until BugNix confirms it. We may require a deposit or advance payment for large, specialist, urgent or higher-risk work, but any requirement and applicable refund conditions will be disclosed before confirmation.

3.3 Variations

Changes to quantity, access, condition, contamination, infestation or treated area may change the price and time required. We will seek your approval before material additional work where reasonably practicable. Approval may be recorded by email, text message, booking platform, signed service report or another clear written record.

4. Access and Client responsibilities

You must take reasonable steps to:

- provide accurate information about the property, items, fibres, stains, pests, previous treatments, occupants and relevant risks;
- provide safe, lawful and timely access, including keys, codes, parking and required building approval;
- provide working electricity, potable water and adequate lighting where reasonably required;
- remove or secure valuables, fragile items, confidential material and small loose objects;
- disclose known hazards, including asbestos risk, needles, biological waste, mould, damaged electrical fittings, aggressive animals and hazardous chemicals;

- secure pets and keep children, occupants and visitors away from work areas as instructed;
- follow reasonable preparation, ventilation, drying, re-entry, aftercare and monitoring instructions; and
- ensure you are authorised to approve the work at the property and on the relevant items.

If a responsibility is not met, the result may be reduced or the booking delayed, varied or cancelled. Any additional charge must be disclosed where reasonably practicable, reasonably incurred and permitted by law. This section does not excuse BugNix from using reasonable care and skill.

5. Carpet and upholstery cleaning

5.1 Inspection and fibre information

Please disclose known fibre composition, manufacturer instructions, prior cleaning, repairs, dyes, protectants and damage. We may inspect and spot-test, but testing cannot identify every hidden condition or guarantee colourfastness, dimensional stability or compatibility.

5.2 Existing conditions and inherent risks

Cleaning may reveal or make more visible existing wear, fading, pile distortion, shading, permanent stains, delamination, weak seams, loose backing, insect damage, urine contamination, odour sources, dye instability, cellulosic browning, water marks, repairs or damage previously concealed by soil. BugNix is not responsible for an existing condition or an inherent risk that could not reasonably have been avoided when using reasonable care and skill. We remain responsible to the extent loss is caused by our breach of law, negligence or failure to use reasonable care and skill.

5.3 Stains, odours and appearance

We do not promise that every stain, odour, dye, residue or contamination will be removed unless that specific result is expressly agreed. Some substances permanently alter fibres or backing, and odours may originate below the cleaned surface. Specialist treatment, sub-surface remediation or repeated treatment may require a separate quote.

5.4 Furniture and contents

Unless included in writing, you must remove furniture and contents from areas to be cleaned. We may move light items where we consider it safe. We do not move pianos, safes, waterbeds, large appliances, fragile furniture, electronics, aquariums, valuable items or anything we reasonably consider unsafe. Items moved by BugNix may be placed on protective tabs or blocks and must not be replaced until the area is dry.

5.5 Drying and aftercare

Drying time varies with fibre, construction, soil load, treatment, humidity, temperature, ventilation and airflow. Follow the advice given about ventilation, heating, foot traffic, furniture replacement, dye transfer, children and pets. Damp carpet or upholstery may be slippery and may transfer moisture to adjoining surfaces.

5.6 Delicate and natural fibres

Wool, cotton, jute, sisal, rayon/viscose and other natural or delicate fibres may be more susceptible to shrinkage, browning, texture change, dye movement and water marking. If we explain a material inherent risk and you instruct us to proceed, you accept that risk only to the extent it remains despite our reasonable care and skill. Statutory rights remain unaffected.

6. Pest-control services

6.1 Assessment and treatment plan

Recommendations are based on observed evidence and information supplied at the time. Pests may be hidden, mobile, seasonal or entering from neighbouring properties, drains, vegetation, goods or structural gaps. The service is limited to the pests, areas and plan described in the quote or service report.

6.2 Results and written warranties

Unless a specific outcome, warranty or re-service promise is included in writing, complete or permanent eradication is not guaranteed. Results depend on infestation level, pest biology, building condition, weather, sanitation, neighbouring activity, reinfestation and reasonable compliance with preparation and aftercare. Activity may temporarily increase after treatment and some treatments require time, monitoring or follow-up visits. This clause does not limit any guarantee or remedy under the CGA.

6.3 Preparation and cooperation

Complete reasonable preparation steps by the stated time, disclose vulnerable occupants and relevant conditions, protect food and personal items as instructed, provide access to monitoring, treatment and legally required trap-inspection areas, and complete reasonable follow-up actions. Do not move, open, damage or interfere with baits, traps, bait stations, monitoring devices, warning signs or treated surfaces unless BugNix instructs you to do so. Non-compliance may reduce effectiveness and may affect a contractual re-service entitlement to the extent it caused or contributed to the issue; it does not remove statutory rights.

6.4 People, pets and sensitive environments

Before treatment, disclose children, pregnancy, asthma, allergies, respiratory sensitivity, medical vulnerability, pets, fish, reptiles, birds, beehives, food preparation, organic-certification requirements and any circumstance relevant to product selection or exposure management. This helps us plan but does not replace medical or veterinary advice.

6.5 Products, labels and re-entry

We will use only products lawfully approved or permitted for the intended use and will comply with applicable EPA approval controls, product labels, safety data sheets and legal requirements. Occupants must follow treatment-specific re-entry, ventilation, cleaning and exclusion instructions. Product-label requirements and written service instructions take priority over general information. No person or animal may enter an excluded area before the advised time or, where applicable, before treated surfaces are dry.

6.6 Vertebrate pests, traps and toxic baits

Where controlling rodents, birds or other vertebrate pests, BugNix will comply with the Animal Welfare Act 1999 and applicable orders made under it. We will use only methods, traps and devices that are lawful for the target species and circumstances, taking reasonable steps to minimise avoidable pain or distress. We will not use a prohibited trap or device. A restricted trap or device, including a glueboard or leg-hold trap where restrictions apply, will be used only where expressly lawful and any required approval has been obtained. Live-capture and other traps will be inspected, and captured animals handled, at the intervals and in the manner required by law.

Some rodenticides and other vertebrate toxic agents may require certified handlers, controlled-substance licences, tracking, secure custody, warning signs, records or other controls depending on the substance, quantity and site. BugNix will apply the controls legally required for the product and work. You must maintain required access and must not remove signs or interfere with a trap, bait or carcass-management measure.

6.7 Biosecurity and protected species

If BugNix reasonably suspects a notifiable organism, unwanted organism, exotic pest or disease, or a protected species, we will comply with the Biosecurity Act 1993, Wildlife Act 1953 and applicable official controls. We may pause or limit the work, preserve relevant information or specimens where lawful, notify the Ministry for Primary Industries or another competent authority, and follow official directions. We will make a report where required by law. You agree to provide reasonable information and access required for that response. BugNix is not required to capture, move, treat or destroy an organism where doing so would be unlawful or require an authorisation outside the agreed service.

6.8 Rodents, wasps and inaccessible areas

Work may involve traps, bait stations or treatment in roof voids, subfloors and restricted areas. BugNix is not responsible for odour, insects or contamination caused by a pest dying or nesting in an inaccessible location unless

our failure to use reasonable care and skill caused or materially contributed to the loss. Active wasp nests, unsafe heights, confined spaces, asbestos risk and inaccessible cavities may require exclusion, specialist work or a revised quote.

6.9 Repairs and proofing

Unless expressly included, pest proofing, building repairs, removal of contaminated material and rectification of moisture, drainage, vegetation or sanitation issues are outside the service. Recommendations are not a building inspection or a guarantee that every entry point has been found.

7. Cancellations, rescheduling and access failure

7.1 Cancellation or rescheduling by you

You may cancel or reschedule by contacting BugNix. If less than 24 hours' notice is given, we may charge a reasonable amount for loss caused by the late change, including reserved time, non-recoverable travel or materials, capped at 50% of the booked service price. The charge will not exceed our reasonable loss, and we will take reasonable steps to reduce that loss. We may waive or reduce it where fair, including for genuine emergencies.

7.2 No access or site not ready

A charge assessed on the same basis may apply if we attend but cannot obtain access, cannot safely begin, or agreed preparation has not been completed. Any additional waiting or travel cost must have been disclosed where reasonably practicable and be reasonably incurred.

7.3 Cancellation by BugNix

We may reschedule or cancel because of illness, unsafe conditions, severe weather, equipment failure, legal or product restrictions, access problems or circumstances beyond reasonable control. We will offer a reasonable alternative date or refund any amount paid for services not supplied. This does not limit any additional right or remedy available under the CGA or other law.

7.4 Deposits

If a booking is cancelled, a deposit may be applied only to a lawful amount properly due under these Terms. Any balance will be refunded promptly using a reasonable payment method.

8. Fees and payment

8.1 Payment due

Payment is due on completion unless we agree different terms in writing. Approved commercial or account clients must pay within the period stated in the quote or invoice using an accepted payment method.

8.2 Payment-method charges

Any payment-method fee must be clearly disclosed before payment and comply with all applicable legal and payment-provider restrictions. No surcharge will be charged where prohibited.

8.3 Overdue amounts

If an amount remains unpaid after its due date, we may suspend future services and take reasonable recovery action. You must reimburse reasonable debt-recovery costs actually and lawfully incurred. Interest applies only where a written commercial account agreement states the rate and the charge is lawful. Ordinary invoice terms do not by themselves create a consumer credit contract; any regulated consumer-credit arrangement would require separate terms and disclosures.

8.4 Invoice disputes

Please notify us promptly if you dispute an invoice, explain the basis and pay any undisputed amount by the due date. This request does not limit consumer rights or prevent you from raising a genuine dispute later.

9. Service concerns and remedies

9.1 Cleaning concerns

Please report a carpet or upholstery concern within 48 hours where practicable, with photographs and reasonable access for inspection. Prompt notice helps distinguish service issues from later spills, use, weather or occupant activity. The 48-hour period is not a contractual time bar and does not shorten any right or remedy under the CGA, FTA or other law.

9.2 Pest-treatment concerns

Pest treatments may have an expected response period. Contact us promptly about an urgent safety issue, damaged or displaced equipment, or a result that is not achieved within the period described in the service report. Any written warranty or re-service period is additional to rights that cannot lawfully be excluded.

9.3 Inspection and remedy

Please give BugNix a reasonable opportunity to inspect and propose a remedy before arranging non-urgent third-party work. You need not delay urgent action reasonably required to protect health, safety or property. Where the CGA applies and a service fails a statutory guarantee, the remedies provided by the CGA apply, which may include requiring BugNix to remedy the failure within a reasonable time, having it remedied elsewhere in qualifying circumstances, cancellation for a substantial failure, and compensation for reasonably foreseeable loss as provided by law.

10. Health, safety and hazardous materials

10.1 BugNix safety duties

BugNix will comply with its applicable duties under the Health and Safety at Work Act 2015, the Health and Safety at Work (Hazardous Substances) Regulations 2017, the Hazardous Substances and New Organisms Act 1996 and other applicable safety and environmental laws. We will identify and manage reasonably foreseeable risks arising from our work so far as is reasonably practicable, including risks to workers, clients, occupants, visitors and other people who may be affected. Nothing in these Terms transfers, limits or excludes a health and safety duty that the law places on BugNix.

10.2 Hazardous-substance controls

Where applicable to the products, quantities, locations and work, BugNix will maintain required hazardous-substance inventories and current safety data sheets; ensure lawful labelling, packaging, storage, segregation, transport, disposal and spill controls; provide appropriate information, training, instruction, supervision and personal protective equipment; and use a certified handler, controlled-substance licence, tracking, signage, emergency response plan or compliance certification where legally required.

10.3 Shared duties and Client cooperation

You must disclose known site hazards and cooperate with reasonable controls, preparation, access restrictions and emergency instructions. Where you or another business controls the workplace or has overlapping health and safety duties, the relevant duty holders must, so far as reasonably practicable, consult, cooperate and coordinate activities. BugNix may establish exclusion zones, delay, vary or stop work where conditions are unsafe, required controls cannot be maintained, or continuing would breach an approval, label, licence, official direction or legal duty.

10.4 Excluded hazardous work

Unless expressly agreed and lawfully authorised, services exclude asbestos, needles, illicit-drug contamination, sewage, biological waste, unidentified hazardous-chemical contamination or remediation, unstable structures, significant mould remediation, confined-space entry and work requiring a licence or specialist outside the agreed scope.

11. Property, damage and liability

11.1 Reporting damage

Tell us as soon as reasonably practicable if you believe BugNix damaged property. Preserve the item and relevant evidence and allow a reasonable opportunity to inspect. You need not delay an urgent repair reasonably required to protect health, safety or property.

11.2 Non-excludable rights

Nothing in these Terms excludes, restricts or modifies any liability, guarantee, right or remedy where doing so would be unlawful, including under the CGA and FTA.

11.3 Clients acquiring services in trade

If both parties are in trade and the services are acquired in trade, the CGA is excluded only where the parties agree in writing and it is fair and reasonable that they be bound by that exclusion. Any contracting out of provisions of the FTA applies only to the extent expressly identified in a written commercial agreement, legally permitted, and fair and reasonable. A Client is not treated as acquiring services in trade merely because a business name or work address is used.

11.4 Limits for claims that may lawfully be limited

For a claim not protected by non-excludable law, BugNix is not liable for indirect or consequential loss, or loss of profit, revenue, data, opportunity or goodwill. To the maximum extent permitted by law, BugNix's total liability arising from a service is limited to the greater of the amount paid for that service and the reasonable direct cost of remedying proven physical damage caused by our breach or negligence. This limitation does not apply to fraud, wilful misconduct, death or personal injury caused by negligence, or any liability that cannot lawfully be limited.

11.5 Mitigation

Each party must take reasonable steps to prevent and minimise loss.

12. Privacy, service records and confidentiality

12.1 Information we collect and why

We may collect personal information reasonably necessary to provide and administer services, including contact and property details, booking history, communications, payment and invoice records, access instructions, service photographs, pest or cleaning observations, safety information and complaint records. We use it to quote, schedule, provide and document services; communicate with you; process payment; manage safety, quality, complaints and legal obligations; and recover lawful unpaid amounts.

12.2 How information is collected

Information may be collected from you, an authorised representative, property owner, tenant, property manager, referral partner, payment provider, publicly available source, or automatically through our website or booking systems. Where the Privacy Act 2020 requires notice after we collect information indirectly, we will take reasonable steps to notify the affected person unless an exception applies.

12.3 Use, disclosure, storage and retention

We may disclose information to personnel and contractors who need it to perform the service, technology and payment providers, professional advisers, insurers, debt-recovery providers, regulators or others where authorised or required by law. We will take reasonable safeguards against loss, misuse and unauthorised access or disclosure, retain information only for as long as reasonably required for the stated purposes or by law, and apply the Privacy Act's requirements to any disclosure outside New Zealand.

12.4 Access, correction and privacy contact

You may ask for access to, or correction of, personal information we hold about you by contacting the BugNix Privacy Officer at sales@bugnix.co.nz. We will respond in accordance with the Privacy Act 2020. If a privacy breach is notifiable, we will notify the Privacy Commissioner and affected people as required by law.

12.5 Service photographs and public use

We may take photographs or video reasonably required to record site condition, hazards, treatment locations, equipment placement and outcomes. We will not use an identifiable image of you or your property for public advertising, social media or promotional material without separate consent. Refusing promotional consent will not affect your service.

12.6 Confidentiality

Each party must take reasonable steps to protect non-public information received in connection with the service and may disclose it only where reasonably needed to perform or enforce the agreement, to professional advisers or insurers, with consent, or where authorised or required by law.

13. Electronic communications and marketing

13.1 Service communications

We may send quotes, confirmations, preparation instructions, reminders, service reports, invoices, safety notices and other messages reasonably connected with your booking. These operational messages are not an agreement to receive unrelated marketing.

13.2 Commercial electronic messages

We will send commercial electronic messages only where we have consent or another lawful basis. Marketing messages will identify BugNix, include a clear and functional way to unsubscribe where required, and comply with the Unsolicited Electronic Messages Act 2007. You may withdraw consent at any time; we will action a valid unsubscribe request within the legally required period. Unsubscribing from marketing does not prevent essential service communications.

14. Events beyond reasonable control

Neither party is liable for delay or failure caused by an event beyond reasonable control, to the extent the effect could not reasonably have been avoided or overcome. Payment remains due for services already supplied. We will communicate reasonably, resume performance when practicable, and offer an alternative date or refund for services not supplied. This section does not limit rights that cannot lawfully be excluded.

15. Complaints and disputes

Please contact BugNix promptly with relevant details so we can try to resolve a concern in good faith. If it remains unresolved, either party may propose mediation by mutual agreement. Nothing in these Terms requires a consumer to mediate, delays access to a statutory remedy, prevents urgent relief, or restricts use of the Disputes Tribunal, another eligible tribunal, a regulator or a court.

16. General

16.1 Governing law

These Terms are governed by New Zealand law, and New Zealand courts and tribunals have jurisdiction.

16.2 Entire agreement and representations

These Terms and the accepted quote or booking record the agreement for the service. A variation must be agreed in writing, including by email or another recorded electronic message, except for reasonable on-site scope changes approved by you. Nothing in this clause excludes liability for misleading or deceptive conduct, a false representation, or any other liability that cannot lawfully be excluded.

16.3 Changes to these Terms

The version accepted when a booking is confirmed applies to that booking. We may update Terms for future bookings, but a material change will not apply retrospectively to a confirmed booking without agreement unless required by law.

16.4 Severability and waiver

If a provision is invalid or unenforceable, it is modified or severed only to the minimum extent necessary, and the remaining provisions continue. A delay in enforcing a right is not a waiver.

16.5 Notices

Notices may be sent to the most recent email, mobile number or postal address supplied by the recipient. Routine booking communications may be sent electronically.

17. Acceptance and contact

By accepting a quote, confirming a booking, paying a deposit, providing access or allowing BugNix to start work, you acknowledge that you had a reasonable opportunity to read these Terms and agree to be bound by them.

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Property care, the BugNix way.