

Laundry Services Terms

This Agreement is made between:

Supplier: Quality Assured Launderers Limited, 14C Grayson Avenue, Papatoetoe, Auckland (“the Supplier”)

Client: Business/Company/Individual receiving services from Quality Assured Launderers Limited

Effective Date: These Terms are effective from 1 April 2024 and may be updated from time to time. The latest version will always be published on this webpage.

1. Services

The Supplier will provide laundry services to the Client, including:

- By arrangement, the Supplier will collect soiled items and deliver laundered items at agreed times and locations. Or by arrangement the Client can also deliver soiled items and collect laundered items from the Customer’s premises.
- Laundering, drying, finishing, and packaging of agreed items.
- Optional: Minor repairs such as buttons, zips, or hems where requested, or if agreed each item is assessed after being laundered and repairs are conducted automatically.

2. Service Standards

- The Supplier will process items in accordance with AS/NZS 4146:2000 Laundry Practice and applicable New Zealand laws.
- Items will be returned in a ‘clean’, hygienic, and serviceable condition, meaning they are processed to minimise microbial contamination and are suitable for safe re-use.
Note/ Garment repair is available by arrangement.
- The Client acknowledges that depending on the degree and nature of soiling, it may not always be possible to completely remove all stains, odors, or residues of ‘heavily soiled’ items, despite following best-practice commercial laundering methods.

3. Client Responsibilities

- The Client accepts and agrees to follow the *Preparation and Storage guidelines* provided by the Supplier as part of the Laundry Services Agreement – Appendix A attached.

-The Client agrees to provide the Supplier with information regarding soiling and potential hazardous substances on items via the Health & Safety of Soiled Garments/Items document – Appendix B attached.

-The Client warrants that any items sent for laundering are suitable for laundering in a commercial laundry setting, where commercial chemicals and high temperatures for washing and drying are utilized in commercial washers/dryers.

4. Pricing and Payment

- Invoices are issued monthly.
- Payment is due within 20 days of invoice date, unless other agreements have been made in writing.
- The Supplier may suspend services for overdue accounts.
- There is a minimum service charge of \$25.

5. Collection & Delivery

- Collection and delivery will occur on the agreed schedule. The Supplier reserves the right to adjust this schedule if the number of wash sizes decreases or if other scheduling requirements arise. Any changes will be communicated to the Client in advance via email.
- The Client is responsible for ensuring items are ready for collection.
- Risk of loss passes to the Supplier when items are collected, and back to the Client upon delivery.

6. Garment Recording, Verification and Labelling

Upon collection, the Supplier's delivery driver will deliver the Customer's laundry bags to the Supplier's premises. The Supplier's inwards goods staff will record the types and quantities of items received in the Supplier's wash docket record. This wash docket shall constitute the official record of items received by the Supplier from the Customer.

If the Customer wishes to maintain its own count, the Customer must prepare and provide a dispatch note to be available at the time of collection, setting out the types and quantities of items dispatched. The Supplier will check the dispatch note against the items received and notify the Customer of any discrepancies.

In the absence of a Customer-provided dispatch note, the Supplier's wash docket record shall be final and binding as to the items received. The Supplier shall not be liable for any alleged shortages, discrepancies, or losses in relation to items collected from the Customer where no dispatch note was provided, or where the Supplier has recorded the items in good faith in its wash docket.

Labelling of Customer's Own Gear (COG) Items (such as cog towels, cog handtowels, cog tea towels, etc)

1. All items provided to the Supplier for laundering must be clearly labelled to ensure accurate identification and return.
2. The minimum labelling standard is a discreet marking of the Customer's initials using a permanent marker to the item once it has been washed.
 - The Customer may apply this themselves prior to collection, or
 - Any unmarked items (not cog garments) will be labelled in this way by the Supplier's staff once the items have been washed.
3. Alternatively, the Customer may request that small heat-pressed labels be applied to the item. These will be supplied and applied by the Supplier at the Customer's expense.
4. All cog garments, once washed, that are not already labelled are automatically labelled by QAL staff with a small heat-pressed label either under the collar or in the waist band, at the Supplier's expense.
5. The Customer acknowledges that due to the large number of items processed by the Supplier, it is not possible for the Supplier's staff to reliably track individual unlabelled items. The Supplier will not be liable for any loss, mix-up, or misidentification of items that are not appropriately labelled in accordance with this clause.
6. Any items received in the Customer's collected laundry bag must be washed and labelled by the Supplier before being returned due to health and safety requirements. This also applies to garments that may have been inadvertently placed in the laundry by mistake.

6. Loss and Damage

- The Supplier will take all reasonable care of Client items.
- Liability for lost or damaged items is limited to the reasonable value of the garment, reflecting its age and condition at the time of loss, up to \$100 per item.
- The Supplier is not liable for:
 - Pre-existing damage, pre-existing damaged that is exacerbated by laundering, excessive wear, or inherent defects in garments.
 - Items that are incorrectly labelled, misidentified, or unsuitable for commercial machine processing.
 - Any loss or damage arising from objects left in pockets or attached to garments by the Client.

In no event will the Supplier be liable for:

- Consequential or indirect losses (e.g., business interruption, loss of profits);
- Losses arising from delays in collection/delivery outside the Supplier's control;
- Items that shrink, fade, have labels or other parts (such as hi-vis strips) lift off, or change colour as a result of normal laundering processes, provided best-practice methods were used.

7. Health & Safety

- Both parties will comply with all applicable WorkSafe NZ and Health & Safety laws.
- The Client must ensure safe access to its premises for Supplier staff/drivers.
- The Client is to fill in the QAL Driver Induction form (Appendix D attached) and provide any relevant site-specific inductions that may be required.

8. Term and Termination

- This Agreement commences on the Effective Date and continues indefinitely unless terminated.
- Either party may terminate in full or cancel part of a service with 30 days' written notice.
- Immediate termination is permitted for serious breach or insolvency.

9. Insurance

- The Supplier will maintain appropriate public liability and business insurance.
- The Client is responsible for insuring valuable or irreplaceable items.

10. Dispute Resolution

- The parties will first attempt to resolve disputes by good-faith negotiation.
- If unresolved, disputes will be referred to mediation in Auckland, New Zealand.

11. General

- **Governing Law:** This Agreement is governed by and construed in accordance with the laws of New Zealand. Both parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- **Force Majeure:** Neither party will be held liable for any failure or delay in performance of their obligations under this Agreement where such failure or delay is caused by circumstances beyond their reasonable control. Examples include (but are not limited to):
 - Natural disasters (floods, earthquakes, storms, fire, etc.);
 - Loss of essential services (electricity, gas, water, telecommunications, internet, wash chemical supply);
 - Accidents or industrial incidents (e.g. equipment breakdown, site damage);
 - Strikes, lockouts, labour disputes, or supply chain disruptions;
 - Government actions, regulatory changes, or compliance requirements;
 - Pandemics, epidemics, or other public health emergencies;
 - Transportation interruptions or fuel shortages.

The affected party must notify the other party as soon as reasonably practicable and take reasonable steps to resume performance when possible.

- **Notices:** Any notices or other formal communications required under this Agreement must be in writing and delivered to the addresses of the parties set out above (or to any alternative address notified in writing). Notices may be delivered by hand, courier, registered mail, or by email (with confirmation of receipt).
- **Entire Agreement:** This Agreement (including any schedules and appendixes) represents the entire understanding between the parties and supersedes all prior negotiations, communications, or agreements, whether written or oral, relating to the subject matter.
- **Amendments:** No variation or amendment to this Agreement is valid unless made in writing and signed by both parties.
- **Waiver:** Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of that provision or of any right to enforce it later.

12. Confidentiality

Both parties agree to keep confidential any business information, pricing, or operational details shared during the term of this Agreement, except where disclosure is required by law.

13. Environmental & Sustainability Obligations

The Supplier follows best-practice sustainability measures, including water/energy-efficient laundering, safe chemical handling, and waste minimisation. The Client agrees to return reusable bags/containers/bag stands provided and owned by the Supplier.

14. Subcontracting

The Supplier may subcontract parts of the service but remains responsible for overall service delivery under this Agreement.

15. Hire Garments and Items

15.1 Ownership

All garments and items supplied by the Supplier under this Agreement remain the property of the Supplier at all times. The Client acknowledges that the provision of such garments and items is a hire arrangement only.

15.2 Return of Hired Items

Upon termination of this Agreement, hired garments are to be returned to the Supplier unless other arrangements are agreed in writing.

In some cases, garments may have a remaining value based on their service life (Residual Value, as defined below). This value is only applied where garments are lost, damaged beyond repair, or returned significantly earlier than expected (including but not limited to a staff member resigning or the cancellation of the hire agreement).

15.3 Hire Charges

(a) Agreed upon hire charges for garments cover the supply, care, and servicing of each garment throughout its normal service life.

(b) In the rare event that a garment cannot continue in service before the end of its expected life — for example, due to loss or irreparable damage — the Client may be charged the remaining Residual Value in accordance with Clause 15.2.

15.4 Repairs

(a) Normal wear and tear, such as small holes, minor rips, or standard fabric thinning, will be repaired at the Supplier's cost.

(b) Where damage occurs through misuse, neglect, or heavy use (including but not limited to large rips, broken zips, burns, or staining), the Supplier may charge the reasonable cost of repair or replacement to the Client.

15.5 Washroom and Kitchen Items

- (a) Items such as towels, hand towels, and tea towels must be made available for collection at each scheduled service.
- (b) Any items that are missing or not returned at the end of the month will be charged to the Client at replacement cost.

15.6 Liability

The Supplier's liability in respect of hired garments and items is limited to the repair or replacement of the specific garment or item concerned. The Supplier is not liable for any indirect or consequential loss, including (without limitation) loss of profits, business interruption, or reputational damage arising from damaged, missing, or delayed garments or items.

15. Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that the Supplier may assign to a successor entity in the case of a merger or business transfer.

16. Customer Contact Details and Communication

It is the Customer's responsibility to ensure that Quality Assured Launderers Limited has been provided with accurate and current contact details, including email addresses to which the Customer wishes to receive communications. Any correspondence sent by Quality Assured Launderers Limited to email addresses supplied by the Customer will be deemed to have been received by the Customer.

Acceptance of Terms

By continuing to use the laundry services provided by Quality Assured Launderers Limited, the Client acknowledges and agrees to be bound by these Terms and Conditions. These Terms apply from the Effective Date published above (or as otherwise notified) and remain in force unless amended in writing.

Definitions

Definition of “Clean”

For the purposes of this Contract, “Clean” means that a garment has been processed through an appropriate commercial laundering cycle in accordance with the garment manufacturer’s laundering instructions (if provided to the Supplier) and/or any wash and drying programs agreed in writing between the parties and/or in compliance with AS/NZS 4146:2000 Laundry Practice Standards . A garment shall be deemed Clean when the Supplier has applied such processes in line with industry best practice, regardless of whether all stains, odors, or discoloration are fully removed.

Definition of “Heavily Soiled Items”

“Heavily Soiled” refers to garments that contain significant accumulations of dirt, grease, oil, chemical residues, or other contaminants (often commonly associated with engineering or food industry work). Where such soiling requires additional wash cycles, chemicals, or treatments beyond the standard process, additional fees may be charged to the Client. The Supplier makes no guarantee that all soiling, staining, or odor can be fully removed, and residual marks or smells do not mean the garment is not Clean as defined above.

Definition of “Residual Value”

“Residual Value” means the remaining value of a hired garment at the time of termination, loss, or return, based on its expected service life compared with its actual period of use. It reflects the portion of value that remains if a garment cannot continue in service for its normal term. Residual Value only applies where a garment is lost, damaged beyond repair, or returned before the end of its expected service life. In most cases, where garments are used for their normal duration, no Residual Value applies.

Appendix A



Customer Laundry Preparation

To help us keep your garments safe, our staff protected, and our hygiene standards high, we kindly ask that you follow the simple steps below before sending items to us. *It is the customer's responsibility to ensure that any items provided for laundering are suitable for processing in a commercial laundry environment, including exposure to high wash and drying temperatures and the use of industrial-grade equipment and detergents.*

1. Empty All Pockets & Remove Loose Items and Accessories

Before placing garments into laundry bags, please ensure all pockets etc are inspected and any items are removed.

Why This Matters

- Items left in garments can cause damage to your clothing, laundry equipment, and pose safety risks to staff.
- We do inspect incoming garments and will return any identifiable items of value when found.
- However, we cannot accept liability for:
 - Items lost or damaged in the wash
 - Damage caused by such items to laundered garments (e.g., ink leakage from pens)

2. Use Approved Laundry Bags

- Place soiled laundry in designated laundry bags provided by our service.
- If an item is soiled with blood or other bodily fluids, or other fluids that could leak and further contaminate other linen, the item will need to be placed in closed plastic bag and then placed in the laundry bag before our collection. We will then double bag the laundry bag in an impermeable bag for transport.

- Please advise if you suspect your garments are contaminated with a substance, we should be aware of prior to our handling the items – 09 2783030.

Why this Matters

- Placing soiled laundry in the designated bags provided by our service helps ensure safe handling, prevents cross-contamination, and allows for efficient processing tailored to your garment type and hygiene needs. All our laundry bags are washable enabling us to clean and sterilise them.
- We value our staff, and their health and safety is important to us, please work with us to let us know if your items have been in contact with a hazardous contaminate, we should be aware of.

3. Report Garments Requiring Repairs

- Attach to the garment a note or our repair/alteration form to garments requiring mending/alteration. We have repair note pads available on request.



Repair / Alteration Form

Customer Name: _____

Wearers Name: _____

Date: _____

Repair is for: ☐ Overall ☐ DustCoat ☐ Jacket ☐ Pants ☐ Shirt ☐ Other

Please describe the repair: _____

If an alteration is required please describe: _____

Please mark the repairs/alterations to be made on the illustration

- ☐ Button
- ☐ Dome
- ☐ Zip
- ☐ Hole
- ☐ Patch
- ☐ Seam
- ☐ Cuff
- ☐ Collar
- ☐ Sleeve
- ☐ Trouser Leg
- ☐ Pocket



Please ensure you have management approval for requesting repairs and

4. Storage of Soiled and Clean Laundry at Your Site

To maintain hygiene standards and reduce the risk of fire or contamination, please review the guidelines below when storing laundry before and after collection.

1. Segregate Dirty and Clean Laundry

- Always store clean and soiled items separately.
- Never return soiled laundry to areas used for clean linen or garments.

2. Use Breathable Containers for Soiled Laundry

- Soiled items should be stored in ventilated bins or laundry bags that:
 - Are easily cleanable (we wash and sterilise all laundry bags)
- Avoid sealed plastic containers that trap moisture and encourage microbial growth.

3. Keep Laundry Away from Heat or Ignition Sources

- Do not store soiled garments near:
 - Heat-producing equipment
 - Electrical panels or outlets
 - Open flames or ignition sources (e.g. kitchens, welding bays)
 - Oxidising agents
- Oily or solvent and/or oxidising agent -contaminated fabrics (e.g. from food prep - or engineering) may self-ignite if stored improperly.

4. Cool, Dry, and Well-Ventilated Storage Areas

- Store both clean and soiled laundry in dry, cool, and ventilated spaces. These spaces need to be assessed as 'safe storage spaces'.
- Avoid confined or warm areas that promote bacterial growth or spontaneous combustion.

5. Clean Laundry Storage

- Clean items delivered by our team are hygienically sealed or bagged.
- Unpack items when they are delivered on site.
- Do not store clean laundry in areas where contamination (from dust, aerosols, or touch) could occur.

5. Further information for customers whose laundry is soiled with flammable contaminants.

Common flammable contaminants include:

- Cooking oils (canola, sunflower, olive, peanut)
- Linseed and other drying oils
- Massage and spa oils
- Motor oils, greases, fuels
- Paint thinners, solvents, and adhesives
- Aerosol propellants or residues from spray applications
- Wax or polish residues used in commercial or industrial environments

Safe Storage on Customer Site of Soiled Flammable-Contaminated Laundry

1. Use Approved Fire-Resistant Containers

- Soiled garments contaminated with flammable substances should be stored in metal containers with self-closing lids. This minimizes the risk of spontaneous combustion.
- Avoid plastic bags or sealed plastic bins, as they can trap heat and vapours, increasing fire risk.

2. Ensure Adequate Ventilation

- Store soiled items in well-ventilated areas to prevent the accumulation of flammable vapours.
- Do not store contaminated laundry in confined or poorly ventilated spaces, as this can lead to vapor buildup and potential ignition.

3. Keep Away from Ignition Sources

- Store contaminated laundry away from heat sources, open flames, oxidising agents or electrical equipment.
- Designate specific storage areas for flammable-contaminated items, clearly marked and isolated from other operations.

Important Care for Laundered Items Previously Contaminated with Flammable Materials at the Laundry and at the Customers Site

1. Cool Down Before Packing at the Laundry

- At the Laundry we ensure that freshly laundered items are completely cooled before folding or stacking. Our laundry operates an extended dryer

cool down cycle which exceeds the Electrolux NZ Ltd minimum recommendations.

Reason:

We do this as residual heat can contribute to spontaneous combustion, especially in items previously contaminated with oils or solvents.

We also avoid folding items until they are completely cool to prevent heat buildup that could lead to spontaneous combustion, especially in fabrics previously exposed to oils or solvents.

- 2. Customers should carefully consider where they store items that have been previously contaminated with flammable substances
- Unpack items straight away to your designated 'safe' storage area when they are delivered to your site.
- Do not store laundered garments that were previously contaminated with flammable substances near:
 - Heat-producing equipment
 - Electrical panels or outlets
 - Open flames or ignition sources (e.g., kitchens, welding bays)

Reason:

Even after laundering, fabrics contaminated with oils, solvents, or oxidising agents—such as those used in food preparation or engineering—may still pose a risk of spontaneous combustion if stored improperly. This is because the washing process, although thorough and compliant with best practice, may not completely remove all residues of oil or fat. Any remaining residues can oxidise over time, producing heat through a chemical reaction. If this heat is unable to dissipate—particularly when items are tightly packed, stored in warm or humid environments, or placed in confined spaces—the temperature of the fabric can gradually rise to its ignition point, resulting in spontaneous combustion. Proper storage and handling of these items after laundering is therefore critical to reducing this risk.

Additional Recommendations

- Training: Ensure that all staff handling laundry are trained in the risks associated with flammable-contaminated items and understand proper storage procedures.
- Emergency Preparedness: Equip storage areas with appropriate fire suppression equipment and ensure easy access in case of emergencies.
- Compliance: Regularly review and comply with local regulations and standards, such as those outlined by WorkSafe New Zealand, regarding the storage and handling of hazardous materials.

Important Reminder

Fires can be caused by improper storage of:

- Soiled items contaminated with flammable substances
- Laundered items that have been previously contaminated with flammable substances

It is your responsibility to:

- Inform staff of fire risks
- Use suitable storage solutions
- Follow hygiene and safety best practices

Spontaneous Combustion Risk

We draw your attention to the real risk of spontaneous combustion in fabrics that have been contaminated with oils or solvents—even after laundering. This risk is significantly increased by:

- Warm, damp, or unventilated storage conditions
- Proximity to heat sources

Despite following strict hygiene and safety standards, laundering may not remove 100% of oils or fats. If residual oils remain, oxidation may occur, leading to heat build-up and potential ignition of the fabric.

Disclaimer

Quality Assured Launderers Limited follows best practices in line with AS/NZS 4146:2000 for the laundering of garments contaminated with flammable substances. This includes extended dryer cool-down cycles, thorough inspections, and hygienic processing.

However, we cannot accept responsibility for any fires or incidents of spontaneous combustion that occur at your site. Customers are responsible for ensuring that storage practices at their premises are safe, compliant, and suitable for the nature/usage of their garments. Quality Assured Launderers Limited does not accept responsibility for any items once they have been delivered to a customer's premises – this is our terms of service.

Acceptance of Terms

By continuing to use the laundry services provided by Quality Assured Launderers Limited, the Client acknowledges and agrees to be bound by these Terms and Conditions. These Terms apply from the Effective Date published above (or as otherwise notified) and remain in force unless amended in writing.

Appendix B

HSF100 – Quality Assured Launderers Limited

Off-Site Health and Safety Soiled Garments & Items

For Health and Safety & laundering purposes we ask that you kindly supply us with information as to what the items you require laundering, have the potential to be soiled with, also any special requirements your site may have.

- **Date:**
- **Company Name:**
- **Company Representative:**
- **Type of industry and purpose the garments will be used for:**
- **Please tick if any of the following contaminates could be on the soiled laundry from your site:**

☐ Bodily Fluid / Bodily Waste (Please detail)

☐ Medical Waste (Please detail)

☐ Chemicals (Please list)

☐ Organic oils

☐ Other potential hazardous contaminants (Please list)

- **Description of what the laundry items are likely to be soiled with if none of the above listed items apply:**

- **Please supply any special washing instructions/conditions your site requires:**

Appendix D

HSF98 – Quality Assured Launderers Limited

Off-Site Health and Safety INDUCTION for Delivery Drivers

Could you please provide us with health and safety induction information & delivery collection information for our drivers that is relevant to your site.

Client Name:

Date:

Emergency Procedures:

Special instructions regarding hazards on the site:

Procedure for reporting hazards:

Procedure for reporting accidents:

Site's Health and Safety Policy:

Collection/ Delivery locations at your site: