

Terms of Trade

Western Bay Plumbing Ltd

7307939

The following constitute the terms and conditions between us, Western Bay Plumbing Ltd and you, the client.

1. Price

Where a quotation has been given for work to be performed; that quote remains valid for 30 days. Your acceptance of our quotation must be confirmed in writing prior to commencement of work. We may withdraw that quotation any time before acceptance.

The following rates shall apply where work is to be charged on the basis of time and materials (charge-up basis).

Minimum charge \$84+GST (includes travel time, travel cost & first hour at job)

Additional labour \$69+GST per hour (calculated to the nearest quarter hour)

Gasfitting labour \$71+GST per hour (calculated to the nearest quarter hour)

Travel beyond 30 km of Te Puke Township \$0.90 per km on top of Minimum Charge

2. Payment

We accept direct credit, cash, cheque.

Payment of the claimed amount is due and payable to you within 7 days following invoice. Where any quotation exceeds \$5,000 a deposit of 30% of the total is required prior to work commencing. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments, covering work done and costs incurred up to the date of the invoice. If you disagree for any reason with the claimed amount, you will respond in writing before the payment is due. When arranged in advance, payments may be made on the 20th of the month following invoice.

Overdue payments shall attract interest in addition to the original invoiced amount at 2.5% compound per 30 days or part thereof upon so much of the original amount as remains due until full payment is made.

The client shall pay or reimburse all costs and expenses incurred by Western Bay Plumbing Ltd in instructing a Solicitor or Debt collection Agency to recover any amount overdue for payment.

3. Disputes

If any dispute or difference arises in connection with work done or payments claimed by us, or any other matter pertaining to business between us & you, we or you shall refer the dispute to adjudication in terms of Part 3 of the Construction Contract Act 2003 (CCA).

4. Consent

You are responsible for obtaining any consents or other authority necessary for the work, and will provide that to us on request. Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent at your expense.

5. Warranty

We guarantee that we will remedy any defective workmanship and replace any faulty material that is reported to us in writing within 90 days of completion of the contract. This performance guarantee does not extend to any goods or materials supplied by you. In the case of work covered by the Consumer Guarantees Act 1993, this warranty is in addition to any rights you may have under the Act.

6. Variations

Once our quotation has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing.

7. Plans & Specifications

We shall be entitled to rely on the accuracy of and not be obliged to check any plans specifications and other information supplied by you. We shall bear no responsibility for any goods supplied in compliance with those plans & specifications.

8. Ownership

- (a) Legal ownership in all goods is retained by Western Bay Plumbing Ltd until full payment has been received.
- (b) The legal client will be responsible for risk of any loss or damage to the goods whensoever and howsoever caused following delivery notwithstanding that title to the goods may not have been passed to the client.
- (c) If any payment is overdue in whole or part, Western Bay Plumbing Ltd may (without prejudice to its other rights) recover or sell any goods supplied by us to the client and without further notice may enter upon the Clients premises (including leased premises), whether itself or by its agents in order to take possession of any and remove such goods.
- (d) The client will indemnify Western Bay Plumbing Ltd or it's employees or agent against any loss or damage to third parties in or arising from the repossession of the goods.

9. Privacy Act

You authorize us to use information collected from you and to collect information from third parties for purposes relation to performance under this agreement.

10. Amendment

Western Bay Plumbing Ltd may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by Western Bay Plumbing Ltd to the Customer by bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the office of Western Bay Plumbing Ltd.