

DYNAMIC PLUMBING WORKS - Terms and Conditions of Trade

The following constitute the terms and conditions of business between us, the Supplier of goods and services, and you, the client:

- Price** - Where a quotation has been given for work to be performed, that quotation remains valid for 20 working days. Your acceptance of our quotation/offer must be confirmed in writing or in the form of acceptance through our job management system Fergus, prior to commencement of work. We may withdraw that quotation at any time before acceptance. The quotation is based on costs and charges ruling at the date of quotation. Any changes in costs arising from sources beyond our control (for example, changes in prices charged by suppliers to us, or in government charges) shall be to your account. Where there is work to be done that is outside of the agreed quotation, it will be done on a Charge Up basis and the standard charge out rates will apply.
- Payment** - Payment of the claimed amount is due in full and payable upon receiving of the invoice (residential customers), 14 days after receiving of the invoice (Property Managers) and 20th of the following month (commercial customers) after receiving our invoice. (Your invoice will state the due date in the right hand corner). 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 to us in writing before the payment is due. Overdue payments shall attract interest at an annual rate of 5% calculated daily, and any expenses incurred by us in recovering this debt shall be added to your account.
- 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 and you, we or you shall refer the dispute to adjudication in terms of Part 3 of the Construction Contracts Act 2003 (CCA), or to the Master Plumbers Association of which we are a member for settlement through that Association's Disputes Procedure. For the purposes of s.33(1)(c) of the CCA, the Master Plumbers Association shall be the nominating body.
- Ownership** - Any goods and materials supplied by us shall remain our property until paid for in full and while any money is due to us. If any money remains unpaid or you are in breach of any obligation to us, we or our agents are authorised by you to enter your premises to recover and resell any or all of those goods and materials. We may require you to facilitate registration of a Financing Statement under the Personal Property Securities Act 1999 to give us a Perfected Security in any goods supplied.
- Risk** - All goods and materials are at your risk while on your premises or premises under your control. Any loss arising from theft, destruction or damage from whatever cause shall be borne by you.
- Installation** - You shall give us access to the site and provide proper facilities for carrying out the work including use of any existing goods or passenger lifts, cranes, hoists and builder's scaffolding. Unless specified otherwise, the contract does not include any structural or other alteration to any part of the building. Access and facilities shall be provided within a reasonable time after acceptance of this contract or at a date notified by you and agreed on by us in writing. You shall inform us of any hazards in the workplace to which we may be exposed in working on your premises.
- Time to completion** - We will complete the work within a reasonable time and will endeavour to meet any target date you make known to us. Should it be necessary to work outside ordinary working hours to meet your completion target or due to any other circumstances outside our control, you shall be liable for any extra cost incurred.
- Consents** - You are responsible for obtaining any consent 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 and at your expense.
- 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.
- Strikes, etc** - We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, accidents, fire, failure of manufacturers to deliver and any other events beyond our reasonable control.
- Variations** - Once our quotation/offer has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing.

12. **Plans and specifications** - We shall be entitled to rely on the accuracy of and shall 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 and specifications.
13. **Privacy Act** - You authorise us to use information collected from you and to collect information from third parties for purposes relating to performance under this agreement.