

BRIERLY PLUMBING & GAS SERVICES Ltd

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.

1. Price Where a quotation has been given for the work to be performed, that quotation remains valid for 30 working days. Your acceptance of our quotation/offer must be confirmed in writing 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. The following rates shall apply where work is to be charged on the basis of time and materials (charge-up basis), and for the purpose of calculating any variation to quoted work:

Labour	\$85.00 per hour
Materials	trade price plus 15%
Vehicle charges	\$35.00

2. Payment Payment of the claimed amount is due and payable by you 7 working days after receipt of our invoice. 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 15% calculated daily, and any expense incurred by us in recovering this debit shall be added to your account.

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 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 Associations Dispute Procedure. For the purposes of s.33(1)(c) of the CCA, the Master Plumbers Association shall be the nominating body.

4. 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.

5. 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.

6. 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.

7. Time to complete We will complete the work within a reasonable time and will endeavor to meet any target date you make know 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 should be liable for any extra cost incurred.

8. 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.

9. Warranty We guarantee that we will remedy any defective workmanship and replace any fault material that is reported to us in writing with 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.

10. Strikes, etc We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, accidents, fire, failure or manufactures to deliver and any other events beyond our reasonable control.

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

12. Plans and specifications We shall be entitled to rely in 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 purpose relating to performance under this agreement.