

## **Terms and Conditions of Trade.**

### **No one likes the small print.**

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you, the homeowner.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **PLUMB FIRST LTD** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions please contact us on our 0800 75 86 21 or email us at [info@plumbfirst.co.nz](mailto:info@plumbfirst.co.nz) . If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

**You can contact us the following ways:**

<b>Office Number</b>	0800 75 86 21
<b>Mobile Number</b>	021 786 706
<b>Text</b>	021 786 706
<b>Email</b>	info@plumbfirst.co.nz
<b>Facebook</b>	<a href="https://www.facebook.com/PlumbfirstNZ">https://www.facebook.com/PlumbfirstNZ</a>

**Our Charges**

<b>Description</b>	<b>Charge</b>
<b>Technician-Tradesperson</b>	\$80.00
<b>Apprentice</b>	\$65.00
<b>Labourer</b>	\$45.00
<b>Vehicle Service Charge</b>	\$25.00
<b>Call Out Fee</b>	\$0.00
<b>After Hours Call Out Fee</b>	\$200.00
<b>Cancellation Fee</b>	\$80.00
<b>Overdue Invoice Charge</b>	\$0.00
<b>Monthly Compounding Interest Charge</b>	2.50%

**After Hours Call Out Fee**

We define our normal hours of business from 7.00am-5.00pm Monday to Friday. Work done outside of these hours is subject to an after-hours call out fee.

## **Call Out Fee**

A call out fee is a one-off charge. We have to cover the cost of the administration for your job.

## **Vehicle Service Fee**

This charge is used to cover the cost of running the vehicles.

## **Parking Permits/Tolls/Paid Parking**

If in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.

## **Additional Travel to the Job Site**

We allow up to 30 minutes travel time to your site. This cost is covered in the call-out fee. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

## **Additional Travel Back to Office/Workshop**

In some circumstances, if your property is located outside of normal travel routes, you may be charged for the time it takes for the tradespeople to travel back to the office/workshop. If it is more than 30 minutes, you may be charged for the extra time it takes the tradespeople to reach their destination. We as a firm, believe that it is good practice to pay the tradespeople when they are travelling for more than 30 minutes. The exception to this is normal travel to and from home in peak motorway traffic. This condition usually applies to work outside of the city.

## **After Hours Work**

If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates.

## **Cancellations/Rescheduling Appointments**

- We are always happy to reschedule an appointment free of charge.
- If you need to cancel your appointment, please provide us with at least 24 hours notice.
- A cancellation fee may apply to appointments that are not cancelled within 24 hours of your appointment.

## **Payment**

- For call-out jobs and emergency jobs, payment is due when the work is complete, unless we have made other arrangements. If you have been sent an invoice, payment is due as per the payment date on the invoice.
- Once your job is complete, you will be sent a final invoice by email.
- Please let us know before work commences if you would prefer an invoice to be mailed to you, as our default communication is email.

## **Deposits**

- Some jobs will require a deposit before work commences
- If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely, if payment is late or delayed.

## **Progress Invoices**

- Progress invoices are claims for work done on site, before the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.
- As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.
- If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.
- We reserve the right to stop work if progress payments have not been made.

## Discounts

- Discounts applied to your account are administered at our discretion.
- Discounts may be revoked and the full amount may be charged to you if an invoice remains unpaid for more than **20 days** or any other agreed date.

## Disputed Invoices

- If you need to discuss any aspect of payment, please contact us immediately.
- If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.

## Unpaid Accounts

1. If payment remains outstanding for over **20 days** from the invoice due date a late fee of **\$100** may be added to your account at our discretion.
2. We reserve the right to charge 2.5% compounding interest on a monthly basis for overdue accounts.
3. Debt Collection costs may be added to invoices that remain outstanding for over **20 days** from the due date.

## 1. DEFINITIONS

1.1 "Plumb First Ltd" shall mean Plumb First Ltd trading as Plumb First Ltd, or any agents or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person contracting products from Plumb First Ltd.

1.3 "Products" shall mean all products, services, materials and advice provided by Plumb First Ltd to the Customer including without limitation the manufacture, organisation, supply and installation of wardrobe and storage shelving, sliding doors and all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of products by Plumb First Ltd to the Customer.

1.4 "Price" shall mean the cost of the products as agreed between Plumb First Ltd and the Customer subject to clause 4 of this contract.

## 2. ACCEPTANCE

2.1 Any instructions received by Plumb First Ltd from the Customer for the supply of products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

2.2 Where more than one Customer has entered into this agreement the Customers shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these Terms and Conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of Plumb First Ltd.

## 3. PRICE

3.1 Where no price is stated in writing or agreed to orally the products shall be deemed to be sold at the current amount as such products are sold by Plumb First Ltd at the time of the contract.

3.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the products that is beyond the control of Plumb First Ltd between the date of the contract and delivery of the products.

3.3 A deposit of 50% may be required prior to delivery of any Products to the Customer.

## 4. PAYMENT

4.1 Payment for products shall be made in full on the completion of the invoice for approved Customers ("the due date").

4.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

4.3 Any expenses, disbursements and legal costs incurred by Plumb First Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

4.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

4.5 Without prejudice to Plumb First Ltd, Plumb First Ltd shall be entitled to cancel all or any part of any supply agreement with the Customer which remains unfilled and all amounts owing to Plumb First Ltd shall become immediately payable in the event that:

(a) any money payable to Plumb First Ltd becomes overdue of payment, or in Plumb First Ltd opinion the Customer will be unable to meet its payment obligations as they become due; or

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, liquidator, manager (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

## 5. QUOTATION

5.1 Where a quotation is given by Plumb First Ltd for products:

5.1.1 The quotation shall be valid for thirty (30) days from the date of issue; and

5.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.

## 6. RISK

6.1 The products remain at Plumb First Ltd risk until the products are installed or in the event of delivery, when the products leave Plumb First Ltd premises.

6.2 Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

6.3 The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the

insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

## 7. AGENCY

7.1 The Customer authorises Plumb First Ltd to contract either as principal or agent for the provision of products that are the matter of this contract.

7.2 Where Plumb First Ltd enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

## 8. TITLE

8.1 If the products are ascertained and in a deliverable state, title in the products passes to the Customer when the Customer has made payment for all products supplied by Plumb First Ltd.

8.2 Where the Customer has not paid for any products in its possession, property in such products shall remain with Plumb First Ltd and:

The products shall be held by the Customer as bailee; and

8.2.2 If the products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the products shall remain with Plumb First Ltd until the Customer has made payment for all products, and where those products are mixed with other property so as to be part of or a constituent of any new products, title to these new products shall be deemed to be assigned to Plumb First Ltd as security for the full satisfaction by the Customer of the full amount owing between Plumb First Ltd and Customer.

The Customer gives irrevocable authority to PLUMB FIRST LTD to enter any premises occupied by the Customer, at any reasonable time, to remove any products not paid for in full by the Customer. Plumb First Ltd shall not be liable for costs, damages or expenses or any other losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.



## 9. Enforcement and PPSA

9.1 The Customer irrevocably gives PLUMB FIRST LTD and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if PLUMB FIRST LTD has cause to exercise any rights it has under section 109 of the PPSA.

9.2 The Customer indemnifies PLUMB FIRST LTD for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

9.3 The Customer waives its right under the PPSA to receive any verification statement from PLUMB FIRST LTD.

9.4 The Customer shall immediately notify PLUMB FIRST LTD in the event that the Customer changes its name.

## 10. DISPUTES OR DEFECTS

10.1 The Customer shall inspect the Products provided by PLUMB FIRST LTD and shall within fourteen (14) days of installation (time being of the essence) notify PLUMB FIRST LTD of any alleged defect, damage or failure to comply with the description or quote. The Customer shall give PLUMB FIRST LTD an opportunity to inspect the Products supplied within a reasonable time if the Customer believes the Products provided are defective in any way. If the Customer fails to comply with these provisions the Products provided shall be presumed to be free from any defect. For defective, damaged or incorrectly supplied Products, PLUMB FIRST LTD liability is limited to the replacement of the defective or incorrectly supplied Products.

## 11 LIABILITY

11.1 The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair-Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon PLUMB FIRST LTD which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on PLUMB FIRST LTD, PLUMB FIRST LTD liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

11.2 Except as otherwise provided by clause 11.1 PLUMB FIRST LTD shall not be liable for:

11.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from products provided by PLUMB FIRST LTD to the Customer; and

11.2.3 The Customer shall indemnify PLUMB FIRST LTD against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of PLUMB FIRST LTD or otherwise, brought by any person in connection with any matter, act, omission, or error by PLUMB FIRST LTD its agents or employees in connection with the products.

## 12. Representations, Warranties, Terms and Conditions

12.1 To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between PLUMB FIRST LTD and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by PLUMB FIRST LTD to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

12.2 If PLUMB FIRST LTD shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

12.3 Under no circumstances will PLUMB FIRST LTD be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

## 13. Privacy

13.1 The Customer agrees that PLUMB FIRST LTD may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of PLUMB FIRST LTD business, including credit assessment and debt collecting. The Customer consents to any person providing PLUMB FIRST LTD with such information.

13.2 The Customer agrees that PLUMB FIRST LTD may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

13.3 Without limiting the provisions of clauses 12.1 and 12.2, the Customer understands that:

PLUMB FIRST LTD is asking the Customer for personal information about the Customer for the purpose of:

obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of Plumb First Ltd opening or reviewing a trading account for the Customer, and.

registering the security interest created by clause 12.1 under the PPSA;

PLUMB FIRST LTD will give the Customer's personal information to:

a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

The credit reporting bureau will provide PLUMB FIRST LTD with information about the Customer for the purposes outlined in clause 12.3(a)(i), and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too.

The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

If the Customer defaults in the Customer's payment obligations to PLUMB FIRST LTD, information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the Customer.

The Customer has a right of access to, and may request correction of, personal information held by PLUMB FIRST LTD or a third party about the Customer. For those purposes, the Customer understands that he or she may contact PLUMB FIRST LTD at the address set out in the application for credit account to which these terms of trade relate, for information.

## 14. MISCELLANEOUS

14.1 PLUMB FIRST LTD shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

14.2 Failure by PLUMB FIRST LTD to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations PLUMB FIRST LTD has under this contract.

14.3 In the event of any breach of this contract by PLUMB FIRST LTD the remedies of the Customer shall be limited to the damages, which shall not exceed the Price.

14.4 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either PLUMB FIRST LTD or the Customer.

14.5 PLUMB FIRST LTD may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

14.6 PLUMB FIRST LTD reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which PLUMB FIRST LTD notifies the Customer of such change.