

# Terms Of Trade

Stewart & Holland Ltd - 211/D Alford Forest Road, Ashburton

## Scope of work

we undertake to carry out the work as quoted with reasonable skill and care to carry out the work within the time frames agreed on acceptance of our proposal. Unless otherwise agreed the client shall be responsible for obtaining consents. If we are required to obtain consents there will be charge on a time and material basis at on hourly rate plus GST and cost of materials plus 100%.

## Access

The clients will allow or arrange access to site for the purpose of carrying out the work; we will not accept responsibility for delays that result from restricted access caused by the client or other parties.

## Health and safety

We will adhere to the rules and procedures of the Work and Safety Act and will not be responsible for delays caused by others who do not follow the correct work site safety policy.

## Delays

We will not be responsible for late completion and we reserve the right to pass on costs incurred as a result of events beyond our control including but not confined to; other trades late in finishing, materials promised by the client and not being available.

## Ownership

You agree that Title in any goods supplied is reserved by us until receipt of full payment. You understand and accept that we have the right under Wages Protection and Contractors' Liens Repeal Act 1987 to retain possession of goods until charges are paid. We are entitled (for ourselves or through any agent or employee) to come on to any land where the goods are stored or installed to uplift and remove any goods supplied, and to sell those goods if necessary to recover unpaid monies. No responsibility for any loss is accepted by us in this eventually. We may also register title to all our present and after-acquired property including but not confined to goods supplied by us and itemised on a tax invoice, and/or services supplied by us, and the proceeds from those goods supplied in whatever form they may be in against your name on the Personal Property Security Register (PPSR). You agree that all Fittings, Hardware and Joinery supplied are designed to be removable and so these items form part of the fit out not the building and are covered by our PPSR registration. You agree that in the event where you are holding retentions on behalf of us we understand that it is a legal requirement that you set those amounts aside and agree that we have the right to register an interest in that retention on the PPSR and that we will come ahead of any other security. You agree that until payment is made for the goods and services provided, you grant an equitable interest in your land on which the goods and services were carried out and affixed, which interest entitles us to register a caveat against your land. You waive your right to receive a copy of the PPSE verification statement. You understand that payments will be allocated against labour components of invoices first.

## Insurance

The contractor carries Public Liability insurance but the client must insure the value of the work covered by this contract before the building work starts.

## Variations

Variations will be confirmed in writing stating the scope of the work and changes in compliance requirements. We reserve the right to charge an administration fee should variations entail additional paper work at the current hourly rate.

## Payments

We reserve the right to ask for a deposit before work commences. Unless otherwise agreed to in the contract document, payment is due on completion of the work as set out in the quote/contract documents. Where the

work lasts longer than that one month progress payments are due 7 days from the beginning of each month. We reserve the right to allocate payments received against labour first then materials and fittings. Where payments are late the contractor reserves the right to charge late payment fees, collection charges and collection costs.

#### Disputes

Where disputes arise and cannot be resolved the procedure outlined in the Construction Contracts Act will apply. This means both parties are subject to independent arbitration.

#### Liability

In the even that we are deemed to be liable to the client then our liability is limited to the cost of the contract/invoice.

#### Defects

We undertake to rectify any faults as required by law. The client must advise us within 30 days if they are not satisfied with any aspect of the job. Our maintenance and warranty period starts when our work has been completed and not when the other contractors have finished.

#### Privacy

I/we give authority to any person or company to provide you with any information required to process this application and I/we agree to you furnishing any third party details of the application and any future dealing I/we may have as a result of this application.

#### Consumer Law Reform Bill

The guarantees contained in the Consumer Guarantee Act 1993 do not apply to goods and services that are supplied for the purpose of business or use by a business.

#### Construction Contracts Act

This contract will be administered under the rules of the Construction Contracts Act which require payment schedules to be submitted to us within 20 working days of invoice being raised.

I/we agree to be bound by the above conditions.

Signature:

Date:    /    /