

# Terms and Conditions of Trade

Christchurch Roofing & Cladding Ltd

## 1. Definitions

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1.1 "Company" refers to Christchurch Roofing & Cladding Ltd, its successors, assigns, or authorised representatives.

1.2 "Client" means any person, business, or organisation that engages the Company for services or goods.

1.3 "Services" refers to all roofing, cladding, or related services provided by the Company.

1.4 "Agreement" means any written contract, signed quote, or invoice accepted by the Client, inclusive of these terms.

## 2. Acceptance

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2.1 The Client is deemed to have accepted these terms and conditions upon requesting or accepting services from the Company.

2.2 Any amendments to these terms must be agreed in writing and signed by both parties.

## 3. Quotations and Pricing

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3.1 Quotations provided are valid for thirty (30) days. Pricing may vary due to market fluctuations or changes in scope.

3.2 The Client is responsible for ensuring all site measurements and information provided are accurate.

3.3 No provision is made for site clearance. Removal of debris or excess materials will incur additional charges unless otherwise stated in the quote.

3.4 Unless otherwise agreed, building consents and scaffolding are to be arranged and paid for by the Client.

#### **4. Payments**

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4.1 A deposit of 50% of the total quote is required before work commences.

4.2 Final payment is due within seven (7) days of invoice unless otherwise agreed in writing.

4.3 Late payments will incur interest of 2.5% per calendar month and may result in a pause in work until the account is current.

4.4 The Company reserves the right to recover any debt, with the Client responsible for all associated collection costs and legal fees.

#### **5. Ownership and Risk**

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5.1 Ownership of all materials remains with the Company until payment is received in full.

5.2 Risk transfers to the Client upon delivery to site or handover of materials.

5.3 If materials are left on-site at the Client's request, the Company is not liable for loss or damage.

## **6. Warranty**

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6.1 Workmanship is warranted for five (5) years from the date of completion, provided all recommended maintenance is followed.

6.2 Manufacturer warranties apply to all supplied products and components as per their documentation.

6.3 Warranty is void if any third-party modifies the work or if issues arise from improper site conditions not disclosed during the quoting phase.

## **7. Limitation of Liability**

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7.1 The Company is not liable for indirect, special, or consequential damages.

7.2 Total liability is limited to the total value of the Agreement.

## **8. Cancellation**

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8.1 The Client must provide written notice of cancellation. The Company may invoice for services completed and materials procured up to that date.

8.2 The Company reserves the right to cancel the contract due to site safety issues, failure to pay, or breach of contract.

## **9. Governing Law**

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9.1 This Agreement is governed by the laws of New Zealand. Any disputes shall be resolved under New Zealand jurisdiction.

## 10. Contact Us

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10.1 For any questions or concerns regarding this policy or your personal information, please contact us at:

Email: [info@roofingandcladding.co.nz](mailto:info@roofingandcladding.co.nz)

Phone: (+64) 021 221 1568

Address: 19 Kibblewhite Street, New Brighton