



## **Terms and Conditions**

### **1. Definitions**

1.1 "Supplier" refers to Christchurch Roofing & Cladding Ltd.

1.2 "Customer" refers to any person or entity that engages the Supplier for the supply of goods and/or services.

1.3 "Works" means all works supplied by the Supplier to the Customer, including roofing, cladding, or related services.

### **2. Acceptance of Terms**

2.1 Contracting the Supplier to carry out work or acceptance of a quote constitutes acceptance by the Customer of these Terms and Conditions.

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

### **3. Quotes and Estimates**

3.1 Quotes are valid for 30 days from the date provided, and the Supplier reserves the right to withdraw or adjust them at any time.

3.2 The Supplier is entitled to rely on the accuracy of plans, specifications, and other information provided by the Customer.

3.3 Any additional work not foreseen by the Supplier during quoting may result in cancellation of the contract or charges at the Supplier's usual rates.

3.4 No variations to the originally quoted work will be carried out without mutual agreement. Any agreed-upon variations will be charged at the Supplier's usual rates.

3.5 Unless otherwise agreed, scaffolding, building consents, and specific site clearance requirements are the Customer's responsibility.

### **4. Pricing**

4.1 Prices may either be as per the Supplier's quote, or as per the invoice for goods and services rendered.

4.2 The Supplier may change the price if there is a variation to materials or works, or if unforeseen difficulties arise during the course of the work.

4.3 All prices are exclusive of goods and services tax (GST) unless otherwise stated.

4.4 Where there is an unforeseen price increase by a Supplier that has not been accounted for in our quote or estimate, the Supplier will supply a variation of the direct increase to the Customer with no margin being added. The variation will be supplied at the time of the increase and paid under the Supplier's normal terms, not at the end of the job.

### **5. Payment Terms**

5.1 A deposit of 50% of the total quote is required before work commences, unless otherwise agreed in writing.

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

5.3 Late payments may incur an interest charge of 2.5% per month and may result in work being paused until payment is made.

5.4 The Supplier reserves the right to recover any debt, and the Customer will be liable for all collection costs, including legal fees.

5.5 An administration fee of \$15 per month may be charged on overdue accounts.

## **6. Provision of Works**

6.1 Subject to clause 7.1 it is The Supplier's responsibility to ensure work starts as soon as reasonably possible.

6.2 The commencement date may be delayed due to issues beyond the Supplier's control, such as poor weather, delays in product availability, or Customer delays.

## **7. Customer Responsibilities**

7.1 The Customer must ensure that all scaffolding and fall protection requirements comply with Department of Labour regulations. Work will not commence until all regulations are met.

7.2 The Customer must ensure clear and free access to the job site at all times to enable the Supplier to perform the works.

## **8. Liability and Claims**

8.1 Claims against the Supplier must be made in writing within 10 working days of receipt of the Supplier's invoice.

8.2 The Supplier will repair or replace goods at its discretion in the event of defects or non-compliance.

8.3 The Supplier's liability for any loss or breach of the agreement will not exceed the price quoted for the works.

## **9. Ownership and Security**

9.1 Ownership of the goods remains with the Supplier until full payment is received.

9.2 The Supplier reserves the right to register its interest in the goods on the Personal Property Securities Register (PPSR).

9.3 If the Customer defaults, the Supplier is entitled to repossess the goods. The Supplier will not be liable for any costs or damages incurred during repossession.

## **10. Privacy and Information**

10.1 The Customer authorises the Supplier to collect and store information for business purposes. This information may be shared with third parties for debt collection or to facilitate the Supplier's services.

10.2 The Customer may request access to and correction of their information in accordance with the Privacy Act 2020.

## **11. Construction Contracts Act 2002**

11.1 Where not covered in these terms of trade or altered under mutual agreement, the default provisions in the Construction Contracts Act 2002 will be applied to any payment claims.

11.2 Disputes will be referred to the adjudicator under the provisions in the Act.

11.3 We reserve the right to suspend work as allowed in the provisions in the Act.

## **12. Delivery and Risk**

12.1 The risk in goods supplied passes to the Customer upon delivery to the site.

## **13. Warranty**

13.1 The Supplier warrants its workmanship for five (5) years, provided that all maintenance recommendations are followed.

13.2 Manufacturer warranties will apply to all supplied products, and the Supplier will enforce these warranties as best as possible.

## **14. Cancellation**

14.1 The Customer must provide written notice to cancel the contract. The Supplier may invoice for services completed and materials procured up to that date.

14.2 The Supplier may cancel the contract if there are safety concerns or the Customer fails to pay or breaches the terms.

## **15. Governing Law**

15.1 This Agreement is governed by the laws of New Zealand. Any disputes will be resolved within New Zealand jurisdiction.