



## **TERMS AND CONDITIONS OF TRADE**

Upon accepting our quotation and paying your deposit, you acknowledge that you have read, our standard terms of trade, and agree that all work undertaken, and payments made will be completed according to the terms and conditions below.

### **1. BROAD PLUMBING & GAS LIMITED Responsibilities**

- 1.1. To ensure a high standard of workmanship is met, and all works comply with NZ building code and regulations.
- 1.2. Ensure reasonable care is taken to protect the customers property including but not limited to existing floor coverings, entrance ways, adjoining walls and adjacent rooms.
- 1.3. To complete the agreed works in a reasonable timeframe. The customer acknowledges that the works timeframe from start to completion is a guide only. Factors such as tradespeople delays, weather and unforeseen circumstances can all result in extensions to the completion of a project.
- 1.4. Report any such existing defects to the customer relating to works carried out in the bathroom, or space in which work is to take place, including structural, plumbing, electrical defects, and areas of moisture ingress and damage. Clients are required to give direction to any defects within 24 hours of being notified to the project manager.
- 1.5. Inform customer ASAP of unforeseen building issues i.e., rooms which are not square, flooring which fragments or breaks up during demolition, residue of glue on floor surfaces that may require grinding, mirror cabinets not being able to be recessed due to adjacent framing and load bearing walls/cavity sliders, or recesses not possible, or due to any unforeseen situation that may arise.
- 1.6. In respect to Health and Safety we will take all precautions to prevent any accidents, or dangerous situations for you the customer, or any other tradesman, by keeping the site clean and tidy, and regularly removing rubbish and surplus materials.

### **2. Customer Responsibilities**

- 2.1. The customer agrees to allow all tradesman engaged by Broad Plumbing & Gas access to the property during the hours of work being 7.00am – 5.00pm Monday to Friday unless Page 2 of 4 otherwise agreed. If weekend access is required or requested, then the homeowner will be notified at least 24 hours in advance.
- 2.2. All unforeseen defects at the time of consultation, and not allowed for within the agreed contract between Broad Plumbing & Gas and the customer relating to any timbers, structural walls, walls not level or out of plumb, rooms which are not square, timber flooring which requires replacement, floor grinding, improper plumbing or electrical, or any areas of moisture ingress and damage shall be repaired at the customers discretion and expense. Unforeseen defects may require an extension to the projects overall time frame depending on the severity of the defect and works required to remedy it/ them.
- 2.3. Additional work undertaken as per instruction of the customer which is not inclusive in this contract price will be charged as a variation to the original contract and is payable

immediately on receipt of invoice. The customer also acknowledges that any variation to the original contract may result in an extension to the overall completion date.

- 2.4. If the customer is to supply materials then those materials must meet the relevant AS/NZ Standard. If Broad Plumbing & Gas are not satisfied that the goods meet the AS/NZ Standard the materials will not be used. If the Customer insists on supplied material being used they must be on site prior the Broad Plumbing & Gas attending to carry out the work. Broad Plumbing & Gas will not be liable for using materials that do not meet AS/NZ Standards or for any delays or costs arising from the decision not to use the materials the Customer supplied. The Customer will be liable to pay Broad Plumbing & Gas time, materials and equipment cost. The Customer takes full responsibility for their supplied materials – no warranty will be offered by Broad Plumbing & Gas
- 2.5. All permits consents etc. required as per the Building Act Amendment 2008 from local body governments are the sole responsibility of the client (including costs).
- 2.6. Due to the nature of the work, we do and especially a renovation, there may be dust and paint fumes present from time to time. All reasonable care is taken to minimise this however it is sometimes unavoidable. Where possible the customer will be notified of possible irritants.
- 2.7. Customers are not permitted to enter the construction area unless supervised by the project manager. If clients enter without supervision, they enter at their own risk.
- 2.8. Customers agree to take all practicable steps to ensure their own health and safety throughout the project and cooperate in implementing our health and safety environmental policies.

### **3. Payment**

- 3.1. Payment terms and conditions are strictly as below unless otherwise agreed upon in writing by both parties.
- 3.2. An initial deposit of 50% of the total contract price is to be paid upon acceptance of this contract.
- 3.3. And a final payment of 50% is due immediately upon completion of the works.
- 3.4. All invoices for additional work undertaken including but not limited to any variation of contract shall be paid immediately upon completion of the works.
- 3.5. Any payments not received by Broad Plumbing & Gas by the due date may accrue interest at a rate of 14.0% per annum calculated daily.
- 3.6. The due date referred to in 3.5 will be as documented on the actual invoice for that claim.

### **4. Warranty**

- 4.1. Broad Plumbing & Gas offer a full two (2) year warranty on all workmanship from all trades engaged by us during the time of agreed works.
- 4.2. Once the agreed works are completed any warranty claim on workmanship shall be acknowledged and assessed by Broad Plumbing & Gas, and any resolution shall then be honoured by Broad Plumbing & Gas in a reasonable time frame.
- 4.3. Any warranty claims specifically in relation to products supplied by Broad Plumbing & Gas shall be directed to the manufacturer who will action a service request.
- 4.4. Any products supplied by Broad Plumbing & Gas will carry the manufacturer's warranty for that product.
- 4.5. The warranty will not cover, any damage or defect caused by:
  - 4.5.1 Failure on the part of the customer to properly maintain goods or,

- 4.5.2 Failure on the part of the customer to not follow instructions given by Broad Plumbing & Gas or,
- 4.5.3 The continued use of any goods after any defect became apparent to a reasonably prudent operator or,
- 4.5.4 Fair wear and tear or,
- 4.5.5 If anything is altered without consent of Broad Plumbing & Gas.
- 4.6. Any warranty offered is not valid until all payments are received in full by Broad Plumbing & Gas.
- 4.7. Broad Plumbing & Gas will accept no responsibility for defective workmanship or materials existing prior to the agreed works being undertaken. Page 4 of 4

## **5. Security**

- 5.1 All products and materials remain the property of Broad Plumbing & Gas until all payments are received in full, including variations of contract.

## **6. Miscellaneous**

- 6.1. Our terms are in accordance with the 'Construction Contracts Act 2002' and will apply where applicable.
- 6.2. Where no price is stated in writing, or agreed to orally for additional work, or variations, over and above the contract price, the products and services shall be sold to the customer at the current amount that such products and services would normally be sold for by Broad Plumbing & Gas.
- 6.3. We will arrange public liability insurance against liability for loss or damage to any property, throughout the project, however if the project requires changes, alterations, or additions to an existing structure, it is up to you to arrange your own insurance for the building, including any structures or contents if you choose to.
- 6.4. Underground Services
  - 6.4.1 Prior to Broad Plumbing & Gas commencing any work the customer must advise the precise location of any underground services, and clearly mark the same. The underground services to be identified are to include but not limited to electrical, gas, sewer, water, telephone, data cables, Fibre optic cables, storm water, and any other services on site.
  - 6.4.2. Broad Plumbing & Gas will take all due care and attention to avoid damaging any underground services, however the customer agrees to indemnify the tradesman / plumber in respect of all and any liability claims, loss, damage, costs, and fines because of damage to services not precisely located and notified as above.
- 6.5. In the unlikely event of a cancellation of the job after the quote has been accepted and deposit paid, there will be an admin fee applied before any refund is given. This could also include a restocking fee of materials, or cancellation fee of sub trades if they have already been engaged, or any other costs incurred to date relating to your job.