



POHUTUKAWA ELECTRICAL LIMITED Terms & Conditions

This is the standard “terms and conditions” of Pohutukawa Electrical Limited (PEL) to confirm the basis upon which PEL will provide you with electrical services. The terms and conditions will apply unless varied by PEL and you as customer in writing.

For jobs in excess of \$1,000 plus GST we require signed acceptance of our terms and conditions. Please sign the attached acceptance form and return to us. Work will not commence until written acceptance is received.

Our policy is to provide you with quality services that are reliable at an affordable price. Our electrician Robert Murphy has had many years experience as a registered electrician conducting all facets of electrical work.

Completion Dates

Where a date is specified we will always attempt to meet that due date unless we provide you with prior notice that the date cannot be met. A priority will be to meet and more importantly, to exceed your expectations.

We will not be responsible for not meeting completion dates, especially where due to the fault of another party.

Debtors Policy

- (a) Payment is required within 14 days of the date of our tax invoice.
- (a) Fees one month overdue will receive a phone call followed by a reminder letter and/or statement unless agreed otherwise.
- (b) Fees two months overdue will be placed on the stop work list until all outstanding fees are paid. A further statement or reminder will be issued requiring payment within 7 working days otherwise legal costs will be incurred.
- (c) If fees remain unpaid, legal proceedings will commence. All costs (including all debt collection costs as between solicitor and own client) incurred by us in recovering or attempting to recover payment of any debt owed to us will be payable on demand.
- (d) If fees are unpaid after three months on three occasions in two years, we will cease to do further work for you on a permanent basis.

Quotes and Estimates

Our quotes are valid for 14 days from the date of the quote. All quotes are subject to these Terms and Conditions and the Construction Contracts Act 2002 (CCA).

If actual costs incurred look like they will exceed the amount quoted we will discuss the reason for the excess and seek your approval to continue based on the anticipated costs of completion. We may require this acceptance in writing before completing the job.

Estimates are approximate costs only and we reserve the right to alter the estimate by 30% either way.

Charge Out Rates

Robert Murphy is charged out at \$60 per hour plus GST unless agreed otherwise.

All prices of products installed or provided are quoted/estimated on a GST exclusive basis in New Zealand dollars.

Completion

If amendments to quotes or estimates are required and you do not agree to the variation we reserve the right to discontinue the work unless Health and Safety requirements prevent us from doing otherwise.

Payment

Payment can be paid by cash, cheque or direct credit. We reserve the right to request a percentage of the fee to be paid up front which will generally be 50%. This will only be done on your acceptance of the part payment. However we reserve the right to decline the work if part payment is not agreed to.

Construction Contracts Act 2002 (CCA)

Our quotes and invoices are subject to the CCA. If you fail to make payment as prescribed by these terms and conditions and the CCA we have the right to suspend all work, and to take further action as set out in the CCA

Variations

You may request variations or additional work to be completed. Before proceeding with a variation we may require you to confirm each variation, and its pricing, in writing.

Warranty

For any warranty to apply to goods installed and services performed payment is required in full. Warranty is null and void if any product is serviced, tampered with or removed by another service provider or any other person.

Supply

PEL will not be bound by any conditions included in your order unless it expressly accepts them in writing.

Ownership

Ownership in any goods provided shall not pass to you until you have paid for the goods together with any other monies owing to PEL.

Until payment to PEL has been made, you acknowledge and agree that:

- (a) you are the fiduciary owner of the goods and shall only deal with them as agent for and on behalf of PEL.
- (b) you will store the goods in such a way that it is clear they are the property of PEL.
- (c) you irrevocably give PEL and its agents the right to enter upon your premises without giving notice and to search for and remove any of the goods without in any way being liable to you or to any person or company claiming through you.
- (d) If you sell the goods prior to payment to PEL for those goods, the proceeds of any resale will belong to PEL and you must pay those proceeds into a separate account for which separate records are kept. In addition all claims which you holds against third parties shall be handed over to PEL.

Risk

The risk in the goods shall pass to you upon delivery even though ownership of the goods may not have passed to you. You shall indemnify PEL against any loss suffered by PEL by reason of damage to or destruction of the goods at the site arising through causes beyond the control of PEL.

Personal Property Securities Act 1999

You agree that:

- (a) these terms and conditions create a security interest in all present and after acquired goods and services as security for all your obligations to PEL, which is registrable in the Personal Property Securities Registry.
- (b) PEL may register a financing statement to perfect its security interest in the goods.
- (c) You waive your right to receive a copy of any verification statements(s) under the PPSA and agree that you will have no rights under or by reference to sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA, and where PEL has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply.

Form of Acceptance

To: Pohutukawa Electrical Limited

Fax No: 09 536 4071

From:

Date:

Subject: **Terms and Conditions**

[Please indicate your acceptance of the terms and conditions as set out in the accompanying document by signing and dating where indicated and returning by fax on 09 536 4071 as noted above. Thank you.]

I have read, understood and accept the terms and conditions as outlined in the enclosed document.

Name

Company

Date

Signature