

Terms and Conditions of Trade.

No one likes the small print but...

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **RM Plumbing (2018) Limited** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions, please contact us on 0275728080 or (03) 5728080 alternatively you can email us at ross@rmplumbing.nz If you are unhappy with the work we provide, or have any queries or comments, please let us know immediately. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do, and you can be sure that we want you to get the outcome you are after, as much you do.

You can contact us the following ways:

Ross McWhirter ALL job communication	Phone: 0275728080 or (03) 5728080 E: ross@rmplumbing.nz
Kelly Hammond	Phone: 0275485315 admin@rmplumbing.nz

Our Charges

Description	Charge
Labor – Hourly rate	\$90.00
Vehicle Service Charge (per kilometer) Fixed town charge may apply.	\$1.40
After Hours Call Out Fee (includes first hour)	\$120.00
Minimum charge 45 mins.	\$67.50
Overdue Invoice Charge	\$20.00

Note: Charges are GST exclusive

After Hours Call Out Fee

We define our normal hours of business from 7.00am-5.00pm Monday to Friday. Work done outside of these hours is subject to an afterhours call out fee.

Vehicle Service Fee

This charge is used to cover the cost of running the vehicles.

Parking Permits/Tolls/Paid Parking

If in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.

After Hours Work

If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates.

Payment

- For call-out jobs and emergency jobs, payment is due when the work is complete, unless we have made other arrangements. If you have been sent an invoice, payment is due as per the payment date on the invoice.
- Once your job is complete, you will be sent a final invoice by email.
- Please let us know **before** work commences if you would prefer an invoice to be mailed to you, as our default communication is email.

Deposits

- Some jobs will require a deposit before work commences.
- If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely if payment is late or delayed.

Progress Invoices

- Progress invoices are claims for work done on site before the entire job is completed. This covers labor and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.
- As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.
- If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.
- We reserve the right to stop work if progress payments have not been made.

Discounts

- Discounts applied to your account are administered at our discretion.
- Discounts may be revoked, and the full amount may be charged to you if an invoice remains unpaid for more than **14 days** or any other agreed date.

Disputed Invoices

- If you need to discuss any aspect of payment, please contact us immediately.
- If you are dissatisfied with the invoice, it is your responsibility to contact us *immediately*.

Unpaid Accounts

1. If payment remains outstanding for over **14 days** from the invoice due date a late fee of **\$20.00** may be added to your account at our discretion.
2. We reserve the right to charge **2.5%** compounding interest on a monthly basis for overdue accounts.
3. Debt Collection costs may be added to invoices that remain outstanding for over **20 days** from the due date.

Terms of Trade

RM Plumbing (2018) Limited

NZBN 9429046669964

Thank you for choosing us.

Please read the terms of trade listed below. You can accept these terms by clicking on the link in the email that this document was attached to. These terms need to be accepted before we begin work at your property.

1. Application of Terms of Trade

1.1.... These terms apply to all trade between you, the **Customer**, and **RM Plumbing (2018) Limited**. These terms are effective until these terms of trade are replaced by another document.

2. Definitions: Unless the context requires otherwise, the following definitions shall apply:

2.1.... **“The Company”, “us”, “we” and “our”** means RM Plumbing (2018) Limited. This also includes our successors and assignees.

2.2.... **“Customer”** and **“you”** means the customer who opened an account or the person that the account was created for and also include the Customer's trustees, executors, permitted assigns, and/or administrators.

2.2.... “Goods” means the goods we supply to you which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by us in respect of the goods.

2.3.... “PPSA” means the Personal Property Securities Act 1999 and associated regulations.

2.4.... “PPSR” means the Personal Property Securities Register under the PPSA.

3. Payment

3.1.... You shall pay in full for the goods and services no later than the date specified on our invoice. You shall not have any right of set-off or deduction against the required payment or because of any money which we may owe you. If you fail to pay the full amount due, on or before the due date, we (without prejudice to our other rights and remedies) can charge you interest on the amount outstanding from due date until payment. We may suspend or cease work and retain materials if any payment is outstanding. We are not liable to you or anyone else for any loss arising from suspension, termination or withholding of materials in the event of non-payment.

3.2.... The price for the goods and services supplied by us shall become immediately payable, regardless of any other terms of payment, and we may take immediate action to recover the price. This includes if you are in default under any agreement with us or commit an act of insolvency or bankruptcy, go into liquidation, receivership, or voluntary administration, enter a creditors' composition, or have your credit standing impaired in any way.

4. Withdrawal of Credit

4.1.... We may at any time, in our sole discretion, withdraw the provision of credit to you.

5. Delivery and Return

5.1.... Delivery of goods shall be deemed to be made to you when the goods are first dispatched from our premises or collected by you or your agent. All carriers of goods are deemed to be your agents.

5.2.... We may stop future deliveries until you have paid for all previous supplies of goods or services supplied by us (whether payment is due or not).

5.3.... If we are unable to deliver the goods or perform a service because of any cause beyond our control, we may suspend delivery or cancel your order without incurring any liability for loss or damage suffered by you.

5.4.... Goods will only be accepted for return with our prior approval. Freight and all other costs associated with the return of goods will be at your expense.

6. Risk & Liability

6.1.... Goods are at your sole risk upon delivery in accordance with clause 4.1 whether received by you or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to you.

6.2.... You shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft.

6.3.... To enable us to do our work you need to provide us with access to your property, all information that you have that is necessary for us to complete the work, and information about any hazards we may be exposed to in attending the property. We are entitled to rely on the accuracy of the information you supply to us, and we are not obliged to check any information supplied by you.

6.4.... You must ensure you have suitable insurance in place for your property and for any work that is undertaken.

6.5.... Our liability to you is limited to damages which shall not exceed the price of our services to you. We have no liability whatsoever to you for any indirect and/or consequential loss or expense suffered by you as a result of a breach of these terms or events beyond our control. Our liability to you, in contract, tort or any other basis, shall only be for the reasonable costs of remedying any defective work and/or any costs caused by any breach of these terms by us, provided the costs are reasonably foreseeable and limited to the proportional extent of your own contribution. No proceedings may be commenced later than two years after the date on which the party bringing the claim became aware or ought reasonably to have become aware of the facts giving rise to the claim. In any event, no proceedings may be commenced more than six years after the date on which the facts giving rise to the claim occurred.

6.6... If you become aware of any fault or defect in any goods supplied by us, or in relation to any service we have provided to you, please notify us within 15 days of becoming aware of it. If you do not do so, then any liability in relation to the problem will be reduced (or extinguished) to the extent of any prejudice arising from your non-disclosure.

7. Ownership

7.1.... Ownership of the goods shall not pass on to you until you have paid for the goods in full. In addition, any proceeds of the sale of unpaid goods that has not paid for shall belong to us.

7.2.... Notwithstanding the provisions of clause 7.1, you shall not be entitled to sell or deliver possession of the goods to any other person until you have paid us for the goods.

8. Enforcement and PPSA

8.1.... You irrevocably give us (and our agents) the right to enter your premises without giving notice and without being in any way liable to you, if we have cause to exercise any of our rights under the PPSA.

8.2.... You indemnify us for all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

8.3.... You hereby waive your right under the PPSA to receive any verification statement from us.

8.4.... You must immediately notify us if you change your name.

9. Representations & Warranties

9.1.... To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between us and you. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by us where you acquire, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

10. Privacy

10.1.... You authorize us, without further reference to you, to: collect and use information from you and third parties in relation to our work for you, and to retain all material relating to our work for you for as long as we consider reasonably necessary after completion of the work, to enable credit assessment, registration of security interests and debt recovery, and to meet our legal obligations. We can provide your information to third parties if necessary for credit checking, debt recovery or as otherwise reasonably required. Where any material is no longer required, we may destroy it. You may request access to and administration of your personal information in accordance with the Privacy Act 1993.

11. General

11.1.... These terms constitute the entire agreement between us and you and apply to any future engagement with us, whether or not we send a further copy to you. We may change these terms from time to time on notice to you or by uploading updated terms onto our website.

11.2.... If we choose not to enforce any part of these terms it shall not be regarded as a waiver of our right to subsequently enforce that provision. If any part of these terms is unenforceable it shall not affect the validity of the remaining terms.

11.3.... We may assign, license or sub-contract our work in our discretion.