

Citywide Plumbing Services - Terms and Conditions of Trade



The following constitute the terms and conditions of business between CITYWIDE PLUMBING SERVICES LIMITED, the Supplier of goods and services, and you, the Client:

1. Price: Where a quotation has been given for work to be performed, that quotation remains valid for 20 working days. Client's acceptance of the quotation/offer must be confirmed in writing prior to commencement of work. Beyond 20 working days from issue, CITYWIDE PLUMBING SERVICES LIMITED may withdraw that quotation at any time before acceptance.

The quotation is based on costs and charges ruling at the date of quotation. Any changes in costs arising from sources beyond the control of CITYWIDE PLUMBING SERVICES LIMITED (for example, changes in prices charged by suppliers to CITYWIDE PLUMBING SERVICES LIMITED, or in government charges) shall be to Client's account.

The following rates shall apply where work is to be charged on the basis of time and materials (charge-up basis), and for the purpose of calculating any variation to quoted work:

- Scheduled Pump service \$185-375+GST
- General plumbing \$90+gst per hour
- Minimum vehicle charge \$32+gst

2. Payment: Payment of the claimed amount is due and payable upon completion of the job unless otherwise arranged. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments covering work done and costs incurred up to the date of the invoice. If Client disagrees for any reason with the claimed amount, Client will respond to CITYWIDE PLUMBING SERVICES LIMITED in writing before the payment is due. Overdue payments shall attract interest at an annual rate of 2.5% calculated daily, and any expenses incurred by CITYWIDE PLUMBING SERVICES LIMITED in recovering this debt shall be added to Client's account.

3. Disputes: If any dispute or difference arises in connection with work done or payments claimed by CITYWIDE PLUMBING SERVICES LIMITED, or any other matter pertaining to business between CITYWIDE PLUMBING SERVICES LIMITED and Client, CITYWIDE PLUMBING SERVICES LIMITED or Client shall refer the dispute to adjudication in terms of Part 3 of the Construction Contracts Act 2002 (CCA), or to the Master Plumbers Association of which CITYWIDE PLUMBING SERVICES LIMITED is a fully subscribed member for settlement through that Association's Disputes Procedure. For the purposes of s.33(1)(c) of the CCA, the Master Plumbers Association shall be the nominating body.

4. Ownership: Any goods and materials supplied by CITYWIDE PLUMBING SERVICES LIMITED shall remain the property of the company until paid for in full and while any money remains due.

5. Risk: CITYWIDE PLUMBING SERVICES LIMITED shall take all necessary precautions and measures to ensure prevent any loss of goods and materials placed on Client's premises arising from theft, destruction or damage from whatever cause where such goods and materials remain the

property of CITYWIDE PLUMBING SERVICES LIMITED and have not yet transferred to Client upon invoicing.

6. Installation: Client shall give afford CITYWIDE PLUMBING SERVICES LIMITED access to the site and provide proper facilities for carrying out the work including use of any existing goods or passenger lifts, cranes, hoists and builder's scaffolding. Unless specified otherwise, the contract does not include any structural or other alteration to any part of the building. Access and facilities shall be provided within a reasonable time after acceptance of this contract or at a date notified by you and agreed on by CITYWIDE PLUMBING SERVICES LIMITED in writing. Client shall inform CITYWIDE PLUMBING SERVICES LIMITED of any hazards in the workplace to which CITYWIDE PLUMBING SERVICES LIMITED may be exposed in working on Client premises.

7. Time to completion: CITYWIDE PLUMBING SERVICES LIMITED will provide a written estimate of the time required to perform the Services as contracted and shall apply best endeavours to complete the work within that time period or within a reasonable time following that or by any subsequent target date agreed to in writing by the parties. Should it be necessary to work outside ordinary working hours to meet the stated (or agreed) completion target CITYWIDE PLUMBING SERVICES LIMITED shall be liable for any extra cost incurred.

8. Consents: Client is responsible for obtaining any consent or other authority necessary for the work, and will provide that to CITYWIDE PLUMBING SERVICES LIMITED on request. Where a building consent is required and Client has failed to obtain it, CITYWIDE PLUMBING SERVICES LIMITED may defer all work until such time and re-establish 'time to completion', as appropriate.

9. Warranty: CITYWIDE PLUMBING SERVICES LIMITED guarantee to remedy any defective workmanship and replace any faulty material supplied by CITYWIDE PLUMBING SERVICES LIMITED that is reported to CITYWIDE PLUMBING SERVICES LIMITED in writing within 90 days of completion of the contract. This performance guarantee does not extend to any goods or materials supplied by Client. In the case of work covered by the Consumer Guarantees Act 1993, this warranty is in addition to any rights Client may have under the Act.

10. Strikes, etc.: CITYWIDE PLUMBING SERVICES LIMITED is not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, accidents, fire, failure of manufacturers to deliver and any other events beyond their reasonable control.

11. Variations: Once the quotation/offer issued by CITYWIDE PLUMBING SERVICES LIMITED has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing.

12. Plans and specifications: CITYWIDE PLUMBING SERVICES LIMITED shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by Client. CITYWIDE PLUMBING SERVICES LIMITED shall bear no responsibility for any goods supplied in compliance with those plans and specifications.

13. Privacy Act: Client authorises CITYWIDE PLUMBING SERVICES LIMITED to use information collected from Client and to collect information from third parties for purposes relating to performance under this agreement.