

Terms and Conditions of Trade

1. General

- 1.1 **Daniel McGill Plumbing & Drainage Ltd** (the “Contractor”) provides residential plumbing and drainage services, quotes and estimations and supplies all present and after acquired goods and materials to every client on the following Terms and Conditions of Trade;
- 1.2 “Contractor” shall mean Daniel McGill Plumbing & Drainage Ltd.
- 1.3 “Client” shall mean the entity or person (or any person acting on behalf of and with the authority of such entity or person) contracting for materials, works and services of the Contractor.
- 1.4 Any instructions received by the Contractor from the Client for the supply of works shall constitute acceptance of this contract and our terms and conditions of trade.

2. Payment

- 2.1 Payment is required in full within 7 working days of the invoice date for Residential Clients and by the 20th of the following month for Commercial Clients.
- 2.2 A deposit may be required before work can commence, at the discretion of the Contractor.
- 2.3 Quotes are valid for 30 days.
- 2.4 The final amount owing may vary upon completion of work if there is any variation to the job(s) described.
- 2.5 In the event payment is not received by the due date the Contractor reserves the right to charge interest on the amount outstanding in which the Clients account is in arrears at the rate of 2% per month commencing from the due date of payment. Any interest so levied shall accrue on a daily basis and shall accrue until all monies owing are paid in full.
- 2.6 Payment claims (invoices) are made under the Construction Contracts Act 2002.
- 2.7 No claims by the Client will be recognized unless raised within 7 days of date of invoice.

3. Default

- 3.1 For the purposes of the Terms and Conditions a Default Event shall be one or more of the following:-
 - (a) Any default by the Client under the Terms and Conditions including a failure to make payment.
 - (b) The Client becomes insolvent or is adjudged bankrupt.
 - (c) The Client ceases or threatens to cease to carry on its business.
 - (d) A receiver, liquidator, official assignee or statutory manager of the Client's assets is appointed.
 - (e) A change in the effective control and/or management of the Client.
 - (f) Any other event which in the sole discretion of the Contractor gives rise to concern as to the timely payment of the Clients debts.
- 3.2 Failure to comply with the payment terms above may result in the Clients indebtedness being handed to a Creditor or that the Contractor may go to court to recover the unpaid amount from the Client as a debt owed. Where the Contractor has reasonable cause to believe a Default Event has occurred then the Contractor may at any time without notice provide any Creditor with information for debt collection purposes.
- 3.3 The Client shall be liable for all costs incurred by the Contractor in recovering over due monies including interest, court and solicitor-client costs.
- 3.4 The Contractor may cancel any or all contracts with the Client and the Contractor will not be liable to the Client therefore; and all monies owing by the Client to the Contractor on any account whatsoever shall become immediately due and payable.

4. Property

- 4.1. Ownership of the goods and materials remains with the Contractor and does not pass to the Client until full payment of total amount owing has been received.
- 4.2. The Contractor reserves the right of the repossession of goods and materials under the Credit (Repossession) Act 1997.

5. Proper Law

- 5.1. Pursuant to the Privacy Act 1993 the Contractor proposes to use the personal information provided by the Client in order to perform and to fulfill the jobs, orders, services and/or terms and conditions described or any variation to the same.
- 5.2. The contract and these terms and conditions of trade shall be governed by New Zealand Law and, in the event that the Client is a residential occupier, the Construction Contracts Act 2002.