

# TERMS AND CONDITIONS

## 1. DEFINITIONS

- The “**Contractor**” is Now Electrical Limited, and is also referred to in these Terms & Conditions as “we” and “us”.
- The “**Client**” is you and:
- If you are contracting with us on behalf of a company, the contract is with you and the company, and each of you and the company are jointly and severally liable under these terms and conditions.
- if you are contracting with us on behalf of a partnership or trust, the client includes the other partners and trustees.
- The “**Work**” means the electrical work you have asked us to do, and includes where appropriate the provision and installation of materials, and the supply of services either as quoted or at our standard rates.
- The “**Price**” means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Work
- “Invoice” includes a Payment Claim under the Construction Contracts Act 2002.

## 2. ACCEPTANCE

- Any instructions received by Now Electrical Limited from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 3. COLLECTION AND USE OF INFORMATION

- The Customer authorises Now Electrical Limited to collect, retain and use any information about the Customer, for the purpose of assessing the Customer’s credit worthiness, enforcing any rights under this contract
- The Customer authorises Now Electrical Limited to disclose any information obtained to any person for the purposes set out in the clause above.

## 4. PRICE

- The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods and Services that is beyond the control of Now Electrical Limited between the date of the contract and delivery of the Goods and Services.

## 5. PAYMENT

- Payment for Goods and Services shall be made in full on or before the date of the invoice (“the due date”).
- Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- Any expenses, disbursements and legal costs incurred by Now Electrical Limited in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor’s fees or debt collection agency fees.
- Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

## 6. QUOTATION

- Where a quotation is given by Now Electrical Limited for Goods and Services:
- Unless otherwise agreed the quotation shall be valid for 30 days from the date of issue; and
- The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
- Now Electrical Limited reserve the right to alter the quotation because of circumstances beyond its control.
- Where Goods and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods and Services.

## 7. RISK

- Risk in any Goods and Services supplied by Now Electrical Limited shall pass when the Goods and Services are delivered to the Customer and it shall be the Customer’s obligation to insure the Goods and Services from that time.

## 8. ACCESS & SITE CONDITIONS

- The Client must provide safe and reasonable access to the site.
- The Contractor may suspend work if unsafe conditions exist.
- Any delays caused by restricted access, other trades, or site issues may result in additional charges.

## 9. COMPLIANCE AND STANDARD

- All work will comply with:
- New Zealand electrical standards (e.g. AS/NZS 3000)
- Relevant safety and regulatory requirements
- Electrical Certificates of Compliance (COC) and Electrical Safety Certificates (ESC) will be provided where required.

## 10. WARRANTIES AND GUARANTEES

- Work is covered under the Consumer Guarantees Act 1993, ensuring services are carried out with reasonable care and skill.
- Manufacturer warranties apply to supplied products where applicable.
- The Contractor is not responsible for:
- Faulty client-supplied materials
- Existing wiring or systems not installed by the Contractor

## 11. LIABILITY

- To the extent permitted by law, the Contractor is not liable for:
- Indirect or consequential loss
- Loss caused by factors outside reasonable control
- Liability is limited to the value of the works supplied.

## **12. HEALTH AND SAFETY**

- The Client must comply with site health and safety requirements. The Contractor operates in accordance with the Health and Safety at Work Act 2015.

## **13. CANCELLATION**

- In the event the customer cancels acceptance of a quotation a minimum cancellation fee of 20% of the total will apply.
- The Client may cancel prior to commencement, but may be charged for:
  - Materials already purchased
  - Labour or time already incurred
- The Contractor may cancel or suspend work due to non-payment or breach of these terms.

## **14. DEFAULT**

- If the Client fails to meet payment obligations, the Contractor may:
  - Suspend or stop work
  - Recover outstanding amounts through legal or collection processes

## **15. CONSUMER GUARANTEES ACT 1993**

- If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Contractor to the Client.

## **16. PRIVACY ACT 1993**

- The Buyer and the Guarantor/s (if separate to the Buyer) authorises Now Electrical Limited to:
  - collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and
  - disclose information about the Buyer, whether collected by Now Electrical Limited from the Buyer directly or obtained by Now Electrical Limited from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.
- Where the Buyer and/or Guarantors are an individual the authorities under clause 13 are authorities or consents for the purposes of the Privacy Act 1993.
- The Buyer and/or Guarantors shall have the right to request Now Electrical Limited for a copy of the information about the Buyer and/or Guarantors retained by Now Electrical Limited and the right to request Now Electrical Limited to correct any incorrect information about the Buyer and/or Guarantors held by Now Electrical Limited.

## **17. ACCURACY OF CUSTOMER'S PLANS AND MEASUREMENTS**

- The Company may rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges that if any of this information provided by the Customer is inaccurate the Company accepts no responsibility for any loss, damage or cost resulting from inaccurate plans, specifications, or other information.
- If the Customer gives the Company information relating to measurements and quantities of Goods required in completing the Works, it is the Customer's responsibility to verify the accuracy of the measurements and quantities before the Company places an order based on these measurements and quantities.

## **18. RESOLVING DISPUTES**

- The Company and the Customer will use all reasonable endeavours to resolve any dispute between them. If they cannot resolve their dispute by negotiation within a reasonable time, the parties will refer the dispute to mediation which will be conducted in accordance with the Resolution Institute New Zealand Standard Mediation Agreement.
- Nothing in this clause will preclude either party from taking immediate steps to seek urgent equitable relief before an appropriate Court.

## **19. INSURANCE**

- The Company shall maintain a public liability insurance policy in respect of loss or damage to any property or injury or death or illness to any person in connection with the execution of the Works.

## **20. GENERAL**

- The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- The Contractor may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- The Client cannot licence or assign without the written approval of the Contractor.
- Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.