

Terms & Conditions

What is the purpose of this contract?

- 1.1 This contract sets out the terms and conditions that apply when you (“you” and “your”) decide to purchase **services** from **B W Henderson (1994) Ltd** (“we”, “us” and “our”).
- 1.2 If these terms and conditions conflict or are at variance with any terms and conditions imposed by you, then our terms and conditions shall prevail.

2. What information about you can we collect?

- 2.1 You agree that we may obtain information about you to assess your credit worthiness, enforce any rights under this contract and market any of our services to any other entity.
- 2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.
- 2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

3. What are our services?

- 3.1 In these terms and conditions “**services**” means and includes, without limitation, the following:
 - all aspects of commercial, industrial and residential electrical services including;
 - all design, build, installation, data cabling, maintenance and repair services including to machinery and motor vehicles; and
 - the supply of all associated products; and
 - all inventory provided to you; and
 - all services and products identified in any order form, supply request, job sheet, email, quotation statement, invoice or “payment claim” issued by us to you, such documents being deemed to be incorporated into and forming part of our contract with you.

4. What is the price?

- 4.1 The **price** is the cost of the **services** as agreed between you and us.
- 4.2 If no price is stated in writing or agreed to orally, the **services** will be treated as supplied at the current amount that we supply those **services** at the time of our contract with you.

5. What and when must you pay us?

- 5.1 You agree to pay us as follows:
 - unless otherwise agreed, on or before the 20th day of the month following the date of our invoice (“the due date”);
 - a deposit may be required;
 - we may invoice you by way of “payment claims” made pursuant to the Construction Contracts Act 2002;
 - the due date for payment of the “payment claim” will be noted on the “payment claim” (“the due date”) and if not noted on the “payment claim” will be required as provided for in the Act (“the due date”); and
 - any payments made by credit card will incur an extra charge of 3% of the invoice or “payment claim” value; and
 - with respect to invoices or “payment claims” not paid by their due date, we may charge interest on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
 - you agree to pay any costs, including debt collection and legal costs, that we may incur as a consequence of having to enforce any of our rights contained in our contract with you; and
 - you further agree that invoices and “payment claims” may be served on you by email.

6. What happens when we give you a quotation?

- 6.1 When we give a quotation for **services**:
 - unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - the quotation is exclusive of goods and services tax unless specifically stated to the contrary; and
 - where **services** are required in addition to the quotation, you agree to pay for the additional cost of such **services**.

7. What security rights do we have?

- 7.1 Until you have paid us in full for the **services** supplied, we retain ownership of the products we have supplied you.
- 7.2 Until you have paid us in full for the **services** supplied, it is agreed that, pursuant to the Personal Property Securities Act 1999, we have a security interest in all products supplied by us to you.

8. Is there a warranty?

- 8.1 Certain prescribed residential **services** are backed by the Master Electricians Workmanship Guarantee. Please view at www.ecanz.org.nz.
- 8.2 A manufacturer’s warranty applies where applicable.

9. What is the limitation on our liability?

- 9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Building Act 2004 (including the Building Code) and other statutes, regulations and codes may imply guarantees, warranties or conditions or impose obligations upon us that cannot by law be excluded (“the statutory restrictions”).
- 9.2 Subject to the statutory restrictions, it is agreed by you, that we are not liable to you for any loss or damage of any kind whatsoever, arising from the supply of **services** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise.

10. Can we contract out?

- 10.1 In the course of completing the **services** we may contract out part of the **services** contracted for by you, to another contractor (“the sub-contracting”).
- 10.2 The sub- contracting costs will form part of our **price** for the **services**.

11. What rights do we have to cancel this contract?

- 11.1 In addition to any other entitlement to cancel or suspend our contract with you, we have the right by notice to suspend or cancel the contract if you fail to pay any sum owing to us after the due date.
- 11.2 Any cancellation or suspension will not affect our entitlement to claim for any money due at the time of the cancellation or suspension or any other legal rights we have.

12. Does a personal guarantee apply?

- 12.1 If you are a company or a trust:
 - the director or trustee signing this contract, in consideration for us agreeing to supply **services** and grant credit to the company or the trust, also sign this contract in their personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment;
 - any personal liability of a company director or trustee will not exclude the company or trust from the liabilities and obligations contained in this contract.

13. What also are you agreeing to?

- 13.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 13.2 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 13.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.
- 13.4 If you fail to pay us for **services**, then you agree that such failure gives rise to a legal or equitable estate or interest (“the interest”) in your land on which the **services** were affixed or performed and that the interest entitles us to enter a caveat against your land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof. A caveat is a notice that is registered against the title of your land, which informs anyone who searches that title that we have a right interest in that land.