



## Terms and Conditions of Trade

The following constitutes the Terms and Conditions of business between us **Paul Cotter Electrical Ltd (PCE)** - the Supplier of goods and services, and **you, the Client**.

**Quotations/ Estimates:** Quotes and estimates are valid for 30 days. Your acceptance must be confirmed by selecting the appropriate link on the quote/estimate email we sent to you. We may withdraw the quote/estimate at any time before acceptance. The supply of materials/goods is subject to availability and if for any reason the materials quoted cease to be available, PCE may substitute similar products with your approval. The price will be adjusted accordingly and be reflected in the final invoice.

**Obligations:** a) Upon accepting our price or placing an order for work, **you** are deemed to have accepted to be bound by these Terms and Conditions. b) If you cancel after you have accepted the quote/estimate you will be liable for any costs we have incurred, for example: materials purchased.

**Prices:** We charge a minimum of one hour labour for any Service provided. Our invoices will include a vehicle/service charge, this charge covers costs associated with our vehicle fleet including but not limited to, fuel, road user charges, and general warranty and maintenance costs. Labour costs include any time spent travelling to and from the workshop to you, including any time taken to procure any Goods required. Labour costs also include administration in relation to the job.

**Apprentices:** PCE Ltd is a strong advocate for training apprentices and as such apprentices will at times accompany a tradesman to a job. The apprentice will be charged at a reduced rate.

**Disputes:** You must notify us within 7 days of receipt of any invoice you genuinely dispute and pay the undisputed portion of the invoiced amount to us. PCE would expect in good faith to be given the opportunity to put right any issues with the work we have carried out.

**Payment:** Invoices are payable within 7 days of the date of the invoice unless alternative arrangements have been made with us and confirmed in writing. Invoices may be issued for progress payments covering the work done and costs incurred up to the date of the invoice. Unpaid invoices will be passed to our debt collection agency.

✦ You will be liable for **all** debt collection fees, court fees, or recovery charges in respect of any overdue amounts pursued.

**Ownership:** Any goods and materials supplied by us shall remain our property until paid for in full and while any money is due to us. If any money remains unpaid or you are in breach of any obligation to us, we or our agents are authorised by you to enter your premises to recover and resell any or all of these goods and materials. We may require you to facilitate registration of a Financing Statement under the Personal Property Securities Act 1999 ("PPSA") to give us a Perfected Security in any goods supplied.

**Risk:** All goods and materials are at your risk whilst on your premises or premises under your control. Any loss arising from damage, theft or destruction from whatever cause shall be borne by you.

**Consents:** You are responsible for obtaining any consent or other authority necessary for the work and will provide that to us on request.

**Investigation work:** If PCE Ltd spends time investigating an issue to determine the cause or location of a problem, then the time spent investigating may be charged out irrespective if any further work is done or not.

**Warranty:** We guarantee any labour for a period of 12 months. Any materials supplied by us will be subject to the manufacturer's warranty.

**Plans and specifications:** We shall be entitled to rely on the accuracy of any plans and other information supplied by you. We shall bear no responsibility for any goods supplied in compliance with those plans and specifications.

**Health and Safety:** Health and Safety is paramount with regards to our staff, our clients, and the general public. We reserve the right for our tradesmen to reject or defer a job if they deem conditions to be unsafe. Our Health & Safety Policy is available on request.

**Changes to our Terms and Conditions of Trade:** Paul Cotter Electrical Ltd may at its discretion update our Terms and Conditions of Trade at any time. These changes can be found on our website [www.kapitieletricians.co.nz](http://www.kapitieletricians.co.nz), and will be emailed to you prior to commencement of any works.