

Watertight

Plumbing & Gasfitting

RATES AND TERMS

Please enjoy our competitive rates. Our fees are based on an hourly rate and van charge per site visit. A minimum callout applies to all jobs of an hour's labour and a van charge. Chargeable time includes travel to site and collecting materials and is not solely time spent onsite.

Minimum Callout

PLUMBING & ELECTRICAL	Standard call out (7:30am – 5:00pm)	\$89+gst hr + \$40+gst Hourly rate + van charge per visit	\$129+gst (\$148.35 incl)
	After Hours (5:00pm-7:30am)	\$89+gst hr + \$180+gst Hourly rate + A/H call out fee	\$269+gst (\$309.35 incl)
	Public Holiday	\$89+gst hr + \$320+gst Hourly rate + Public Holiday call out fee	\$409+gst (\$470.35 incl)

Minimum Callout

GASFITTING	Standard call out (7:30am – 5:00pm)	\$99+gst hr + \$40+gst Hourly rate + van charge per visit	\$139+gst (\$159.85 incl)
	After Hours (5:00pm-7:30am)	\$99+gst hr + \$180+gst Hourly rate + after hour A/H call out fee	\$279+gst (\$320.85 incl)
	Public Holiday	\$99+gst hr + \$320+gst Hourly rate + Public Holiday call out fee	\$419+gst (\$481.85 incl)
	Gas Certificate	\$103.50+gst (\$119.02 Incl)	

	Standard Rate	After Hours Rate
Leak Detection Service (Watermain)	\$180+gst hr (\$207 incl) P/H	\$280+gst (\$322 incl) P/H
Drain Unblocking (Hydro Blast)	\$225+gst hr (\$258.75 incl) P/H	\$336+gst (\$386.40 incl) P/H
Camera Drain Inspection (CCTV)	\$225+gst (\$258.75 incl) per hour	
Service Location (Power/gas etc)		
Backflow Test and Certificate	\$199+gst (\$228.85 incl) each device	
Roof Leak Investigation Two man team, temp seal, take photos and quote further work (not including access equipment)	\$450+gst (\$517.50 incl) (minimum)	

1. Quotes or estimates over \$3,000 will attract a 30% deposit before commencement of work
2. Chargeable time includes travel to site and time collecting materials
3. After hours means weekends and after 5pm on weekdays
4. Payments can be cash, cheque, direct credit, or credit card (+3.25%)

General

Terms & Conditions of Trade

1. Conditions Applicable

- 1.1 A **Job Order** means a request, either verbally or in writing, by you for us to supply services and includes specifications, plans and project briefs whether prepared by you or by us.
- 1.2 These Conditions shall apply to all Job Orders, to the exclusion of all other terms and conditions, including any terms and conditions which you may attempt to apply under any purchase order, confirmation of order or similar document.
- 1.3 All Job Orders are an offer by you to engage us subject to these Conditions.
- 1.4 When we commence work under a Job Order it shall be conclusive evidence of your acceptance of these Conditions.
- 1.5 Any variation to these Conditions (including any special terms and conditions agreed between us) shall be inapplicable unless agreed in writing us.

2. The Services we shall supply

- 2.1 The Services which we agree to provide under a Job Order are described in the acceptance email accompanying these Terms.
- 2.2 You shall ensure that any Job Orders are sufficiently detailed and specific to allow us to complete such Job Orders to your satisfaction. We shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by you. We shall bear no responsibility for any goods supplied in compliance with those plans and specifications.
- 2.3 Each Job Order shall constitute a separate contract between us.

3. Project Work

- 3.1 Where we are supplying our Services on an ongoing project basis for you, you shall appoint a representative to act as the principal point of contact between us and who shall be responsible for ensuring adequate and timely instructions or assistance is provided to us.
- 3.2 We may seek written approval to proceed at various stages of the project and it shall be your representative's responsibility to carefully check and provide such written approval before we are obliged to move to the next stage of the project. Any failure by your representative to provide written approval shall not affect the Price payable and we shall not be liable for any errors in a Job Order where the Job Order corresponds with a written approval signed by your representative.
- 3.3 Any variations to a Job Order shall not be valid unless set out in writing by the Client Representative.
- 3.4 Additional charges may be levied for any variations to the original Job Order on a

- 3.5 time and materials basis.
- We may require payment of a deposit or staged payments each month or at significant milestones during the project. We are under no obligation to commence or continue with work until such deposits or staged payments are paid. A request by us for a staged payment does not necessarily mean that work up to that stage will have been completed at the time of the request. All deposits are non-refundable.

4. Price and payment

- 4.1 **Price:** The Price shall be the price calculated in accordance with our published price list, current at the date of performance of the Services – see attached our current Price List. Materials are charged at suppliers' recommended retail rate in addition to our charges.
- 4.2 **Deductions:** You may not withhold payment of any invoice or other amount by reason of any right of set off or counterclaim which you may have, or allege to have, or for any reason whatever.
- 4.3 **Estimates:** From time to time we may provide an estimate for the work to be carried out. Where an estimate is provided it shall be regarded as an estimate only based upon the number of hours we anticipate the Job Order will take based on your instructions. We reserve the right to charge you a sum in excess of the estimate where the Job Order takes longer than estimated.
- 4.4 **Quotes:** We may also provide a fixed price quote for a Job Order. Quotations must be accepted within the time limited for acceptance in order to be valid.
- 4.5 **Payment:** Payment of the Price shall be of the essence and shall be due:
(a) **For non-account customers:** On completion of work;
(b) **For account customers:** within 7 days of invoice.
- 4.6 The Price may be paid by cash, direct payment to our bank account, or credit card.
- 4.7 Unless an invoice contains a manifest error, all invoices are deemed accepted by you 5 days after delivery to you.
- 4.8 **LATE PAYMENT PENALTIES**
Invoices not paid on time are liable for a late payment penalty fee of \$267+gst per month. As well as an interest charge at the rate of 2% per month on all sums outstanding.
- 4.9 Property Management Companies using the Maintenance Manager Application attract a \$10 administration charge per invoice, shown as van and administration charge.

5. Time for performance

- 5.1 Whilst we will use reasonable endeavours to ensure the start or completion of any Job Order by the dates agreed and achievement of agreed milestones by the dates agreed, having regard to the availability of personnel,

supplies, facilities and commitments to other customers, any dates quoted for the commencement or completion of a Job Order are estimates only and time shall not be of the essence. We shall not be liable to you for the late completion of any Job Order.

- 5.2 We may sub contract any part of the supply of Services.

- 5.3 Strikes, etc: We are 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 our reasonable control.

6.

7. Dispute Resolution Process

- 7.1 If you are unhappy with the work done, the quality of the workmanship or the price charged, you must notify our Operations Manager at info@watertight.nz in writing stating what you are unhappy with. We strive to maintain a high quality and professional service and will do our best to resolve any issues.
- 7.2 We try very hard to ensure that our workmanship is to your satisfaction, in the unlikely event that there is a claim for a refund or overcharge, please contact the office immediately on 0800 426 444 or info@watertight.nz If there has been an overcharge or a double payment to your credit card please send a PDF copy of your statement to the email above and you will be contacted promptly.

8. Ownership and risk of materials supplied with Job Order

- 8.1 **Ownership:** Any goods or 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 those goods or materials. We may require you to facilitate registration of a financing statement under the Personal Property Securities Act 1999 to give us a Perfected Security in any goods supplied.
- 8.2 **Risk:** All goods and materials are at your risk while on your premises or premises under your control. Any loss arising from theft, destruction or damage from whatever cause shall be borne by you. Please ensure they are covered by your insurance.

9. Consents

- 9.1 You are responsible for obtaining any consent or other authority necessary for the work, prior to requesting our commencement.

10. Cancellations

- 10.1 If you wish to cancel a Job Order and you have paid a deposit you must notify us within 72 hours of the start time of the Job Order for a full refund of the deposit.
- 10.2 If less than 72 hours' notice is given we are only obliged to refund 20% of the deposit.
- 10.3 If less than 12 hours' notice is given then there is no refund.
- 10.4 There is no charge to reschedule work.

11. Termination

- 11.1 Where you breach these Conditions and such breach is capable of remedy, we may terminate all agreements with you where you have been given reasonable notice of the breach and it has not been remedied within the time stipulated.
- 11.2 Otherwise, where you:

- (a) fail to make payment of the Price; or
- (b) commit any other breach of these Conditions;
- (c) any distress or execution shall be levied upon any of your property;
- (d) offer to make any arrangement with your creditors;
- (e) any bankruptcy petition is presented against you;
- (f) are unable to pay its debts as they fall due;
- (g) if being a Limited Company any resolution or petition to wind you up (other than for the purposes of amalgamation or reconstruction without insolvency) is passed or presented;
- (h) a receiver, administrator, administrative receiver, or manager is appointed over the whole or any part of your business or assets;

then all sums outstanding in respect of any Job Orders shall become payable immediately.

- 11.3 In addition, we may, in our absolute discretion, and without prejudice to any other rights we may have:

- (a) Suspend all future supply of Services to you; and/or
- (b) Terminate all Job Orders without liability on our part; and/or
- (c) Charge interest at the rate of 2% per month on all sums outstanding;
- (d) Collect any sums owing, in which case you shall be liable for any collection costs incurred on a solicitor / own client basis.

12. Warranties and insurance

- 12.1 In order to give you peace of mind, we carry insurance in respect of any negligent work carried out by us.

However, please read this clause and clause 11 to understand the extent of our liability to you.

- 12.2 Where the Services are supplied for personal, domestic or household use or consumption and the Consumer Guarantees Act 1993 applies to a Job Order;

- (a) If any of the Services fail to comply with any guarantee in the Consumer Guarantees Act, we will remedy the problem at no cost to you.
- (b) Without excluding our obligation under the Consumer Guarantees Act 1993, you acknowledge that we do not provide any express guarantees (as defined in that Act) other than those expressly confirmed by us in writing.

- 12.3 If the Goods are acquired by you for a business purpose, you agree that the Consumer Guarantees Act 1993 does not apply.

- 12.4 The following terms apply where the Consumer Guarantees Act 1993 does not apply to a Job Order or where the following terms are not inconsistent with the Consumer Guarantees Act 1993:

- (a) Defective Services or Services which do not comply with a Job Order may, at our discretion, be rectified, or the price refunded.
- (b) Any right which you may have to reject non-confirming or defective Services will only be effective if:
 - (i) You notify us in writing within 48 hours following completion of the Job Order.
 - (ii) We will not fix any problem so long as you are in default in relation to any amount owing.

- (c) We accept no liability for any claim by you, or any other person including, without limitation, any claim relating to or arising from:

- (i) Any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for purpose, tolerance to any conditions, merchant ability or otherwise, whether expressed or implied by law, trade, custom or otherwise, or;
- (ii) Any representation, warranties, conditions or agreements made by any agent or representative which are not expressed

confirmed by us in writing, or any services forming part of the supply of the Services which have been performed by any third party, and you agree to indemnify us against any such claim;

(iii) Where we cause damage and that damage arises from carrying out your instructions.

13. Exclusion of Liability

- 13.1 We shall be under no liability whatsoever to you for any indirect or consequential loss and/or expense (including loss of profit) suffered by you arising out of a breach by us of these Conditions.

- 13.2 In the event of any breach of these Conditions by us, your remedies shall be limited to damages. Our liability to you for claims arising out of negligence shall not exceed \$5 Million.

- 13.3 You shall indemnify us for all loss or damage arising by reason of your negligence or the negligence of your employees or contractors, or any breach by you of these Conditions.

- 13.4 You shall carry all necessary insurances to protect yourself from any damage or liability.

14. Privacy Act

- 14.1 You authorise us to use information collected from you and to collect information from third parties for purpose relating to performance under this agreement.

15. Confidentiality

- 15.1 Incidental to this agreement we may each be exposed to confidential information belonging to the other. We both agree that we will keep such information confidential and shall only use that information for the purposes of complying with our respective obligations under this agreement.

WEB SALES

Terms & Conditions for website sales can be found under the Terms and Conditions link on the Shop page of our website.

0800 426 444

info@watertight.nz