

# 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 one hours' labour and a van charge.

**Chargeable time includes travel to site and collecting materials and is not solely time spent onsite.**

#### Minimum Callout

<b>PLUMBING &amp; ELECTRICAL</b>	<b>Standard call out</b> (7:30am – 5:00pm)	<b>\$99+gst hr + \$49+gst</b> Hourly rate + van charge (per visit)	<b>\$148+gst</b> (\$170.20 incl)
	<b>After Hours</b> (5:00pm-7:30am)	<b>\$99+gst hr + \$280+gst</b> Hourly rate + A/H call out fee	<b>\$379+gst</b> (\$435.85 incl)
	<b>Public Holiday</b>	<b>\$99+gst hr + \$420+gst</b> Hourly rate + Public Holiday call out fee	<b>\$519+gst</b> (\$596.85 incl)

#### Minimum Callout

<b>GASFITTING</b>	<b>Standard call out</b> (7:30am – 5:00pm)	<b>\$99+gst hr + \$49+gst</b> Hourly rate + van charge (per visit)	<b>\$148+gst</b> (\$170.20 incl)
	<b>After Hours</b> (5:00pm-7:30am)	<b>\$99+gst hr + \$280+gst</b> Hourly rate + after hour A/H call out fee	<b>\$379+gst</b> (\$435.85 incl)
	<b>Public Holiday</b>	<b>\$99+gst hr + \$420+gst</b> Hourly rate + Public Holiday call out fee	<b>\$519+gst</b> (\$596.85 incl)
	<b>Gas Certificate</b>	<b>\$153.50+gst</b> (\$176.52 Incl)	

		Standard Rate	After Hours Rate
<b>OTHER SERVICES</b>	<b>Watermain Leak Detection</b>	<b>\$199+gst hr</b> (\$228.85 incl) P/H	<b>\$398+gst</b> (\$457.70 incl) P/H
	<b>Drain Unblocking</b> (Hydro Blast)	<b>\$245+gst hr</b> (\$281.75 incl) P/H	<b>\$525+gst</b> (\$603.75 incl) P/H
	<b>Camera Drain Inspection</b> (CCTV)	<b>\$245+gst</b>	
	<b>Service Location</b> (Power/gas etc)	(\$281.75 incl) per hour	
	<b>Backflow Test and Certificate</b>	<b>\$199+gst</b> (\$228.85 incl) first device (\$99+gst per device after that)	
	<b>Roof Leak Investigation</b> Two man team, temp seal, take photos and quote further work (not including access equipment)	<b>From \$480+gst</b> (\$552 incl) (minimum)	

1. Unless otherwise confirmed in writing, all call outs will be chargeable and invoices payable upon receipt.
2. Chargeable time includes travel to site and time collecting materials.
3. After hours means weekends and weekdays for any job going past 5pm.
4. Quotes or estimates over \$3,000 will attract a 30% deposit before commencement of work.
5. Payments can be cash, direct credit, or credit card (+3.25%). We are no longer able to accept cheques.
6. FIBRE INTERNET CABLES – Should we need to dig at any point – we take all care but no responsibility for fibre cables that are installed in a concealed manner and left unprotected or exposed. These are also untraceable.

# General

## Terms & Conditions of Trade

### 1. Conditions Applicable

- 1.1 A **Work Order or Job Request** (these terms may be used interchangeably) 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 following Conditions shall apply to all Work 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 Work Orders are an offer by you to engage us subject to these Conditions.
- 1.4 When we commence work under a Work Order it shall be conclusive evidence of your acceptance of these Conditions.

### 2. The Services we shall supply

- 2.1 You shall ensure that any Work 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.
- 2.2 Each Work 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 or verbal approval to proceed at various stages of the project and it shall be your representative's responsibility to carefully check and provide such approval before we are obliged to move to the next stage of the project. Any failure by your representative to provide written or verbal approval shall not affect the Price payable and we shall not be liable for any errors in a Work Order where the Work Order corresponds with a written approval signed by your representative.
- 3.3 Additional charges may be levied for any variations to the original Work Order on a time and materials basis.
- 3.4 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. Deposits may not be fully 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 **Charge Up Basis:** Where jobs have not been quoted or estimated or when we are not able to estimate the work required, you acknowledge that we will proceed on a Charge Up basis, meaning that you will be charged for time, materials, van charge and or other contracted services based upon our current Price List.
- 4.3 **Quotes:** We may provide a fixed price quote for a Job Order. Quotations must be accepted within the time limited for acceptance in order to be valid.
- 4.4 **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 Work Order takes longer than estimated.
- 4.5 **Payment:** Payment of the Price, unless otherwise agreed shall be due:  
(a) **For non-account customers:**  
On receipt of invoice;  
(b) **For approved customers:**  
within 7 days of invoice.
- 4.6 The Price may be paid by cash, direct payment to our bank account, or credit card. We no longer accept payment by Cheque.
- 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:** Invoices not paid on time are liable for an Account Management and Administration charge of \$245+gst per month.
- 4.9 **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.
5. **Time for performance**
- 5.1 Whilst we will use reasonable endeavours to ensure the start or completion of any Work Order by the dates agreed and achievement of agreed milestones by the dates agreed; these are subject to the availability of personnel, supplies, facilities and commitments to other customers.
- 5.2 Any dates quoted for the commencement or completion of a Work Order are estimates only and we shall not be liable to you for the late completion of any Work Order.
- 5.3 We may sub contract any part of the

supply of Services.

- 5.4 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. Dispute Resolution Process

- 6.1 If you are unhappy with the work done, the quality of the workmanship or the price charged, you must notify the Operations Manager in writing at [info@watertight.nz](mailto:info@watertight.nz) within 7 days of the completion of work, 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. Ownership and risk of materials supplied with Work Order

- 7.1 **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.
- 7.2 **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.

### 8. Consents

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

### 9. Cancellations

- 9.1 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.
- 9.2 If less than 72 hours' notice is given we are only obliged to refund 20% of the deposit.
- 9.3 If less than 12 hours' notice is given then there is no refund.
- 9.4 There is no charge to reschedule work.

### 10. Termination

- 10.1 Where you breach these Conditions and such breach 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.
- 10.2 Otherwise, where:
- (a) you 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) you offer to make any arrangement with your creditors;
- (e) any bankruptcy petition is presented against you;
- (f) you are unable to pay 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.
- 10.3 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 Work Orders without liability on our part; and/or
- (c) Add an Account Management and Administration charge of \$245+gst per month to invoices outstanding;
- (d) Collect any sums owing, in which case you shall be liable for any collection costs incurred on a solicitor / own client basis.
- 11. Warranties and insurance**
- 11.1 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 and 12 to understand the extent of our liability to you.
- 11.2 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.
- 11.3 If the Goods are acquired by you for a business purpose, you agree that the
- Consumer Guarantees Act 1993 does not apply.
- 11.4 The following terms apply where the Consumer Guarantees Act 1993 does not apply to a Work 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 Work 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 Work 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.
- 12. Exclusion of Liability**
- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 You shall carry all necessary insurances to protect yourself from any damage or liability.
- 13. Privacy Act**
- 13.1 You authorise us to use information collected from you and to collect information from third parties for purpose relating to performance under this agreement.
- 14. Confidentiality**
- 14.1 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](mailto:info@watertight.nz)