



Terms and conditions of trade

1. DEFINITIONS

1.1 "Plumbing Works Ltd" shall mean Plumbing Works Ltd, or any agents or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Plumbing Works Ltd.

1.3 "Products" shall mean:

1.3.1 all Products of the general description specified on the front of this agreement and supplied by Plumbing Works Ltd to the Customer; and

1.3.2 all Products supplied by Plumbing Works Ltd to the Customer; and

1.3.3 all inventory of the Customer that is supplied by Plumbing Works Ltd; and

1.3.4 all Products supplied by Plumbing Works Ltd and further identified in any invoice issued by Plumbing Works Ltd to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5 all Products that are marked as having been supplied by Plumbing Works Ltd or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Plumbing Works Ltd; and

1.3.6 all the Customer's present and after-acquired Products that Plumbing Works Ltd has performed work on or to or in which goods or materials supplied or financed by Plumbing Works Ltd have been attached or incorporated.

1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 "Products and Services" shall mean all products, services, goods, and advice provided by Plumbing Works Ltd to the Customer and shall include without limitation all plumbing services and the supply of associated products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Plumbing Works Ltd to the Customer.

1.5 "Price" shall mean the cost of the Products and Services as agreed between Plumbing Works Ltd and the Customer and includes all disbursements e.g., charges Plumbing Works Ltd pay to others on the Customer's behalf subject to clause 4 of this contract.



2. ACCEPTANCE

2.1 Any instructions received by Plumbing Works Ltd from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

3.1 The Customer authorises Plumbing Works Ltd 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, or marketing any Products and Services provided by Plumbing Works Ltd to any other party.

3.2 The Customer authorises Plumbing Works Ltd to disclose any information obtained to any person for the purposes set out in clause 3.1.

3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Plumbing Works Ltd at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Plumbing Works Ltd between the date of the contract and delivery of The Products and Services.

5. PAYMENT

5.1 Payment for Products and Services shall be made in full on or before the 7th day following the date of the invoice ("the due date").

5.2 Interest may be charged on any amount owing after the due date at the rate of 4.5% per month or part month.

5.3 Any expenses, disbursements and legal costs incurred by Plumbing Works Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including solicitor's fees or debt collection agency fees.

5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.5 A deposit may be required.

6. PROPOSAL

6.1 Where a proposal is given by Plumbing Works Ltd for Products and Services:

6.1.1 Unless otherwise agreed the proposal shall be valid for thirty (30) days from the date of issue; and



6.1.2 The proposal shall be exclusive of goods and services tax unless specifically stated to the contrary.

6.1.3 Plumbing Works Ltd reserve the right to alter the proposal because of circumstances beyond its control.

6.2 Where Products and Services are required in addition to the proposal the Customer agrees to pay for the additional cost of such Products and Services.

7. AGENCY

7.1 The Customer authorises Plumbing Works Ltd to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.

7.2 Where Plumbing Works Ltd enters a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

8.1 Title in any Products and Services supplied by Plumbing Works Ltd passes to the Customer only when the Customer has made payment in full for all Products and Services provided by Plumbing Works Ltd and of all other sums due to Plumbing Works Ltd by the Customer on any account whatsoever. Until all sums due to Plumbing Works Ltd by the Customer have been paid in full, Plumbing Works Ltd has a security interest in all Products and Services.

8.2 If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with Plumbing Works Ltd until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall deemed to be assigned to Plumbing Works Ltd as security for the full satisfaction by the Customer of the full amount owing between Plumbing Works Ltd and Customer.

8.3 The Customer gives irrevocable authority to Plumbing Works Ltd to enter any premises occupied by The Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if Plumbing Works Ltd believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. Plumbing Works Ltd shall not be liable for any costs, damages, expenses, or losses incurred by the Customer or any third party because of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Plumbing Works Ltd may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as Plumbing Works Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

8.4 Where Products and Services are retained by Plumbing Works Ltd pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ('PPSA') and to object under s.121 of the PPSA

8.5 The following shall constitute defaults by the Customer:



8.5.1 Non-payment of account by the due date or agreed payment terms between Plumbing Works Ltd and the Customer.

8.5.2 The Customer intimates that it will not pay any sum by the due date. or agreed payment terms between Plumbing Works Ltd and the Customer.

8.5.3 Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Service.

8.5.4 Any Products and Services In the possession of the Customer are materially damaged while any sum due from the Customer to Plumbing Works Ltd remains unpaid.

8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for Five (5 working days)

8.5.7 Any material adverse change in the financial position of the Customer.

8.6 If the Credit Repossession Act applies to any transaction between the Customer and Plumbing Works Ltd, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

9. SECURITY INTEREST FOR SERVICE PROVIDERS

9.1 The Customer gives Plumbing Works Ltd a security interest in all the Customer's present and after-acquired property that Plumbing Works Ltd has performed services on or to or in which goods or materials supplied or financed by Plumbing Works Ltd have been attached or incorporated.

10. GENERAL LIENS

10.1 The Customer agrees that Plumbing Works Ltd may exercise a general lien against any Products and Services or property belonging to the Customer that is in the possession of Plumbing Works Ltd for all sums outstanding under this contract and any other contract to which the Customer and Plumbing Works Ltd are parties.

10.2 If the lien is not satisfied within Five (5 working days) of the due date Plumbing Works Ltd may, having given notice of the lien at its option either

10.2.1 Remove such Products and Services and store them in such a place and in such a manner as Plumbing Works Ltd shall think fit and proper and at the risk and expense of the Customer or

10.2.2 Sell such Products and Services, or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

11. DISPUTES

11.1 No claim relating to Products and Services will be considered unless made in writing within ten (10) days of service.



12 LIABILITY

12.1 The Consumer Guarantees Act 1993, the Fair-Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Plumbing Works Ltd which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Plumbing Works Ltd, Plumbing Works Ltd.'s liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

12.2 Except as otherwise provided by clause 12.1, Plumbing Works Ltd shall not be liable for

12.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products and Services by Plumbing Works Ltd to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Plumbing Works Ltd to The Customer; and

12.2.2 The Customer shall indemnify Plumbing Works Ltd against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising because of the negligence of Plumbing Works Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by Plumbing Works Ltd its agents or employees in connection with the Products and Services.

12.3 If, contrary to the disclaimer of liability contained in these terms and conditions of trade, Plumbing Works Ltd is deemed to be liable to the Customer, following and arising from the supply of Services by it to the Customer, then it is agreed between Plumbing Works Ltd and the Customer that such liability is limited in its aggregate to a mutually agreed amount.

13. WARRANTY

13.1 Manufacturer's warranty applies where applicable.

14. CONSUMER GUARANTEES ACT

14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where The Customer acquires Products and Services from Plumbing Works Ltd for the purposes of a business in terms of section 2 and 43 of that Act.

15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

15.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Plumbing Works Ltd agreeing to supply Products and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Plumbing Works Ltd the payment of any and all monies now or hereafter owed by the Customer to Plumbing Works Ltd and indemnify Plumbing Works Ltd against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.



16. MISCELLANEOUS

16.1 Plumbing Works Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

16.2 Failure by Plumbing Works Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Plumbing Works Ltd has under this contract.

16.3 If any provision of this contract shall be invalid, void, or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

16.4 The Construction Contracts Act 2002 will be always adhered to by Plumbing Works Ltd. and Customers throughout, and closure of any, and all contracts.