



Terms & Conditions of Trade

1. Definitions:

- 1.1 "The Seller" means Charlton Hurrell Drainage Ltd 1996.
- 1.2 "The Customer" means the person agent or entity who engages the seller for the services.

2. Payment

- 2.1 Payment is due on the day of invoice unless other payment terms arrangements are made prior to the commencement of the work.
- 2.2 Late payments may incur a 2% per month late payment fee. We reserve the right to backdate this if necessary.
- 2.3 Third party payee - where agreed with "The Customer", "The Seller" may invoice a third party including but not limited to, an insurance company, the EQC, the CCC or a neighbour. Should the third party fail to make payment, then the full responsibility of the payment remains with the original customer who engaged us to undertake the works. Where necessary "The Seller" will cooperate with any small claims courts reports, although there may be some costs associated with this.
- 2.4 Payment made using Visa or Mastercard will at our discretion attract an additional 2% payment fee as levied by the banks.
- 2.5 Any and all fees and costs incurred in debt collection to be paid by "The Customer"
- 2.6 Until payment is made ownership of the goods remain property of "The Seller"

3. Construction Contracts Act 2002

- 3.1 The clause constitutes agreement by "The Seller" and "The Customer" on all aspects of the Construction Contracts Act 2002.
- 3.2 All invoices constitute a payment claim under the act.
<http://www.legislation.govt.nz/act/public/2002/0046/latest/DLM163059.html>

4. Limitation of Liability

- 4.1 "The Seller" shall not be liable for loss or damage arising directly or indirectly from in failure or delay to perform its obligations
- 4.2 Where "The Seller" is found to be liable to "The Customer", the maximum cost payable will not exceed the value of services provided.
- 4.3 "The Seller" will not be held liable for errors and omissions
- 4.4 When "The Seller" has undertaken CCTV inspection or property inspection we make recommendations with best efforts and in good faith, however if something is missed either due to visibility issues or oversight "The Seller" will not be held liable.
- 4.5 "The Seller" recommends you seek independent professional engineering advice before relying solely on our suggestions. Should the implemented recommendation not fully resolve your issues then "The Seller" will not be held liable for any losses or additional costs.

5. Miscellaneous

- 5.1 If anything in this agreement is unenforceable, illegal or void it is severed and the rest of this agreement remains in force.
- 5.2 Commencement and completion dates advised are guidelines only and do not form part of our contract with you.
- 5.3 Responsibility for obtaining correct council permits lies with "The Customer"
- 5.4 "The Seller" may at any time return deposits paid and cancel a quoted job.
- 5.5 "The Customer" by engaging "The Seller" to complete works signifies a full and total acceptance of these terms and conditions.