



## Terms of Trade

Wharepapa Landholdings Ltd  
T/A Northland's Small Job Man

The following constitute the terms and conditions of business between us, the Supplier of goods and services, and you, the client:

1. Price - Where an estimate has been given for work to be performed, that estimate remains valid for 30 working days.
  - 9.1 Your acceptance of our estimate/offer must be confirmed in writing, prior to the commencement of work.
  - 9.2 We may withdraw that estimate at any time before acceptance.
  - 9.3 The estimate is based on costs and charges applicable at the date of estimation. Any changes in costs arising from sources beyond our control (for example, changes in prices charged by suppliers to us, or government charges) shall be to your account.
  - 9.4 Where there is work to be done that is outside of the agreed estimate, it will be done on a 'Charge-Up' basis and the standard charge-out rates will apply.
  - 9.5 An initial site visit is provided complimentary, further site visits may be charged at our sole discretion, based on an hourly rate + GST + mileage.
2. Exclusions -
  - Testing to establish any presence of harmful materials or drug manufacturing contamination.
  - All preparation of substrate surfaces to remove any contaminants such as paints, oils, release, curing and forming compounds, and drug manufacturing contamination.
  - Removal of harmful materials such as Asbestos.
  - Replacement of unsuitable condition floor and wall substrates.
3. Payment - Payment of the claimed amount is due in full on completion, no later than 7 days after receiving the invoice. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments covering work done and costs incurred up to the date of the invoice. If you disagree for any reason with the claimed amount, you will respond to us in writing before the payment is due. Overdue payments shall attract an account service fee of \$150 + GST if not paid by the due date and an additional \$150 + GST for each 7-day period the payment is overdue. Any expenses incurred by us in recovering this debt shall be added to your account. At our sole discretion a 50% deposit may be required up-front for jobs estimated to exceed \$2,000 + GST. The deposit amount will be stipulated at the time of the order of the Goods/Services and shall become immediately due and payable.



4. Disputes - If any dispute or difference arises in connection with work done or payments claimed by us, or any other matter pertaining to business between us and you, we or you shall refer the dispute to third-party adjudication.
5. 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 those goods and materials.
6. 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.
7. Access - You shall give us access to the site and provide proper facilities for carrying out the work including use of any existing goods or passenger lifts, cranes, hoists and builder's scaffolding. Unless specified otherwise, the contract does not include any structural or other alteration to any part of the building. Access and facilities shall be provided within a reasonable time after acceptance of this contract or at a date notified by you and agreed on by us in writing. You shall inform us of any hazards in the workplace to which we may be exposed in working on your premises.
  - 6.1 Site Power is to be provided by the Property Owner/Manager and an area for site working made available.
  - 6.2 Clear access is required to all applicable areas at time of Contract work. Please advise if access is difficult as this may affect Contract Programme.
  - 6.3 Electrical work, unless specified in the Contract Scope of Works, which is found to be necessary during the course of the Contract is not part of this Contract
  - 6.4 Plumbing work, unless specified in the Contract Scope of Works, which is found to be necessary during the course of the Contract is not part of this Contract.
  - 6.5 Waterproofing work, unless specified in the Contract Scope of Works, which is found to be necessary during the course of the Contract is not part of this Contract.
8. Time to completion - We will complete the work within a reasonable time and will endeavour to meet any target date you make known to us. Should it be necessary to work outside ordinary working hours to meet your completion target or due to any other circumstances outside our control, you shall be liable for any extra cost incurred.
9. Consents - You are responsible for obtaining any consent or other authority necessary for the work, and will provide that to us on request.
  - 9.1 Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent and at your expense, or, we may request that you sign a liability waiver, and agree to indemnify and hold harmless, Wharepapa Landholdings Limited and its directors, employees, contractors, and agents from any



claims, costs, penalties, or losses resulting from non-compliance with council requirements or legal obligations related to the work.

9.2 All work requiring consent and/or any Restricted Building Work (RBW) shall be carried out by a Licensed Building Practitioner (LBP) working through Northland's Small Job Man. All LBPs work under the code of ethics for Licensed Building Practitioners (LBPs) which is enforceable by the Building Practitioners Board, a summary of which can be found here: <https://www.lbp.govt.nz/for-lbps/code-of-ethics/>

10. Warranty - We guarantee that we will remedy any defective workmanship and replace any faulty material (supplied by us) that is reported to us in writing within 90 days of completion of the contract. This performance guarantee does not extend to any goods or materials supplied by you. In the case of work covered by the Consumer Guarantees Act 1993, this warranty is in addition to any rights you may have under the Act. In addition, any work conducted by an LBP through Northland's Small Job Man will be subject to the applicable LBP warranties, and provided by the specific LBP engaged to carry out the work.
11. 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.
12. Variations - Once our estimate/quotation/offer has been accepted, no variation to the scope of work, or to these terms and conditions, shall be valid unless agreed in writing.
  - 9.1 Significant changes to the original scope of work or repeated revisions to estimates - outside of minor clarifications - will be charged at an hourly rate of \$85 + GST. This includes time spent consulting, re-scoping, and preparing revised estimates or documentation. We encourage clients to have a clear idea of their requirements before requesting a formal estimate to avoid unnecessary time and cost.
13. Plans and specifications - 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.
14. Privacy Act - You authorise us to use information collected from you and to collect information from third parties for purposes relating to performance under this agreement. We are not obligated to supply individual pricing as it compromises our intellectual property.
15. Disclaimer - You hereby disclaim any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to you by us and you acknowledge that you buy any goods relying solely upon your own skill and judgement and that we shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to you and shall not be transferable to any subsequent buyer.



16. Liability - Unless provided with up-to-date, accurate plans of underground services we are not liable for any damages.