

Terms and Conditions of Trade

Definitions

Approved Wastewater means offices, warehousing and equipment of Approved Wastewater Limited, its successors and assigns, or any person authorised to act on behalf of the company.

Purchaser means the company or individual purchasing Goods and Services from Approved Wastewater as detailed in any quotation, order, invoice or other document and if there is more than one company or individual referenced in these documents then they will be jointly and severally liable for the document.

Goods means all goods and services supplied by Approved Wastewater.

Third Party means a third party contractor, local body or Government Agency engaged as a subcontractor or Local Body or Government Agency to assist with documentation or services as detailed in the quotation.

Price means the price payable, as agreed to by Approved Wastewater and the purchaser, including GST and any other Government Taxes detailed at the time of quotation.

Acceptance

The purchaser, by signing this document is immediately bound, jointly and severally, by Approved Wastewater Terms and Conditions of Trade

The purchaser may introduce a third party to act on their behalf. Any changes to the agreed works by the third party (representative) will have legal binding on the purchaser. The purchaser will be liable for any additional costs incurred by the third party.

Variations will be confirmed in writing stating the scope of the work and changes in compliance requirements. We reserve the right to charge an administration fee should variations entail additional paper work at the current hourly rate. An Account Application form and/or Technical Specification Brochure form part of the terms and conditions of this agreement.

Customer Change of Control (Name)

Any change in purchaser's details will not reduce the liability of the purchaser from the agreed cost and amendments.

Scope of work

We undertake to carry out the work as quoted with reasonable skill and care and to carry out the work within the time frames agreed on acceptance of our proposal. Unless otherwise agreed the client shall be responsible for obtaining consents. If we are required to obtain consents there we will charge on a time and material basis. The purchaser shall be responsible for ensuring the specified goods and services ordered are suitable for the intended use and meet all legal requirements unless otherwise specified.

Access

The clients will allow or arrange access to the site for the purpose of carrying out the work; we will not accept responsibility for delays that result from restricted access caused by the client or other parties.

Health and Safety

We will adhere to the rules and procedures of the Work and Safety Act and will not be responsible for delays caused by others who do not follow the correct work site safety policy.

Delays

We will not be responsible for late completion and we reserve the right to pass on costs incurred as a result of events beyond our control including but not confined to;

other trades late in finishing, materials promised by the client and not being available.

Any act of god, war, terrorism, strike, lockout, industrial action, fire, flood, or other event beyond reasonable control of either party.

Ownership

You agree that Title in any goods supplied is reserved by us until receipt of full payment. You understand and accept that we have the right under the Wages Protection and Contractors' Liens Repeal Act 1987 to retain possession of goods until goods and services are paid. We are entitled (for ourselves or through any agent or employee) to come on to any land where the goods are stored or installed to uplift and remove any goods supplied, and to sell those goods if necessary to recover unpaid monies. No responsibility for any loss is accepted by us in this eventuality. We may also register title to all our present and after-acquired property including but not confined to goods supplied by us and itemised on a tax invoice, and/ services supplied by us, and the proceeds from those goods supplied in whatever form they may be in against your name on the Personal Property Security Register (PPSR). You agree that all Fittings, Hardware supplied are designed to be removable and so these items form part of the installation not the building and are covered by our PPSR registration. You agree that in the event where you are holding retentions on behalf of us we understand that it is a legal requirement that you set those amounts aside and agree that we have the right to register an interest in that retention on the PPSR and that we will come ahead of any other security. You waive your right to receive a copy of the PPSR verification statement. You understand that payments will be allocated against labour components of invoices first.

Insurance

Approved Wastewater carries Public Liability insurance but the purchaser must insure the value of the work covered by this contract before the building work starts.

Payments

Payment is due upon receipt of each invoice unless specified otherwise. This includes all invoices for stage completions where there is future work to be done and charged. We reserve the right to ask for a deposit before work commences, as included in Approved Wastewater's quote. We reserve the right to allocate payments received against labour first then materials and fittings. Where payments are late by more than 7 days of due date, we reserve the right to charge late payment fees of 7.5% for each 7 days past invoice date, collection charges and collection costs based on actual costs to Approved Wastewater. Payment date will be that agreed to at the time included in the quotation or, if not included, upon receipt of invoice.

Disputes

Where disputes arise and cannot be resolved the procedure outlined in the Construction Contracts Act will apply. This means both parties are subject to independent arbitration.

Liability

In the event that we are deemed to be liable to the client then our liability is limited to the cost of the contract/invoice.

Defects

We undertake to rectify any faults as required by law. The client must advise us within 30 days if they are not satisfied with any aspect of the job. Our maintenance and warranty period starts when our work has been completed and not when the other contractors have finished.

Privacy

I/we give authority to any person or company to provide you with any information required to process this application and I/we agree to you furnishing any third party details of this application and any future dealing I/we may have as a result of this application.

Consumer Guarantee Act 1993

The guarantees contained in the Consumer Guarantee Act 1993 do not apply to goods and services that are supplied for the purpose of business or use by a business.

Title

Ownership of the goods supplied remain the property of Approved Wastewater until cleared funds covering Approved Wastewater's tax invoice has been made. The purchaser will remain responsible for Approved Wastewater's goods supplied until ownership is passed to the purchaser.

Defects and Warranties.

The purchaser will inspect the goods at the time of delivery and prior to installing in the ground to ensure they meet the agreed specifications.

Goods are not to be installed into the ground where the purchaser believes they have concern with the goods. The purchaser is to contact Approved Waste Water to request a check of the product by both Approved Waste Water and the purchaser.

Acceptance

Acceptance of Approved Waste Water's Terms and Conditions of Trade can be by signing a copy of the Terms and Conditions, signing and accepting the accompanying quote, or emailing Approved Wastewater acknowledging that you have a copy of the Terms and Conditions of Trade and accept these Terms.

The person signing the document or emailing acceptance must be a Director of the Company or a person authorised to action on behalf of the company or Purchaser.

By signing this document, it will bind the purchaser for all future quotes from Approved Wastewater and the payment instalment terms of each quote, as set out in the quote specifications.

The Account Application form (where applicable) and Technical Specification document form part of the Terms and Conditions of this agreement.

I/ we Accept the Terms and Conditions of Trade and the Technical specification document

Purchaser Company Name

Authorised Signature

Name**Title**

Name and Address of Director (if not the signatory)

Date _____