

Hindmarsh Drainage Contractors Ltd.  
Terms and Conditions of Trade:

1. Definitions:

1.1 "The Seller" refers to Hindmarsh Drainage Contractors Ltd. 2019

1.2 "The Customer" refers to the individual, agent, or organisation that hires the seller to provide the services.

2. Payment

2.1 Unless alternate payment conditions are negotiated before the work is started, payment is required on the invoice date.

2.2 A 2% monthly late payment fee may apply to late payments. If required, we reserve the right to backdate this.

2.3 Third party payee - When "The Customer" and "The Seller" have agreed, "The Seller" may send an invoice to a third party, such as the EQC, an insurance company, the CCC, or a neighbour. "The Seller" will participate with any small claims courts reports, although there may be extra costs applied with this. The original customer, who engaged us to undertake the works, is still fully liable for the payment should the third party fail to make payment.

2.4 We reserve the right to charge an additional 2% bank-imposed payment fee for payments made using Visa or Mastercard.

2.5 "The Customer" is responsible for paying any and all fees and charges associated with collecting debt.

2.6 "The Seller" retains ownership of the goods until payment is received.

3. Construction Contracts Act of 2002

3.1 The clause serves as "The Seller's" and "The Customer's" consent to the provisions of the Construction Contracts Act of 2002.

3.2 Every and all invoices constitutes a payment claim under the act.

<http://www.legislation.govt.nz/act/public/2002/0046/latest/DLM163059.html>

4. Liability Limitation

4.1 "The Seller" is not responsible for any loss or damage that results from the failure or delay in fulfilling its obligations, whether directly or indirectly.

4.2 In the event that "The Seller" is held accountable to "The Customer," the total amount owed will not be greater than the cost of the services rendered.

4.3 "The Seller" won't be held accountable for any errors or omissions.

4.4 When "The Seller" has conducted a CCTV inspection or property inspection, we provide suggestions with our best efforts and in good faith; nevertheless, if something is overlooked due to visibility concerns or oversight, "The Seller" will not be held liable.

4.5 Before relying only on our recommendations, "The Seller" advises independent professional engineering advice. The Seller will not be held responsible for any losses or additional expenses if the adopted recommendation does not completely solve your problems.

5. Miscellaneous Information

5.1 If any part of this agreement is invalid, illegal, or unenforceable, that part is severed, and the rest of the agreement is still valid.

5.2 The start and end dates provided are simply recommendations and are not a part of our contract with you.

5.3 "The Customer" is responsible for getting the proper council permits.

5.4 "The Seller" is free to cancel a quoted project and return any deposits paid at any time.

5.5 "The Customer" accepts these terms and conditions in full by hiring "The Seller" to do the service.