

## Terms and Conditions of Trade

No one likes the small print

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you, the homeowner.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Iconic Plumbing & Gas Ltd** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions please contact us on **022 400 8820** or via email **info@iconicpg.co.nz**. If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

**You can contact us the following ways: Office Number**

022 400 8820

**Mobile Number**

022 400 8820

**Email**

info@iconicpg.co.nz

**Instagram**

@iconic\_plumbing\_gas

**Our Charges**

- **Call out fee Minimum 1 hour- Plumber : Including Admin & Vehicle Milage charge \$140+gst**
- **Call out fee Minimum 1 hour- Gasfitter : Including Admin & Vehicle Milage charge \$160+gst**
- **After Hours call out fee Minimum 1 hour charge - \$250+gst 1st hour, \$140+gst every hour after**
- **All Chargeable time after the first hour is based in 15minute increments of the rates below**

**Technician - Plumber**

\$100+gst

**Technician - Gasfitter**

\$120+gst

**Vehicle/Administration Service Charge**

\$40+gst

**After Hours Call Out Fee**

\$250+gst

**Cancellation Fee ( within 24 hours )**

\$50+gst

**Overdue Invoice Charge**

\$50+gst

**Monthly Compounding Interest Charge**

2.00% of total invoice amount owing

**After Hours Call Out Fee**

We define our normal hours of business from 7.30am-4.30pm Monday to Friday. Work done outside of these hours is subject to an after hours call out fee.

**Call Out Fee**

A call out fee is a one-off charge. We have to cover the cost of the administration for your job.

**Vehicle Service Fee**

This charge is used to cover the cost of running the vehicles.

### **Parking Permits/Tolls/Paid Parking**

If in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.

### **Additional Travel to the Job Site**

We allow up to 30 minutes travel time to your site. This cost is covered in the call-out fee. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

### **Additional Travel Back to Office/Workshop**

In some circumstances, if your property is located outside of normal travel routes, you may be charged for the time it takes for the tradespeople to travel back to the office/workshop. If it is more than 30 minutes, you may be charged for the extra time it takes the tradespeople to reach their destination. We as a firm, believe that it is good practice to pay the tradespeople when they are travelling for more than 30 minutes. The exception to this is normal travel to and from home in peak motorway traffic. This condition usually applies to work outside of the city. After Hours Work

If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates.

### **Cancellations/Rescheduling Appointments**

- We are always happy to reschedule a job booking free of charge.
- If you need to cancel your booked job, please provide us with at least 24 hours notice.
- A cancellation fee may apply to appointments that are not cancelled within 24 hours of your appointment.

### **Payment**

- For call-out jobs and emergency jobs, payment is due when the work is complete, unless we have made other arrangements. If you have been sent an invoice, payment is due as per the payment date on the invoice.
- Once your job is complete, you will be sent a final invoice by email.
- Please let us know before work commences if you would prefer an invoice to be mailed to you, as our default communication is email.

### **Deposits**

- Some jobs will require a deposit before work commences

- If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely, if payment is late or delayed.

### **Progress Invoices**

- Progress invoices are claims for work done on site, before the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.

- As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.

- If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.

- We reserve the right to stop work if progress payments have not been made.

### **Discounts**

- Discounts applied to your account are administered at our discretion.

- Discounts may be revoked and the full amount may be charged to you if an invoice remains unpaid for more than 20 days or any other agreed date.

### **Disputed Invoices**

- If you need to discuss any aspect of payment, please contact us immediately.

- If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.

### **Unpaid Accounts**

- If payment remains outstanding for over 7 days from the invoice due date a late fee of \$50 may be added to your account at our discretion.

- We reserve the right to charge 2% compounding interest on a monthly basis for overdue accounts.

- Debt Collection costs may be added to invoices that remain outstanding for over 21 days from the due date.

### **Workmanship & Materials Guarantee**

- Iconic Plumbing & Gas warrants that all work performed under this Contract, including but not limited to the installation of materials, construction, and any other services provided, will be carried out with reasonable care and skill, and will be free from defects in workmanship for a period of 2 years from the date of completion of the Works

- Materials supplied by us have a manufacturer guarantee of not less than one year
- All Materials supplied and sold by Iconic Plumbing & Gas Ltd are at RRP, unless agreed upon prior
- All materials and products supplied will remain the property of Iconic Plumbing & Gas until paid in full

### **Products & Materials - Customer supplied**

- Fixtures and products supplied by the client will not be covered under warranty through Iconic Plumbing & Gas, Workmanship Guarantee will cover installation only.
- Any faulty or defect products will require the customer to rectify with the supplier where said products were purchased

### **Iconic Plumbing & Gas Ltd - 9429052326554**

[17/11/2024]

Thank you for choosing us.

Please read the terms of trade listed below. You can accept these terms by clicking on the link in the email that this document was attached to. These terms need to be accepted before we begin work at your property.

### **1. Application of Terms of Trade**

1.1....These terms apply to all trade between [insert client company name] and Iconic Plumbing & Gas Ltd. These terms are effective from the above date until these terms of trade are replaced by another document. Unless the context requires otherwise, the following definitions shall apply to these terms of trade.

2. **Definitions** : Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

2.1.... Iconic Plumbing & Gas Ltd means 'The Company Limited' and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies. "Customer" means the customer who opened an account or the person that the account was created for. These terms of trade include the Customer's trustees, executors [if an individual or successors], permitted assigns, and/or administrators.

2.2...."Goods" means the goods supplied to the Customer by Iconic Plumbing & Gas Ltd which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by Iconic Plumbing & Gas Ltd in respect of the goods.

2.3...."PPSA" means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

2.4....“PPSR” means the Personal Property Securities Register under the PPSA.

### **3. Payment**

3.1....The Customer shall pay in full for the goods and services no later than the date specified on the Company's invoice. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which Iconic Plumbing & Gas Ltd may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, Iconic Plumbing & Gas Ltd (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest on the amount outstanding from due date until payment.

3.2....The price for the goods and services supplied by Iconic Plumbing & Gas Ltd shall become immediately payable, regardless of any other terms of payment, and Iconic Plumbing & Gas Ltd may take immediate action to recover the price. This includes if the Customer is in default under any agreement with Iconic Plumbing & Gas Ltd or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

### **4. Withdrawal of Credit**

4.1.... Iconic Plumbing & Gas Ltd may at any time, in its sole discretion, withdraw the provision of credit to the Customer.

### **5. Delivery and Return**

5.1....Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from Iconic Plumbing & Gas Ltd premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

5.2.... Iconic Plumbing & Gas Ltd may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Iconic Plumbing & Gas Ltd (whether payment is due or not).

5.3....If [Iconic Plumbing & Gas Ltd is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) Iconic Plumbing & Gas Ltd may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

5.4....Goods will only be accepted for return with the prior approval of Iconic Plumbing & Gas Ltd. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by Iconic Plumbing & Gas Ltd.

### **6. Risk**

6.1....Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

6.2....The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to Iconic Plumbing & Gas Ltd. The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

## **7. Ownership**

7.1....Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company.

7.2....Notwithstanding the provisions of clause 6.1 regarding Iconic Plumbing & Gas Ltd ownership of any sale proceeds, until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

## **8. Enforcement and PPSA**

8.1....The Customer irrevocably gives Iconic Plumbing & Gas Ltd and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if [Iconic Plumbing & Gas Ltd has cause to exercise any rights it has under section 109 of the PPSA.

8.2....The Customer indemnifies Iconic Plumbing & Gas Ltd for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

8.3....The Customer waives its right under the PPSA to receive any verification statement from Iconic Plumbing & Gas Ltd.

8.4....The Customer shall immediately notify Iconic Plumbing & Gas Ltd] in the event that the Customer changes its name.

## **9. Representations, Warranties, Terms and Conditions**

9.1....To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between Iconic Plumbing & Gas Ltd and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by Iconic Plumbing & Gas Ltd to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business. 9.2.... If Iconic Plumbing & Gas Ltd shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are

supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

9.3....Under no circumstances will Iconic Plumbing & Gas Ltd be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

## 10. Privacy

10.1.... The Customer agrees that Iconic Plumbing & Gas Ltd may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of Iconic Plumbing & Gas Ltd business, including credit assessment and debt collecting. The Customer consents to any person providing Iconic Plumbing & Gas Ltd with such information.

10.2....The Customer agrees that Iconic Plumbing & Gas Ltd may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

10.3....Without limiting the provisions of clauses 9.1 and 9.2, the Customer understands that:

a) Iconic Plumbing & Gas Ltd is asking the Customer for personal information about the Customer for the purpose of:

i. obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of Iconic Plumbing & Gas Ltd opening or reviewing a trading account for the Customer, and.

ii. registering the security interest created by clause 6.1 under the PPSA;

b) Iconic Plumbing & Gas Ltd will give the Customer's personal information to:

i. a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

ii. the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

c) The credit reporting bureau will provide Iconic Plumbing & Gas Ltd with information about the Customer for the purposes outlined in clause 9.3(a)(i), and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too. d) The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

e) If the Customer defaults in the Customer's payment obligations to Iconic Plumbing & Gas Ltd, information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the Customer.

f) The Customer has a right of access to, and may request correction of, personal information held by [Iconic Plumbing & Gas Ltd or a third party about the Customer. For those purposes, the Customer understands that he or she may contact Iconic Plumbing & Gas Ltd at the address set out in the application for credit account to which these terms of trade relate, for information.

## **11. Amendment**

Iconic Plumbing & Gas Ltd may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by Iconic Plumbing & Gas Ltd to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of Iconic Plumbing & Gas Ltd.

## **12. General**

12.1....Unless expressly provided otherwise in any written agreement between Iconic Plumbing & Gas Ltd and the Customer, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between Iconic Plumbing & Gas Ltd and the Customer relating to the supply of goods and services by Iconic Plumbing & Gas Ltd to the Customer.

12.2....Each provision of these terms of trade is severable in whole or in part and, if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable provision shall be affected and the remainder of these terms of trade shall remain in full force and effect.

12.3....These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. Iconic Plumbing & Gas Ltd and the Customer shall submit to the non-exclusive jurisdiction of the Courts in your Country.

## CONSTRUCTION CONTRACTS TERMS OF TRADE

- 1. Acceptance:** Engaging the Contractor to carry out Work or acceptance of a Quote provided by the Contractor constitutes acceptance by the Client of these terms. These terms will apply to all services provided by the Contractor (unless otherwise agreed in writing).
- 2. Contractor Responsibilities:** The Contractor will: carry out the Work with reasonable skill and care, in accordance with the plans and specifications (if any), the Building Act 2004, the Building Code and any building consents issued in respect of the Work; and comply with all health and safety legislation in carrying out the Work, including having all appropriate site documentation carried out and checked on a regular
- 3. Client responsibilities:** Unless otherwise agreed in writing, the Client is responsible for: ensuring that all plans and specifications supplied to the Contractor in respect of the Work are accurate; providing any materials, plant, and equipment required for the Work expressed to be 'client supplied' or 'owner supplied', and ensuring that such materials comply with the Building Code and are fit for purpose, and all plant and equipment complies with all health and safety legislation, codes and requirements; surveying the Site and advising the Contractor of boundaries and the specific location of underground utilities; ensuring that it has sufficient title or other legal entitlement to the Site to allow the Work to be carried out, and that the Contractor has sufficient access to the Site to carry out the Work. If the Client fails to provide sufficient access and causes the Work to be delayed an extension of time to the Finish Date shall be granted; advise the Contractor of any particular hazards relating to the Site, and take all practicable steps to ensure the Client's own safety throughout the Work and cooperate fully in implementing the Contractor's health and safety and environmental policies and procedures and obligations under the relevant health and safety legislation; ensuring that it has sufficient funds or finance to meet its financial obligations when they fall due (and the Contractor may at any time (whether before or after the Start Date) require that proof of such funds or finance is provided); and obtaining all necessary consents for the Work (including for any Variations) and for obtaining a code compliance certificate (if required) when the Work is complete. (To enable the Contractor to comply with its obligations above, the Contractor may require that the Client provides it with a copy of all necessary consents before commencing the Work or any Variation.)
- 4. Start Date and Completion Date:** Subject to receiving sufficient access as set out above, the Contractor will commence the Work on the Start Date, and complete the Work by the Completion Date, in each case subject to any extensions of time to which it is entitled under clause 8.
- 5. Payment:** Invoices will be submitted on certain milestones as set out in the Quote. If milestones are not provided for in the Quote, the Contractor will issue invoices on a regular basis. If the Work is delayed or suspended for any reason outside the Contractor's control, it may render an invoice at the time a relevant milestone would otherwise have been achieved. Invoices become a receipt on payment in full. All payments are to be made within 7 days after the date of the invoice. Payments are to be made by electronic funds transfer to the Contractor's nominated account unless agreed otherwise. Any amount which is not paid within due will incur interest

at the rate of 2% per month compounding daily on the outstanding balance (both before or after any judgement, and in addition to any other rights and remedies). The Contractor also reserves the right to claim the costs of and incidental to collecting any debt. If the Quote provides for a deposit, and the deposit is not paid in full 7 days before the Work is due to start, the Contractor may without further notice cancel the contract for the Work, and such cancellation is without prejudice to any other rights and remedies. The Contractor reserves the right to invoke the Construction Contracts Act 2002 (CCA) in respect of any services pursuant to these terms to which the CCA may apply. If an invoice is rendered in accordance with the payment claim provisions in the CCA, the Client is to provide a payment schedule which complies with the requirements of the CCA to the Contractor within 3 Working Days of service of the payment claim. If a payment claim is not provided within this period, the Client is liable to pay the whole amount of the payment claim and cannot dispute any sum in that payment claim.

6. **Variations:** The Client may request variations to the Work. With the exception of the Variations set out in clause 6.3, all variations must be in writing and contain the following: a description of the work required under the Variation; any required amendments to the consents as issued or any additional approvals, consents or licences that will be required; any agreed adjustment to the Contract Price and/or the Completion Date for the Work. Unless otherwise agreed, the Client may not request a Variation omitting or reducing the Work to be performed. The Contractor is entitled to claim a Variation for: any emergency works required for health and safety or environmental reasons; additional work and/or changes to the Work caused by any consent requirements; unforeseen physical conditions, substitutions of any materials, wages and price changes; or any increase in costs arising from a failure or delay on the Client's part in complying with these terms. no allowances have been made in the Contract Price for the handling of hazardous substances (including asbestos), and the Contractor is also entitled to claim a Variation for any such costs. All Variations claimed under clause 6.3 shall be calculated at the hourly rate set out in the Quote (and if no rate is stated, then \$85.00 ex GST per hour), the cost of all materials, plus a margin.
7. **Subcontractors:** The Contractor may subcontract the whole or any portion of the Work. The Contractor will be responsible for all work of its subcontractors and for ensuring that subcontractors have appropriate insurance in place.
8. **Delay and extensions of time:** The Contractor shall not be liable for any delay in carrying out the Work due directly or indirectly to circumstances reasonably outside its control, including disputes with subcontractors, bad weather, force majeure, pandemics or epidemics, accidents, fire, shortage of labour and/or materials, labour disputes, variations, failure of suppliers to deliver, acts of any government, territorial authority or similar body, or unforeseen site conditions including the presence of asbestos and other contaminates. If an extension of time is required to the Completion Date due to any of the above reasons or any other reason beyond the Contractor's reasonable control, the Contractor shall provide written notice to the Client of any such extension reasonably promptly after the Contractor becomes aware of the delay, together with details of the new Completion Date.
9. **Insurance:** The Client is responsible for insuring the Work (and the Contractor may at any time require that proof of such insurance is provided). The Contractor will

arrange public liability insurance up to \$ against liability for loss or damage to any property, or injury or death or illness which arises from carrying out the Work.

10. **Defects Warranty:** If the Work relates to a household unit, the Client may give notice of any defect within 12 months of completion of the Work, and the Contractor will remedy those defects within a reasonable time of notification. The Client must notify the Contractor in writing of the defect as soon as possible after the defect becomes apparent. The Contractor is not liable for any defect within reasonable tolerances, for any defect caused by or arising out of the actions of any person outside the Contractor's control, fair wear and tear, or failure to maintain the Work. These terms do not limit the implied warranties as set out in s362I to s362K of the Building Act 2004
11. **Suspension and termination:** The Contractor may suspend the Work by notice if the Client defaults in any of its obligations under these terms, including failing or refusing to pay any invoiced amount in full by the due date for its payment. Such suspension is without prejudice to any other right to which the Contractor might be entitled. The Contractor may terminate its obligations under these terms if at any time the Client becomes bankrupt, goes into liquidation, or has a receiver or statutory manager appointed, or defaults in its obligations under these terms and does not remedy that default within 5 Working Days of receiving a notice requiring remedy. On termination under clause 11.2 all monies owed to the Contractor will be payable immediately.
12. **Contractor Property on Site and Risk in the Work:** The Client acknowledges that: the legal, equitable and beneficial ownership and title to any plant, equipment or materials brought onto the Site by the Contractor remains vested in the Contractor at all times; title in all materials supplied as part of the Work remains vested in the Contractor until all amounts owing to the Contractor have been paid in full. In the event of non-payment, the Contractor shall be entitled, without prejudice to any other rights or remedies it has, to enter the Site for the purposes of recovering and taking possession of the property described in clause 12.1 (whether or not such property has been incorporated into the Work) and/or commencing court proceedings to recover damages howsoever due to the Client's default. To secure such obligations, for the purposes of the Personal Property Securities Act 1999 (PPSA), the Client agrees that a security interest is granted of the property described in clause 12.1 (and all proceeds of that property). All payments received may be applied by the Contractor in such manner as is desirable to preserve any purchase money security interest in that property. The Client agrees that nothing in section 114(1)(a), 116, 117 (1)(a), 120(2), 121, 125 to 127, 129, 131, 133 and 134 of the PPSA applies, and waives the right to receive a verification statement or financing change statement in respect of any security interest. Risk in the work will pass to the Client when the Work is completed at the site.
13. **Limitation on liability:** In addition to the other provisions relating to liability in these terms, the Contractor shall have no liability to the Client other than in relation to direct reasonably foreseeable losses incurred by the Client as a result of the Contractor's breach of these terms or the Quote. The Contractor is not liable for any loss, liability or costs incurred by or any injuries suffered by the Client or any other person which are an unavoidable result of carrying out the Work or remedying any defects in accordance with these terms. Other than in relation to defects in the Work as referred to in clause 10.1, the Client is to lodge any claims with the Contractor

within 3 months of the date of completion of the relevant part of the Work otherwise any such claim will be regarded as invalid. Any claim submitted must be sufficiently detailed so as to clearly identify what aspect of the Work is defective.

14. **Signage:** The Client agrees that the Contractor has the right to erect signage on the Site advertising itself during the period of the Work.
15. **Notices:** All notices are to be in writing and hand delivered or sent by post or email to the addresses set out in the Quote. The address for service and postal address for the Contractor is the physical address set out in the Quote. A notice is deemed to be received: if personally delivered, when delivered; or if posted, 5 working days after posting; or if sent by email, when the email leaves the sender's communications system, provided that the sender: i does not receive any error message relating to the sending of the email; or ii receives confirmation that the email was delivered (which may include an automated delivery receipt from the recipient's communications system). Despite clause 15.2, any notice received after 5pm, or received on a day that is not a Working Day, is deemed not to have been received until 9am on the next Working Day.
16. **Dispute Resolution:** If there is any dispute relating to these terms or the Work, the party raising the dispute must give the other party written notice specifying particulars of the dispute. If negotiations between the parties do not resolve the dispute, either party may refer a dispute to adjudication under the CCA or bring a claim before the Disputes Tribunal or the High Court, as appropriate
17. **Privacy Act [1993/2020]:** The Client irrevocably agrees that the Contractor is authorised to: Access, collect and retain any information it may require about the Client; and Use that information for the purpose of providing or obtaining a credit reference, debt collection, notification of a default, marketing or meeting its anti-money laundering obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 or any amendments to that Act. The Client must notify the Contractor of any changes in circumstances that may affect the accuracy of the information provided by the Client. The Client has the right of access to and collection of any personal information held by the Contractor.
18. **General:** The Quote may be executed and exchanged in any number of counterparts (including copies and scanned e-mail copies) each of which is deemed to be an original, but all of which together are to constitute a binding and enforceable agreement between the parties. If any clause or part of a clause of the terms is held to be invalid or unenforceable for whatever reason that part shall be severed from these terms and the remaining provisions shall remain in full force and effect. The Contractor can vary these terms at any time by notification to the Client. The Client cannot vary these terms other than with the Contractor's express written consent.
19. **Definitions In these terms:** Client means the person(s) stated as the Client(s) in the Quote. Completion Date means the expected date on which the Contractor reasonably believes the Work will be completed, subject to extensions of time, as stated in the Quote. Contractor means Contract Price means the price for the Work calculated in accordance with the Quote and subject to any adjustments provided for in these terms. Including does not imply limitation. Site means the site address at which the Work is to be carried out, as stated in the Quote. Start Date means the expected start date at which the Contractor reasonably believes physical work will

commence on Site, as stated in the Quote. Variation means a variation to the Work under section 6. Work means the work stated in the Quote (subject to consents and Variations) at the Site. Working Day has the meaning given in the Construction Contracts Act 2002

**ACKNOWLEDGMENT:**

- I agree to engage Iconic Plumbing & Gas Limited on these terms and authorise it to undertake the agreed building work.
- I acknowledge that Iconic Plumbing & Gas Limited has supplied, and I have received a copy of the prescribed checklist and disclosure information required under the Building (Residential Consumer Rights and Remedies) Regulations 2014.
- I acknowledge that Iconic Plumbing & Gas Limited has supplied, and I have received, a copy of the Terms of Trade.