

## Terms and Conditions

### 1. What are these terms and conditions?

- 1.1. These are the terms and conditions that apply when you (“you” and “your”) decide to purchase **services** from **Fusion Plumbing Limited** (“we”, “us” and “our”).
- 1.2. Any extra terms and conditions included in our quotation also form part of our contract with you.

### 2. What information about you can we collect?

- 2.1. You agree that we may obtain information about you to assess your credit worthiness before we decide to supply **services**.

### 3. What are our services?

- 3.1. In these terms and conditions “**services**” means and includes without limitation all aspects of domestic and commercial plumbing services and all roofing (including skylights), renovation and refit services and all products and materials supplied by us.

### 4. What is the price?

- 4.1. The **price** of our **services** is as agreed between you and us. If no price is agreed to in writing, the **services** will be treated as supplied at the current amount that we supply those **services** at the time of our contract with you.

### 5. What and when must you pay us?

- 5.1. You agree:
  - to pay us on or before the 14<sup>th</sup> day following the date of our invoice (“the due date”);
  - we may invoice you by way of one or more “payment claims” made pursuant to the Construction Contracts Act 2002 (“the Act”);
  - a deposit of up to 50% may be required;
  - interest may be charged on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
  - any costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract, shall be payable by you; and
  - you agree that invoices and “payment claims” may be forwarded to you by email.

### 6. What happens when we give you a quotation?

- 6.1. When we give a quotation for **services** unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue. Where **services** are required in addition to the quotation, you agree to pay for the additional cost of such **services**.

### 7. What security rights do we have?

- 7.1. Until you have paid us in full for the **services** supplied, we retain ownership of the products and materials we have supplied to you.

### 8. What is the limitation on our liability?

- 8.1. The Consumer Guarantees 1993, the Building Act 2004 (including the Building Code), the Plumbers, Gasfitters, and Drainlayers Act 2006 and other statutes may imply guarantees, warranties, conditions or obligations upon us that cannot by law be excluded (“the statutory obligations”).
- 8.2. Subject to condition 8.1, you agree that if we are deemed to be liable to you for any loss or damage of any kind whatsoever, arising from the supply of **services** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence), then our liability to you is limited in its aggregate to the price of the **services** supplied.

### 9.0 What also are you agreeing to?

- 9.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
2. If any of these terms and conditions shall be invalid, void or illegal or unenforceable the remaining terms and conditions shall not be affected, prejudiced or impaired.
3. If you fail to pay us for **services**, then you agree that such failure gives rise to a legal or equitable estate or interest (“interest”) in your land on which the **services** were affixed or performed and that the “interest” entitles us to enter a caveat against your land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof. A caveat is notice to anyone who searches the title of your land that we have an “interest” in your land.