

Terms and Conditions of Trade 2023

No one likes the small print. Let us make this simple:

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.

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 **Wiresplus Automation & Electrical** to supply goods and/or 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 **by phone** on 021824700 or **email** info@wiresplus.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.

So, first some Medium Print

You can contact us the following ways:

Office Number – Account queries etc: call Jennifer on **021 310 559**

Mobile Number – call Bevan on 021824700

Text/WhatsApp – Bevan – 021824700

Email: info@wiresplus.co.nz

Our Charges

Description	Charge (all prices exclude GST)
Programming / Professional Services	\$150 per hour
Technician-Tradesperson	\$120 per hour
Apprentice	\$50 per hour
Labourer	\$35 per hour
Vehicle Charge	\$1.20 per km or \$45 Warkworth, \$100 Auckland
Minimum Charge	\$120.00
Sewer Pump Service	\$350 Base Fee
After-Hours Call Out Fee	\$150.00

After Hours Call Out Fee

We define our normal hours of business from 7.00am-5.00pm Monday to Friday. Work done outside of these hours can be subject to an after-hours call out fee.

Minimum Charge

We have to cover the cost of the administration for your job.

Vehicle Charge

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.

Time Traveling to the Job Site

We begin charging time to your job when we leave to travel to your site. If there are several jobs in one trip, we try to share the travel time accordingly.

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 responsible employers, believe that it is only fair to pay our tradespeople when they are travelling for work. The exception to this is normal travel to and from home in peak motorway traffic. This condition usually applies to work outside of our normal area.

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. We are obligated by our employment agreements to pay extra wages for after-hours work. 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/Site Visits

We are always happy to reschedule an appointment. If you need to cancel your appointment, please provide us with at least 24 hours' notice.

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

Any discounts applied to your account are administered solely at our discretion. Discounts may be revoked and the full amount may be charged to you if an invoice remains unpaid for more than **5 days** beyond it's due date

Disputed Invoices

If you need to discuss any aspect of payment, please contact us immediately. We're human; mistakes do happen, and misunderstandings can arise. If you are dissatisfied with the invoice, it is your responsibility to contact us immediately. Simply not paying it without discussion is not an option.

Unpaid Accounts

If payment remains outstanding for over **20 days** from the invoice due date a late fee of **\$95** may be added to your account at our discretion. We reserve the right to charge **10%** compounding interest on a monthly basis for overdue accounts. Debt Collection costs may be added to invoices that remain outstanding for over **30 days** from the due date. Please note if an invoice remains unpaid it will be lodged with Baycorp for collection. Any invoices sent to collection will have Baycorp's extra 25% fee added as well.

OK. Time for the fine print. Notwithstanding the above, ...
BJ & JA Simpkin, trading as Wiresplus Automation & Electrical

Updated September 2023

Thank you for choosing us.

Please read the terms of trade listed below. These terms need to be accepted before we begin work at your property. By default, we regard that you accept these terms by engaging us.

1. Application of Terms of Trade

1.1 These terms apply to all trade between **You** and **Wiresplus Automation & Electrical**. These terms are effective from the above date until these terms of trade are replaced by another document.

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

2.1 Customer, You, Your etc 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 Wiresplus Automation & Electrical, we, us, our etc means '**BJ & JA Simpkin, trading as Wiresplus Automation & Electrical**' and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies.

2.3 "Goods" means the goods supplied to the Customer by **Wiresplus Automation & Electrical** which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by **Wiresplus Automation & Electrical** in respect of the goods.

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

2.5 "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 **Wiresplus Automation & Electrical** may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, **Wiresplus Automation &**

Electrical (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 **Wiresplus Automation & Electrical** shall become immediately payable, regardless of any other terms of payment, and **Wiresplus Automation & Electrical** may take immediate action to recover the price. This includes if the Customer is in default under any agreement with **Wiresplus Automation & Electrical** 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 Wiresplus Automation & Electrical 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 **Wiresplus Automation & Electrical** 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 Wiresplus Automation & Electrical may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by **Wiresplus Automation & Electrical** (whether payment is due or not).

5.3 If **Wiresplus Automation & Electrical** is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical**. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by **Wiresplus Automation & Electrical**.

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 be responsible to 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 **Wiresplus Automation & Electrical**. 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 goods that the proceeds of the sale of goods has not paid for shall belong to The Company.

7.2 Notwithstanding the provisions of clause 6.1 regarding **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** has cause to exercise any rights it has under section 109 of the PPSA.

8.2 The Customer indemnifies **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical**.

8.4 The Customer shall immediately notify **Wiresplus Automation & Electrical** in the event that the Customer changes its legal 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** business, including credit assessment and debt collecting. The Customer consents to any person providing **Wiresplus Automation & Electrical** with such information.

10.2 The Customer agrees that **Wiresplus Automation & Electrical** 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 10.1 and 10.2, the Customer understands that:

a) Wiresplus Automation & Electrical 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 **Wiresplus Automation & Electrical** opening or reviewing a trading account for the Customer, and.
- ii. registering the security interest created by clause 6.1 under the PPSA;

b) Wiresplus Automation & Electrical may provide 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 **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical**, 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 **Wiresplus Automation & Electrical** or a third party about the Customer. For those purposes, the Customer understands that he or she may contact **Wiresplus Automation & Electrical** at the address set out in the application for credit account to which these terms of trade relate, for information.

11. Amendment

Wiresplus Automation & Electrical 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 **Wiresplus Automation & Electrical** 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 from **Wiresplus Automation & Electrical**.

12. General

12.1 Unless expressly provided otherwise in any written agreement between **Wiresplus Automation & Electrical** 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 **Wiresplus Automation & Electrical** and the Customer relating to the supply of goods and services by **Wiresplus Automation & Electrical** to the Customer.



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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 New Zealand. **Wiresplus Automation & Electrical** and the Customer shall submit to the non-exclusive jurisdiction of the Courts in New Zealand.