



TERMS AND CONDITIONS

Dog and Bird Maintenance and Repair
51 Ellesmere Ave
Miramar
Wellington

The following terms and conditions are applicable to the provision of building and construction services and building materials ("the Building Work") by Rotor Goat Ltd - trading as "Dog and Bird Property Maintenance and Repair" hereinafter referred to as "The Contractor".

Upon acceptance of a quote a full version of these terms and conditions will be provided for review and signature.

1. PLANS & SPECIFICATIONS

The Contractor owns all drawings, specifications, and technical information related to the contract. If the Customer provides plans or specifications, they indemnify the Contractor against any liability resulting from their use.

2. QUOTATION & ACCEPTANCE

The Contractor will provide a quotation or pricing estimate. The quote is valid for 30 days. Acceptance of the quote by signing the contract forms a binding agreement, and any changes must be agreed in writing.

3. DEPOSIT

The Customer must pay a deposit (15-60% of the total price) to secure the start of the work. The deposit is non-refundable unless the Contractor fails to commence work. In some cases a refund may be given as credit for any future scope of work.

4. VARIATIONS

Any changes to the work, including additional costs or scope adjustments, must be agreed in writing by both parties.

5. CANCELLATION

If the Customer cancels after accepting the contract, they must pay for any work already done and incurred costs. The Contractor can cancel or suspend work if the Customer fails to pay or is insolvent.

6. PRICE

The final price includes the agreed quote and any variations. GST is charged separately. The price may be adjusted for cost increases beyond the Contractor's control, and additional materials may lead to supplementary charges after the project's completion.

7. PAYMENT

Invoices are issued weekly (on a 'Charge Up' contract) with a report of completed tasks or periodically during the project (Fixed Quote contract) for a percentage of the total quoted price. Payment is due



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within five business days. Late payments incur fees, and interest is charged at a daily rate on overdue amounts. The Customer cannot withhold payments or apply a set-off.

8. COMMENCEMENT & COMPLETION

Timeframes for work are estimates. The Contractor is not liable for delays outside their control and will charge the Customer for any costs due to delays caused by others (e.g., subcontractors).

9. REPAIR OF DEFECTS

For commercial work, the Contractor will fix defects reported within 90 days. For residential work, defects must be reported within 12 months. The Contractor won't be liable for defects covered by warranties from suppliers or caused by the Customer's actions.

10. RISK & INSURANCE

Goods supplied by the Contractor are at their risk until paid for or delivered. The Customer is responsible for insurance on extensions or alterations to their property.

11. OWNERSHIP

Ownership of goods and materials remains with the Contractor until full payment is received. The Customer grants a security interest in the goods and must cooperate in registering it, covering all costs.

12. WARRANTY & LIABILITY

The Contractor's liability is limited to the cost of the goods or repairs necessary to remedy defects. They are not liable for indirect, consequential, or special damages, except as required by law.

13. COLLECTION OF INFORMATION

The Contractor can collect and use personal information about the Customer to assess creditworthiness and enforce the contract.

14. MISCELLANEOUS

The Contractor is not liable for delays beyond their control (e.g., natural disasters). If any part of the contract is invalid, the rest remains in effect. The Customer cannot assign rights or obligations without written consent.

15. PERSONAL GUARANTEE

If the Customer is a company or trust, the directors or trustees personally guarantee the payment of any amounts owed to the Contractor.

16. GOVERNING LAW

The contract is governed by New Zealand law, and disputes will be resolved in New Zealand courts.



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17. AGENCY

The Contractor may act as a principal or agent and may change subcontractors without adjusting the quote.

18. DISPUTE RESOLUTION

Disputes should be resolved through negotiation. If unresolved, the parties will appoint an independent expert to decide the matter. Disputes over amounts exceeding \$10,000 may be referred to arbitration.

19. MORTGAGE

If goods are affixed to a property, the Customer agrees to sign a mortgage over the property to secure any unpaid balances, including interest and costs. The Contractor can place a caveat on the property if necessary.

ACKNOWLEDGEMENT AND SIGNING

SIGNED

By 'the client'

DATED

In signing this document I _____ accept that I have been provided with the opportunity to seek independent legal advice and that I agree to these terms and conditions.