

Company Terms of Trade

General

- In these terms of trade "Company" means Glenn Roberts Electrical (Nelson) Ltd.
- The "Customer" means the purchaser of goods and services.
- Any Goods or Services supplied or completed by the Company for the Customer will be supplied on these terms and conditions.
- Any purchases made by the Customer will be deemed to comply with these terms and conditions.

Price

- The Company's prices are exclusive of Goods and Services Tax unless otherwise stated, and the Customer is required to pay GST in addition to the price.
- The Company's prices are subject to alteration without notice and the price payable by the Customer for the goods and services ordered shall be the price ruling at the date the goods and services are received by the Customer.
- A vehicle/service charge will be added to all invoices produced by the Company, unless otherwise agreed. This charge covers costs associated with the Company's vehicle fleet including but not limited to; fuel, road user charges, and general warranty and maintenance costs.
- Labour costs include any time spent travelling to and from the workshop to the Customer, including any time taken to procure any materials and goods required for the job. Labour costs also include administration in relation to the job.

Payment

- Payment terms will be stated on each invoice. Accounts are strictly to be paid in full on either the 20th of the month following the date of invoice or within 14 days from the date of invoice, whichever is stated on the invoice.
- The Company reserves the right to request payment for any goods and services prior to commencement of works.
- The Customer may not deduct, set-off or withhold any amount from any money owing to the Company other than prior approved retentions as per Construction Contracts Act 2002.
- If full payment for any goods and/or services is not made to the Company by the due date for payment, then the Customer shall be in default and the Customer shall at the Company's discretion (and without affecting any other right the Company may have), pay default penalty interest of 5% per month on any amount outstanding to the Company.
- The Customer shall also be liable to pay all expenses and costs (including legal costs as between solicitor and client) in relation to the Company obtaining or attempting to obtain a remedy for the failure to pay.
- During any period of time while the Customer is in default on any account with the Company, the Company may suspend or withhold the provision of goods and services.

Credit

- The Company reserves the right to refuse credit.

Orders

- The issue of an order from the Customer constitutes acceptance by the Customer of these terms, even if the contrary is stated in the Customer's orders or correspondence.

Suspension or Cancellation

- If the Customer requests suspension or cancellation of the work or supply of goods, The Company may increase the agreed price to cover any resulting extra expense should this apply or out of pocket expenses.

Progress Claims

- For work extending over more than one month, progress payments will be invoiced at the end of the month and will be payable by the 20th of the month following invoice.

Disputes

- In the event that any part of an invoice is disputed the amount not in dispute will be paid promptly in accordance with the payment terms. Thereafter, the parties agree to use their best endeavours to promptly resolve any dispute of difference between them and the company may, at its option, require the customer to submit mediation with the assistance of a qualified mediator.
- The Customer must advise the Company of any dispute relating to their invoice within 7 days of receiving the invoice.

Quoted Work

- Quotations are valid for 30 days from the date of quotation unless otherwise stated.
- Prices are ruling at the date of quote but are subject to alteration after 30 days or until supplier price variation.
- Quotations exclude Goods and Services Tax, unless otherwise stated.
- Any quotes provided by the Company for the Customer are based on the cost at quotation date of materials, labour, rates of exchange, insurance, freight, duty, taxes and other cost items over which the Company has no control. Any increase in price caused by these factors will be added to the price and become payable by the purchaser unless the Company has agreed in writing to waive this provision.
- Any quotes issued by the Company affected by any price variations may require a price review, and increases caused by these variations may be passed on to the Customer.
- To avoid such price increases the Customer may be asked to purchase materials in advance to obtain quoted rates prior to price increase.
- Any materials purchased will be charged to the Customer at the end of the month of purchase and payment shall be due as per the payment terms stated above.
- Quotations are inclusive of travel time and travel costs.
- Progress claims will be invoiced at the end of each month.
- All goods and services are subject to supplier availability and supplier price variation. If there is a substantial change, this will necessitate a price review.

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- The Customer must make known to the Company at time of acceptance of quote, the percentage of any retention's they intend to hold back during the course of a contract.
- Retentions must be agreed by the Company at time of the Customer confirming acceptance of contract or quoted work.

Variations

- Variations will be invoiced at the end of the month in which they were carried out and due for payment as per the payment terms above.

Grey Power Discount

- We offer 10% discount to Grey Power Members on materials and labour, based on the following terms:
- You must advise us that you are a Grey Power member at the time of booking your job with us.
- Whilst we do our best to remember your Grey Power status, we cannot always, therefore you must advise us when booking each and every job.
- Discount cannot be claimed after your job has been completed and invoiced. Discount cannot be claimed on previous jobs carried out by us.
- Your Grey Power card must be current. You need to provide us with your membership number and expiry date.
- Discount is only allowed for Grey Power holders at their home address, not for friends or family of Grey Power members.
- Your discount cannot be combined with other discount offers.
- Discount is not available on quoted work, but if advised prior to the quote, discount will be built into the quoted price.

Property

- Ownership of the goods shall remain with the Company until payment in full has been received for them.
- Until payment is made for the goods, the Customer shall hold the goods as bailee for the Company.
- The Company shall have the right at any time after payment is due, and not made, to enter premises occupied by the Customer and take possession of the goods. The Customer indemnifies the Company for all costs and expenses which the Company may incur in effecting recovery of possession and removal.
- If the Customer resells the goods or any part of them or if they have become constituent parts of any other goods sold by the Customer before payment is made to the Company for them, then the Customer shall ensure that it holds the sale proceeds for an account to the Company. If the amount owing to the Customer as a result of such resale becomes a book debt in the accounts of the Customer, then the customer shall, if called upon to do so, assign to the Company the debt and all other rights and remedies it might have in respect to the debt.
- If the Customer shall cease trading, be placed in receivership or liquidation, become bankrupt or permit the Customers goods to be taken in execution, or compound or make an arrangement with the Customers creditors then, in addition to, and without prejudice to, any other rights or remedies the Company might have, the following shall occur:
 - All unpaid accounts in respect to the goods and services supplied by the Customer shall become immediately due and payable, and
 - The provisions relating to the Company's right of entry, repossession and recovery of goods shall apply.
- This retention of title clause creates a purchase money security interest under the Personal Property Securities Act 1999 ("the Act") all goods sold by the Company to the Customers. The security interest extends to proceeds of sale of the goods and to any product into which the goods are incorporated or co-mingled.

Health and Safety

- Any sub-contractors contracted to the Company are required to comply with the Companies Health and Safety Policy. This is available for review at the Company's Head Office at 14c Vanguard Street Nelson.

Force Majeure

- The Company will not be liable for failure to meet its obligations if the failure is brought about by a force majeure circumstance (i.e. any circumstances outside the Company's control).

Limitation of Liability

- Where the work is acquired by the Customer for business purposes, the warranties continued in the Consumer Guarantees Act 1992 are specifically excluded.
- The Company's liability for any loss, damage or expense arising out of the goods after services provided is limited at the Company's option, to either:
 - replacing or repairing any part of the work which the Customer is entitled to reject; or
 - refunding the price of the work which the Customer is entitled to reject.
- The Company will not be liable in any event if:
 - the work has been altered or repaired by any person other than the Company; or
 - The work has been subject to excessive wear or tear, or improper or abnormal use or storage.
- In any event, the Company will not be liable in respect of any claim unless the claim is notified to the Company within:
 - 12 months of completion of the work; and
 - 7 days of the alleged defect becoming apparent; and
 - The Company is given a reasonable opportunity to investigate the claim.