



## Terms and Conditions of Trade

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 customer.

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 24 Hour Electrical Services 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 our website, [24hourelectrical.nz](http://24hourelectrical.nz), Phone, 027 384 7913 or email at [boe@24hourelectrical.nz](mailto:boe@24hourelectrical.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 in the following ways:**

**Mobile Number**

027 384 7913

**Email**

boe@24hourelectrical.nz

## **Our Charges**

**Excluding GST**

**Electrician**

\$72.00

**Apprentice**

\$30.00

**Vehicle Service Charge**

\$15.00

**First Hour Fee**

\$90.00

**After Hours Call Out Fee**

\$250.00

**Monthly Compounding Interest Charge**

8.99%

**After-Hours Call-Out Fee**

We define our normal hours of business from 0800-1700 Monday to Friday. Work done outside of these hours is subject to an after-hours call-out fee. This includes the first 30 minutes labour on-site.

**Vehicle Service Charge**

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



## **First Hour Fee**

A call out fee is a one-off charge. We have to cover the cost of the administration and travel to your job. This fee includes the first hour of labour on-site

## **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 may be passed on to you.

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

We allow up to 30 minutes of travel time to your site. 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 may 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 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.

### **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 **20 days** from the invoice due date a late fee may be added to your account at our discretion.
- We reserve the right to charge 8.99% compounding interest calculated daily, charged monthly or part thereof for overdue accounts.
- Debt Collection costs may be added to invoices that remain outstanding for over **30 days** from the due date.



# Terms of Trade Template

**24 Hour Electrical Services Limited**

**NZBN: 9429041772126**

**March 2021**

**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 The Client and 24 Hour Electrical Services 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....** 24 Hour Electrical Services 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.

**2.2... "Customer"** means the Customer named on any Supplemental Terms entered into with The Company Limited or otherwise any person, firm, company or other entity buying the Goods and/or Services from The Company Limited.

**2.3...."Goods"** means the goods supplied to the Customer by 24 Hour Electrical Services 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 24 Hour Electrical Services Ltd 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 24 Hour Electrical Services Ltd may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, 24 Hour Electrical Services Ltd (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest on the amount outstanding from the due date until payment.

**3.2....**The price for the goods and services supplied by 24 Hour Electrical Services Ltd shall become immediately payable, regardless of any other terms of payment, and 24 Hour Electrical Services Ltd may take immediate action to recover the price. This includes if the Customer is in default under any agreement with 24 Hour Electrical Services 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....** 24 Hour Electrical Services 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 24 Hour Electrical Services 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....** 24 Hour Electrical Services Ltd may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by 24 Hour Electrical Services Ltd (whether payment is due or not).

**5.3....**If 24 Hour Electrical Services Ltd is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) 24 Hour Electrical Services 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 24 Hour Electrical Services 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 24 Hour Electrical Services Ltd.



## **6. Risk**

**6.1....**Goods are at the sole risk of the Customer upon delivery per 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 ensure 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 concerning the lost, damaged or destroyed goods, and to immediately pay the proceeds received to 24 Hour Electrical Services 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 have not paid for shall belong to The Company.

**7.2....**Notwithstanding the provisions of clause 6.1 regarding 24 Hour Electrical Services 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 24 Hour Electrical Services 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 24 Hour Electrical Services Ltd has cause to exercise any rights it has under section 109 of the PPSA.

**8.2....**The Customer indemnifies 24 Hour Electrical Services 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, on top of the outstanding debt.

**8.3....**The Customer waives its right under the PPSA to receive any verification statement from 24 Hour Electrical Services Ltd.

**8.4....**The Customer shall immediately notify 24 Hour Electrical Services Ltd if 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 24 Hour Electrical Services 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 24 Hour Electrical Services 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 24 Hour Electrical Services Ltd shall be under any liability whatsoever to the Customer then whether such liability is 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 24 Hour Electrical Services 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 24 Hour Electrical Services 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 24 Hour Electrical Services Ltd business, including credit assessment and debt collecting. The Customer consents to any person providing 24 Hour Electrical Services Ltd with such information.

**10.2....** The Customer agrees that 24 Hour Electrical Services 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)** 24 Hour Electrical Services Ltd is asking the Customer for personal information about the Customer for:

**i.** obtaining a credit report on the Customer to help assess the Customer's creditworthiness for 24 Hour Electrical Services 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)** 24 Hour Electrical Services Ltd will give the Customer's personal information to:







**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 a 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. 24 Hour Electrical Services Ltd and the Customer shall submit to the non-exclusive jurisdiction of the courts in your country.

