

BC ELECTRICAL SERVICES 2020
LIMITED
TERMS AND CONDITIONS



NZBN: 9429047885509

GST: 131-121-091

Definitions:

Client - the person or entity (including its directors or trustees) that requests the Goods or Services.

Goods - all materials, plant, equipment and other items supplied, installed or serviced by BC Electrical Services.

Services - all labour, design, project-management and related work BC Electrical Services performs.

Site - the address where the Goods or Services are supplied.

1. Acceptance

The Client agrees to these Terms when, after receiving them, the Client:

- (a) signs a quote or purchase order;
- (b) emails, texts, or otherwise confirms that BC Electrical Services may proceed;
- (c) pays any deposit or progress payment; or
- (d) allows BC Electrical Services to start work on Site.

This acceptance creates a binding contract even if the quote or these Terms are not physically signed.

2. Payment Terms

Payment for Goods and Services is due within 7 days of the invoice date, unless alternative terms have been agreed to in writing before work begins.

3. Late-Payment Interest and Administration Charges

If an invoice is not paid by the due date:

- (a) An administration fee of NZ \$25 + GST is added for each written or electronic reminder sent after the due date (maximum of three reminders per invoice); and
- (b) Interest accrues on the overdue balance at 2.5 percent per month (30 percent p.a.), calculated daily on a simple-interest basis and continues to accrue after judgment until the overdue balance is paid in full.

4. Ownership of Materials & Personal Property Security

All materials supplied remain the property of BC Electrical Services until paid in full. The Client grants BC Electrical Services a security interest in all present and after-acquired Goods we supply, install or service, and in the proceeds of those Goods, under the Personal Property Securities Act 1999 (PPSA). We may register that interest on the PPSR, and the Client waives the right to receive verification statements and notices under sections 120 and 121 of the PPSA. We may enter the Site to recover unpaid Goods.

5. Risk

Risk of loss or damage to the Goods passes to the Client when the Goods are delivered to the Site or installed, whichever occurs first. From that point the Client is responsible for insuring the Goods.

6. Quote Validity and Price Adjustments

- (a) Validity - Unless withdrawn earlier, written quotes remain open for acceptance for 14 days from the date on the quote.
- (b) Cost increases beyond our control - If, after acceptance but before completion, the direct cost to BC Electrical Services of materials, equipment, freight or labour rises due to factors outside our control, we may adjust the quoted price by the amount of that increase. We will supply reasonable evidence of the cost change on request.

7. Deposits for New Customers

New customers must pay a 50 percent deposit on the quoted price before work begins. The balance is invoiced on completion and is payable within 7 days. Work will not begin until the deposit has cleared.

8. Work by The Lines Company

Work required by The Lines Company (e.g. disconnections, meter relocations, inspections) is excluded from our quoted price. We can co-ordinate this work on the Client's behalf, but all Lines Company charges will be invoiced directly to the Client.

9. Progress Payments

For larger projects or ongoing work, progress invoices may be issued at agreed milestones or at our discretion. Each progress invoice is payable within the stated terms. Under the Construction Contracts Act 2002 (CCA) we may suspend work if a payment claim is unpaid after the statutory notice period.

10. Suspension of Work

We may suspend all work if any invoice remains unpaid past its due date. Work will resume once all outstanding invoices (including interest, fees, and costs) have been settled.

11. Up-front Payment for Overdue Accounts

If any invoice becomes overdue, we may require full payment in advance for future work or remaining stages of a project.

12. Variation of Terms

Any variations to these Terms & Conditions or payment deadlines must be agreed to in writing before work takes place. Prior flexibility does not waive these terms for future work. Failure to enforce any term is not a waiver of that term.

13. Site Access & Delays

The Client must ensure safe and reasonable access to the work Site during agreed hours. Delays caused by restricted access, unsafe conditions, or interference from other contractors may result in additional charges.

14. Warranty & Defects

We warrant our workmanship for 12 months from completion, excluding faults caused by misuse, tampering, or materials supplied by the Client. Warranty claims must be submitted in writing. Nothing in this clause limits any rights under the Consumer Guarantees Act 1993 (CGA). If the Client acquires Goods or Services in trade (as defined in the CGA) the guarantees under that Act do not apply.

15. Variations & Additional Work

Any changes to the original scope must be agreed to in writing. Additional labour, materials, or time not covered in the original quote will be charged as a variation.

16. Limitation of Liability

To the maximum extent permitted by law, BC Electrical Services is not liable for any indirect, special, or consequential loss. Our total liability for any claim will not exceed the value of the work giving rise to that claim, unless otherwise required by law.

17. No Set-Off, Withholding, or Retentions

The Client must pay all invoices in full without set-off, counterclaim, deduction, withholding, or retention, except where required by law or expressly agreed in writing. Any agreed retention must comply with the CCA retention-money trust requirements and be released on practical completion.

18. Force Majeure

We are not liable for delay or failure to perform where the cause is beyond our reasonable control, including (but not limited to) severe weather, supply-chain disruption, labour disputes, pandemic restrictions, or acts of God. Time frames will be extended for the period of the delay.

19. Health & Safety / Site Induction

The Client must provide a safe work environment and any site-specific induction required under the Health and Safety at Work Act 2015. Additional costs arising from unsafe conditions or mandatory inductions will be charged to the Client.

20. Cancellation & Design Fees

If the Client cancels an accepted quote before work is completed, BC Electrical Services may charge for: all labour, materials, and administration costs incurred up to the cancellation date; and a cancellation fee equal to 15 percent of the remaining uncompleted portion of the quote to cover loss of profit, scheduling, and restocking.

21. Credit Information & Privacy

The Client authorises BC Electrical Services to:
obtain credit information from any credit-reporting agency or trade referee for the purpose of assessing creditworthiness or enforcing payment; and
disclose the Client's payment record to credit-reporting agencies and debt-collection Services. All personal information is handled in accordance with the Privacy Act 2020.

22. Personal Guarantee (companies and trusts)

Where the Client is a company or trust, every director or trustee who signs or accepts these Terms personally guarantees payment of all amounts owing and performance of all obligations under this agreement. This guarantee is continuing and not released by the granting of time or indulgence.

23. Costs of Enforcement

The Client must pay all costs, expenses and disbursements, including solicitor-client legal costs, court fees and reasonable debt-collection agency commissions incurred by BC Electrical Services in enforcing these Terms or recovering any overdue amounts.

24. Entire Agreement and Governing Law

These Terms, together with any written quote or variation issued by BC Electrical Services, constitute the entire agreement between the parties and supersede all prior negotiations, representations and communications. The agreement is governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

**By accepting a quote or estimate from BC Electrical Services 2020 Limited,
the Client agrees to be bound by these Terms & Conditions.**