

PETER JACKSON PLUMBING LTD TERMS AND CONDITIONS OF TRADE 2026

The following constitute the terms and conditions of business between us, the Supplier of goods and services, and you, the Client.

1. Price: Where a quote or estimate has been given for work to be performed, that quote or estimate remains valid for 30 days. Your acceptance of our quote or estimate must be confirmed in writing prior to commencement of work. We may withdraw that quote or estimate at any time before acceptance. The quote or estimate is based on costs and charges ruling at the date of issue. Any changes in costs arising from sources beyond our control (for example, changes in prices by suppliers to us, subtrades, delays due to COVID-19, unavailability of product, or in government charges) shall be to your account. The following rates shall apply where work is to be charged on the basis of time and materials and/or associated costs (charge-up basis) and for the purpose of calculating any variation to quoted or estimated work. The following rates do not include after-hours or on-call charges. Travel to site is chargeable in the time attributed to the Labour. Plumbers Labour \$100.00 + GST per hour | Gasfitters Labour \$110.00 + GST per hour | Apprentice \$80.00 + GST per hour | Labour only rate \$115.00 + GST per hour | Materials and/or associated costs as priced | Vehicle/Admin Charge \$40.00 + GST | Our Minimum Charge is 1 hour Labour + 1 x Vehicle/Admin Charge, labour subsequently charged in 15 min increments | Further administration charges may be applicable, dependent on time spent sourcing materials, sub trades, equipment, etc. Project Management / Administration Charge \$95.00 + GST per hour.

2. Payment: Payment of the claimed amount is due and payable by you 7 working days after receipt of our invoice. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments covering work done and costs incurred up to the date of the invoice. If you disagree for any reason with the claimed amount, you will respond to us in writing before the payment is due. Overdue payments shall attract interest at an annual rate of 10% calculated daily, and any expenses incurred by us in recovering this debt shall be added to your account. A 50% deposit is required for any quotes or estimates accepted prior to commencement.

3. Disputes: If any dispute/s or difference arises, in connection with work done or payments claimed by us, or any other matter pertaining to business between us and you, we or you shall refer the dispute to adjudication in terms of Part 3 of the Construction Contracts Act 2003 (CCA), or to the Master Plumbers Association of which we are a member for settlement through that Association's Disputes Procedure. For the purposes of s.33(1)(c) of the CCA, the Master Plumbers Association shall be the nominating body.

4. Ownership: Any goods and materials supplied by us shall remain our property until paid for in full and while any money is due to us. If any money remains unpaid or you are in breach of any obligation to us, we or our agents are authorised by you to enter your premises to recover and resell any or all of these goods and materials. We may require you to facilitate registration of a Financing Statement under the Personal Property Securities Act 1999 to give us a Perfected Security in any goods supplied.

5. Risk: All goods and materials are at your risk whilst on your premises or premises under your control. Any loss, theft, destruction, or damage from whatever cause shall be borne to you.

6. Installation: You shall give us access to the site and provide proper facilities for carrying out the work including use of any existing goods or passenger lifts, cranes, hoists, builder's scaffolding and electricity. Unless specified otherwise, the contract does not include any structural or other alteration to any part of the building. Access and facilities shall be provided within a reasonable time after acceptance of this contract or at a date notified by you and agreed on by us in writing. You shall inform us of any hazards in the workplace to which we may be exposed in working at your premises.

7. Time to Completion: We will complete the work within a reasonable time and will endeavour to meet any target date you make known to us. Should it be necessary to work outside ordinary working hours to meet your completion target or due to any other circumstances outside our control, you shall be liable for any extra cost incurred.

8. Consents: You are responsible for obtaining any consent or other authority necessary for the work and will provide that to us on request. Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent and at your expense.

9. Warranty: We guarantee that we will remedy any defective workmanship and replace any faulty material that is reported to us in writing within 90 days of completion of the contract. This performance guarantee does not extend to any goods or materials supplied by you. (If you would like us to deal with the manufacturer/supplier for a product you supplied, then this would incur a cost.) In the case of work covered by the Consumer Guarantee Act 1993, this warranty is in addition to any rights you may have under the Act.

10. Strikes, etc: We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, accidents, fire, failure of manufacturers to deliver, delays due to COVID19, unavailability of products, and any other event beyond our reasonable control.

11. Variations: Once your quote or estimate has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing/email.

12. Plans and Specifications: We shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by you. We shall bear no responsibility for any goods supplied in compliance with those plans and specifications.

13. Privacy Act: You give authorisation for us to use information collected from you, including photos of works prior to and on completion of works. This authorisation also includes for us to collect information from third parties for the purposes relating to performance under this contract.

14. Estimates: Peter Jackson Plumbing Ltd provides estimates. An estimate supplied is not a fixed price. When we provide an estimate, we are only providing an approximate indication of expected costs and it may vary either way by up to 10-15% of the original estimated price. Any variations once accepted would be extra to the estimate. Grey Power discount is not applicable to estimates.

15. Investigation Work: If Peter Jackson Plumbing Ltd spends time investigating an issue to determine the cause or location of a problem, then the time spent investigating will be charged out irrespective if any further work is done or not. For example, if a quote or estimate to repair a leak is requested, but the cause or location of the leak is not obvious and time is spent identifying the location of the leak, that time is chargeable. Please note; identifying a leak is a process of elimination.

16. Quotes: Peter Jackson Plumbing Ltd provides quotes. A quote is a fixed price and is provided when you know exactly what you want done. We would generally like a plan and/or specifications of the proposed job outlined. Any variations once accepted would be extra to the quote. Grey Power discount is not applicable to quotes.

17. Collecting Materials: If our tradesmen need to collect parts, equipment and/or materials from a merchant, our lockup or supplier prior to attending your property, or need to leave your property to collect parts, equipment and/or materials for your job, then the time spent travelling to, from and at the merchant, lockup or supplier is chargeable to you as part of the job.

18. Health & Safety: Health and Safety is paramount with regards to our staff, our clients, and the general public. Two tradesmen may be required for some work, such as but not limited to heavy lifting, roofing, spouting and/or drainage to ensure the health and safety of all concerned. We reserve the right for our tradesmen to reject or defer a job if they deem conditions to be unsafe. For example, high winds or rain when working on a roof is deemed to be unsafe. There are also legal health and safety requirements for working on a roof, and the costs associated will be charged to the job (ie. Harnesses/scaffolding may be a requirement).

19. Roof/Internal Gutter Leaks: In attempting to repair a roof leak/leaks our tradesmen will adopt a process of repairing the most obvious faults first and it may then require monitoring to see if the issue has been resolved. As it is a process of elimination, the next obvious fault will be addressed until we locate and repair the leak/leaks. All this work is chargeable. It is due to the nature of roof leaks and the fact that water can 'track' before exposing itself that it is a process of elimination and not always obvious. The only way we can guarantee a roof is leak free, is if we installed the complete roof new to the property.

20. Blocked Drains: Peter Jackson Plumbing Ltd will use all our best efforts to clear a blocked drain. We have a best procedure which includes acquiring the Council drainage plans to ensure we are as prepared as possible to proceed. Sometimes due to the nature of blocked drains, and the cause of the blockage/s, it is not possible to do by hand and additional machinery is required such as our Drainage equipment. We have two drainage machines; Ridgid Rodding Machine and 3000psi Jetter Machine to insert into the drains to clear/cut

away blockages. We also use our CCTV Drainage Camera to inspect the drains after clearing so we know the state/condition of the drains. By using our CCTV Drainage Camera, we can ascertain valuable information such as, the location of where a drain has slumped or broken and requires further attention. The Drainage Equipment vehicle/trailer has a cost of \$285.00 + GST per attendance. Labour and Materials are over and above. Our Health & Safety clause is applicable.

21. Excavation/External Work: Any quote or estimate, and/or other work undertaken, has been based on you being responsible for all the existing services (ie. Drainage, underground gas and water pipework and/or cabling) whether, being identified and marked, removed, or diverted unless otherwise stated. Peter Jackson Plumbing Ltd shall not be responsible for the damage, repair or consequential costs resulting from any services subsequently found during the excavation/external work. Due to the nature of excavation, extra time may be incurred due to unforeseen ground conditions and findings.

22. Asbestos Exclusion: If you, as our client, are aware of the presence of any asbestos material in any part of any building on the property, where we are undertaking work on your behalf, then we require you to disclose that to us at the time of engaging us to carry out our work on the property. Peter Jackson Plumbing Limited will then make an appropriate risk assessment around the likelihood of any such material being disturbed and the risks associated with that occurring together with any steps required under our Health and Safety procedures to minimise that risk if we agree to provide services in these circumstances and any extra costs that will be incurred to minimise that risk. Peter Jackson Plumbing Limited reserves the right to refuse to carry out work on a property containing asbestos material. Where the presence of asbestos has not been disclosed and then becomes apparent during the work being undertaken by us, Peter Jackson Plumbing Limited takes no responsibility for any consequences of drilling into or uncovering or disturbing the asbestos material and reserves the right to stop work until the issue is dealt with and to amend our price / estimate to take into account the additional risks and attendances required to deal with the presence of asbestos. The Client is responsible for all costs associated with any removal of Asbestos, and associated repairs. If Peter Jackson Plumbing Limited suspects the presence of Asbestos, the testing of samples irrespective of the result will incur a charge, this may vary due to sample numbers and/or urgency.

23. Gas Servicing/Repair: Our Gasfitter will service the appliance, conduct a safety check to ensure it is safe for you to use. We recommend this be done on an annual basis for all gas appliances onsite. The preventative maintenance of an annual service of the gas appliance can sometimes avoid a situation where you may be without your gas appliance and ensure its longevity. Gas servicing does not include fault finding or replacement of parts. Identifying faults in a gas appliance is a process of elimination and can take time to identify due to some faults being of an intermittent nature. PLEASE NOTE: In our experience we have found that any failed part(s) is (are) not always the root cause of the problem and that there may be another malfunctioning component inside the appliance that has caused this part to fail. We cannot test for this until we replace the part in question. Refer to clause 15 Investigation work and will be subject to further labour and material charges.

24. Apprentices: Peter Jackson Plumbing Ltd is a strong advocate for training apprentices and as such apprentices will at times accompany a tradesman to a job. If, in assisting a tradesman, an apprentice reduces the amount of work/time that a tradesman takes to complete the job, then the apprentice will be charged on the job.

25. Cancellation: If you need to cancel (or rearrange) your booking, you must notify us as soon as possible (preferably by telephone) but at a minimum, by the end of the working day before the scheduled booking. Cancellations made further in advance should also be made by telephone, and you should request written confirmation from us. If a cancellation is related to an accepted quote or estimate, there may be charges incurred, restocking fees, as well as the cost of any time and materials incurred by us etc. If you cancel your instructions more immediately prior to any works agreed to being carried out, or materials being supplied, you may be liable for the cost of any time and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

26. Use of Photos / Videos of Works Completed Onsite: The client acknowledges and agrees that Peter Jackson Plumbing Ltd may take photographs, and/or videos of the Clients premises and/or the services during the course of work undertaken. Unless agreed in writing prior to start of works, the client agrees to a royalty-free, perpetual, non-exclusive licence to use such images for marketing and promotion purposes including but not limited to social media platforms, website content, advertising material, digital and print media. This is also used as a record of works completed, and future work if required.

27. Supplied Whiteware / Hardware & Materials Supplied: All materials, equipment, fixtures, fittings, appliances, whiteware, hardware and/or associated goods supplied by Peter Jackson Plumbing Ltd and delivered to the Clients site for the purpose of works to be completed, shall, upon delivery to site, be held at the Client's risk, notwithstanding that ownership may not yet have passed. The Client is responsible for providing a secure, dry, and suitable location for the storage of the aforementioned goods, protecting them from loss, theft, vandalism, weather exposure, contamination, damage or deterioration. Any costs arising from this will be on-charged to the Client. The Client acknowledges that delivery of the Supplied goods to site may occur in advance of the installation due to scheduling, availability, or project scheduling and accepts the associated storage risks as above.

28. Site Conditions & Client Property/ Limitation of Liability: The Client acknowledges that if some areas of the house and/or property, including, however not limited to, ceiling spaces may not be safely constructed for access, and to work from. Where work is required in areas without suitable flooring, or access, and the Plumber is required to work on bearers, joists, or similar structures, all care will be taken, however, the Plumber is not responsible for any damage that may occur as a result of the existing conditions, and working in these conditions. This does not apply to damage caused by the Plumber's negligence.

29. Changes to our Terms & Conditions of Trade: Peter Jackson Plumbing Ltd may at its discretion update our Terms and Conditions of Trade including Labour rates and/or charges

at any time. These changes will be advised on the Peter Jackson Plumbing Ltd website under About/Terms and Conditions.