

Thank you for choosing us.

While it might feel a bit time-consuming to read the fine print, we 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. These terms override any agreements made in person, over the telephone, or in any other communication we have had with you.

If you have any questions, please contact us by emailing office@empireplumbing.co.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.

1. Terms and Conditions of Trade

These terms apply to all trade between you (the Customer), and Empire Plumbing (the Company).

2. Definitions

Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

- 2.1. "The Company/We/Us/Our" means Empire Plumbing Limited.
- 2.2. "The Customer/You/Your" means the Customer who opened an account or the person that the account was created for.
- 2.3. "Goods" means the goods supplied to the Customer by the Company which are described by item or indicated on the invoice associated with those goods.
- 2.4. "Normal business hours" means from 7.30am-5.00pm Monday to Friday

3. Pricing

Where applicable our charges are on a per hour basis unless otherwise specified.

Technician-Tradesperson	\$85.00	
Apprentice	\$60.00	
Labourer	\$60.00	
Vehicle Service Charge	\$25.00	
After Hours Call Out Fee	\$112.50	Min 2 hours
Overdue Invoice Charge	\$25	

4. Additional charges

- 4.1. After Hours Call Out Fee: We define our normal business hours as being between 7.30am-5.00pm Monday to Friday. Work done outside of these hours is subject to an after hours call out fee.

- 4.2. **After Hours Work:** If you ask us to do work that falls outside of normal business hours we will 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.
- 4.3. **Vehicle Service Charge:** This charge is used to cover the cost of running the vehicles.
- 4.4. **Parking Permits/Tolls/Paid Parking:** parking costs or other necessary vehicle travel costs such as tolls shall be passed on to you.
- 4.5. **Additional Travel to and from the Job Site:** We allow up to 30 minutes travel time to a site, and from a site. This cost is covered in the vehicle service charge. If we take longer than 30 minutes to travel, or from, your job, the cost of this additional travel time may be charged to you.

5. Cancellations/Rescheduling Appointments

We are always happy to reschedule an appointment free of charge. If you need to cancel your appointment, please provide us with at least 24 hours' notice. A cancellation fee may apply to appointments that are not cancelled within 24 hours of your appointment.

6. 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, or to terminate the contract entirely if payment is late or delayed for a period of 14 days.

7. Progress Invoices and Final Payment

- 7.1. 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. You agree to pay these progress invoices when they are due. We reserve the right to stop work if payment of any progress invoice remains unpaid for a period of 14 days.
- 7.2. In all other circumstances you will be sent a final invoice by email once your job is completed. Payment of that invoice is due on the date shown on the invoice.

8. Disputed Invoices

If you need to discuss any aspect of your invoice, or payment of it, please contact us immediately.

9. Unpaid Accounts

- 9.1. If payment remains outstanding for over 14 days from the invoice due date a late payment fee of \$25 may be added to your account (at our discretion). In addition, we also reserve the right to charge interest on any unpaid balance (that remains payable after 14 days) at an interest rate of 15% per annum, calculated daily on the outstanding balance.
- 9.2. Debt Collection costs (if applicable) will be added to the unpaid amount you owe us.

10. Ownership

The Ownership of any materials we supply to you will not pass to you until you have paid the full balance of any invoice you owe to us.

11. Privacy

If we are supplying you with credit terms, you agree to provide us with information that may be necessary for us to undertake a credit check.

12. Amendment

We can amend these terms of trade from time to time. If that happens, you will be bound by the terms of trade applicable at the time we entered into a contract with you.

13. General

13.1. 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.

13.2. These terms of trade will construed in accordance with the laws of New Zealand.