

Ground Up Services Limited - Terms of trade

1. **The Estimate/Quotation:**

If an estimate is given by Ground Up Services Limited, that estimate is nothing more than an indication of the cost of the work, and the final cost of the work may vary from the estimate. If a quotation is given, that quotation is a firm price, which will not be altered during its currency unless:

 - The customer requests changes to the quoted work
 - Material costs alter significantly
 - There are changes in the taxation system
 - There are delays in the work being undertaken which are not directly attributable to Ground Up Services Limited.
2. **Acceptance:**

If the customer wishes the work to proceed, the estimate/quotation must be accepted by signing the quote form and returning to Ground Up Services Limited. That acceptance includes acceptance of these conditions.
3. **The estimate/quotation is confined to the work described within the original estimate/quotation. If any additional work and/or materials are required, or there are changes to the work originally specified, those additional costs may be charged in addition to the agreed sum and all clauses hereby stated in these Terms and Conditions apply respectively. Changes must be in writing and signed by both parties.**

Any verbal agreements to the original acceptance of quote and payment terms agreed must be signed and agreed by both parties. This additional work agreement will also include the additional payment and payment terms for the new agreement. The guarantee (see clause 11) is subject to this signed amendment.
4. **Scope of work:**

The estimate/quotation is confined to the work described within the estimate/quotation. If any additional work is required, or there are changes to the work originally specified, that additional work or those changes may be charged in addition to the agreed sum.
5. **Consents:**

The customer shall obtain all necessary consents to enable the work to proceed prior to any start date agreed upon.
6. **Payment:**
 - The invoice shall be paid for in full as per the terms agreed upon at the time of acceptance.
 - In the event of progress payments, Ground Up Services Limited may cancel the contract if payment as required by this clause is not made on the due date.
7. **Non-payment of accounts:**

We reserve the right to add any legal and processing costs incurred in recovering payment to overdue amounts, which you will be liable to pay.
8. **Entry:**

The customer hereby irrevocably authorizes Ground Up Services Limited to enter the Customers land and buildings for the purpose of completing the work. This authority also extends to the removal of any materials pursuant to Clause 12 below.
9. **Combination of Mediation/Arbitration**

'In the event of a dispute, claim or difference arising out of or in connection to this agreement, including any question regarding its existence, validity or termination, the parties shall first seek amicable settlement of the dispute by mediation. If the dispute, claim or difference is not resolved by mediation within 28 days of the notice of dispute being issued by one of the parties to the agreement, it shall be determined by arbitration under the Arbitration Act 1996'
10. **Mediation:**

'In the event of a dispute, claim or difference arising out of or in connection to this agreement, including any question regarding its existence, validity or termination, the parties shall first seek amicable settlement of the dispute by mediation. If the parties fail to agree on a mediator within 15 working days of the notice of the dispute, the mediator shall be appointed by the President of the Arbitrators and Mediators Institute of New Zealand Inc.
11. **Guarantee:**

Unless otherwise stated, Ground Up Services Limited guarantees all its work against faulty materials or workmanship for the period of 365 days from the date of completion of the work. If payment is not made by the due date, guarantee with be cancelled.
12. **Limits of Ground Up Services Limited Liability:**

Ground Up Services Limited will not accept any responsibility for liability for the delay or damage caused directly or indirectly by weather conditions, accident, fire, act of God, or any other event beyond the control of Ground Up Services Limited. The liability of Ground Up Services Limited shall be confined to damages not exceeding in total a sum equivalent to the estimation/quotation.
13. **Ownership of Materials:**

We reserve the right to request payment of materials, in full, upon delivery of all materials supplied by Ground Up Services Limited, prior to commencement of works. If any payment is not received on the due date/s as agreed, Ground Up Services Limited shall be entitled to remove all materials incorporated for the work and cancel the contract. Any extra materials required may also be charged upon delivery.
14. **Errors or Omissions:**

Ground Up Services Limited shall not be held liable for errors or omissions arising from an oversight or misinterpretation of the clients' verbal instructions.
15. **Additional Entitlements:**

Ground Up Services Limited shall be entitled to:

 - Decline to commence work until all conditions to be fulfilled by the customer for the commencement of work have been met.
 - Cancel this contract if the customer fails to promptly perform any of the customers' obligations under this agreement.
 - Claim all charges against the client incurred in collecting any overdue monies charged by any debt collection agency in the recovery of any outstanding debts pursuant to Clause 7.