

Pink Painters Waiheke Ltd - Terms of Trade

1. Introduction

These Terms of Trade (the "Terms") govern the provision of painting services by Pink Painters Waiheke Ltd (the "Company", "we", "our", or "us") to the client (the "Client", "you", or "your"). By engaging us to provide services, you agree to be bound by these Terms.

2. Scope of Services

We provide professional exterior and interior painting services, including but not limited to:

- Surface preparation (sanding, patching, priming)
- Painting of walls, ceilings, windows, doors, trims, and exterior surfaces
- Minor repairs and maintenance as outlined in the project estimate
- Consultation and advice on paint types, finishes, and colour choices.

3. Estimate and Acceptance

3.1. Estimate: The Company will provide a written estimate based on the Client's requirements, which may include scope, materials, timelines, and pricing. The estimate is valid for 60 days from the date of issuance (unless stated otherwise)

3.2. Acceptance: The Client accepts the estimate by signing the estimate document or providing written confirmation to proceed with the work. This can be in the form of a return email. Any changes to the scope or materials after acceptance may result in an adjustment to the original price.

4. Payment Terms

4.1. Invoicing: Invoices will be issued on a **weekly basis** (or at another mutually agreed frequency) for work completed during that period. The Client agrees to pay the invoiced amount within 7 days of receipt of each invoice.

4.2. No Deposit: A deposit is **not required** prior to the commencement of the work. Payment will be due on a weekly basis for services rendered.

4.3. Payment Method: Payments are to be made by bank transfer.

4.4. Late Payment: If payment is not made within 7 days of the due date, we may suspend further work until the outstanding balance is paid.

4.5. Overdue Accounts: Accounts outstanding for more than 30 days may be subject to collection action, and the Client will be liable for any costs incurred by the Company in recovering overdue amounts.

5. Work Schedule and Delays

5.1. Start Date and Completion Date: The Company will aim to commence and complete the work within the agreed timeframe, but this is subject to weather conditions, material availability, and other unforeseen circumstances.

5.2. **Delays:** The Company will notify the Client of any delays due to factors outside our control. We will make reasonable efforts to minimise delays but will not be held liable for delays caused by such events.

6 Warranties

Workmanship Warranty: We guarantee our work against defects in workmanship for 5 years from the completion of the job.

Materials Warranty: We only use high-quality materials for our work. If there are any material issues, we will follow the manufacturer's warranty to resolve them.

Warranty Conditions:

- Any issues with materials or workmanship must be reported to us within **1 month** of noticing the problem.
- For exterior work, our warranty does not cover the natural loss of gloss or sheen due to weathering.
- Our warranty does not cover damage caused by factors outside of our control, such as natural disasters.
- We are not responsible for any **indirect** or **consequential** damages resulting from product or workmanship failures.
- Our liability is limited to the total amount paid by you for the contract.

7. Client Responsibilities

7.1. **Access:** The Client must provide reasonable access to the property and ensure that the areas to be painted are clear of obstructions prior to the commencement of work.

7.2. **Safety:** The Client is responsible for ensuring the safety of the work environment and informing the Company of any hazards or safety concerns on the property.

7.3. **Power and Water:** The Client must provide access to power and water necessary for the completion of the work. The Client will also provide access to a working bathroom.

8. Changes to Work

Any variations or changes to the scope of work must be agreed upon in writing. These changes may affect the cost and timeline of the project. The Company will provide an updated estimate for approval before proceeding with any changes.

9. Liability
9.1. **Damage:** The Company will take all reasonable precautions to prevent damage to the Client's property. However, the Company will not be liable for damage to non-painted surfaces or pre-existing conditions unless caused by the Company's negligence.

9.2. **Indemnity:** The Client agrees to indemnify the Company against any liability, loss, or damage arising from the Client's failure to adhere to these Terms, or from any claims or legal actions related to the work performed.

10. Termination of Contract

10.1. **By the Client:** The Client may terminate the contract by providing written notice to the Company. If work has commenced, the Client will be liable for payment for work completed up to the termination date.

10.2. **By the Company:** The Company may terminate the contract if the Client fails to make payments or otherwise breaches these Terms. In such cases, the Client will be liable for the costs incurred up to the point of termination.

11. Consumer Guarantees

Where the Consumer Guarantees Act 1993 ("CGA") applies, the guarantees and warranties in the CGA will override any provisions in these Terms. The Client may have certain rights under the CGA that cannot be excluded, including rights to a remedy in case of defective goods or services.

12. Dispute Resolution

12.1. In the event of any dispute, both parties agree to attempt to resolve the issue through good faith negotiations.

12.2. If the dispute cannot be resolved amicably, both parties agree to submit the matter to mediation before pursuing legal action.

13. Privacy

The Company will comply with the Privacy Act 2020 in relation to the handling of any personal information provided by the Client. Personal data will be used solely for the purposes of fulfilling the services and will not be disclosed to third parties without the Client's consent, except as required by law.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of New Zealand.

Client Acknowledgement and Agreement

By signing below, or by replying to this document via email, the Client acknowledges that they have read, understood, and agree to the above Terms of Trade.

Client Name:

Signature (if applicable):

Date:

Alternatively, if agreeing by email, please confirm your acceptance of these Terms by replying to this email with your full name and the statement "I agree to the Terms of Trade."