



Terms of Trade

Cabana Build Ltd
Terms and Conditions of Trade

The following constitute the terms and conditions of trade between us, the Builder, for building and/or renovation services and building products and material, and you, the Customer.

Quotation

Cabana build Ltd quotes remain valid for 20 working days. Your acceptance of our quotation/offer must be confirmed in writing prior to commencement of work. We may withdraw that quotation at any time before acceptance. The quotation is based on costs and charges ruling at the date of quotation. Any changes in costs arising from sources beyond our control (for example, changes in prices charged by suppliers to us, 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 (charge-up basis), and for the purpose of calculating any variation to quoted work:

Builder Labour	\$65 + GST per hour
Hammer hand/Labour	\$25-55 + GST per hour
Materials and Subcontractors	\$ cost + 12%

Travel

If any job is more than 30km from Cabana Build Ltd registered office (Papamoa), 50% of travel will be charged at normal rates unless previously discussed.

Payment

Payment of the claimed amount is due 7 days from the invoice being sent. 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.

Interest on overdue or unpaid invoices shall accrue from the date when payment becomes due daily until the date payment is received at a rate of 2% per calendar month and all interest shall compound monthly until payment is received in full. Any expenses incurred by us in recovering this debt shall be added to your account including any lawyer, Solicitor or debt collector fees and will incur the same interest rate specified above until paid in full.

All prices are considered GST Exclusive unless otherwise stated.

Disputes

If any dispute 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 2002 (CCA).

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 materials.

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.

All goods and materials are at your risk while on your premises or premises under your control. Any loss arising from theft, destruction or damage from whatever cause shall be borne by you.

Installation

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 on your premises.

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.

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 can lodge a building consent application as your agent and at your expense upon your request.

Warranty

We guarantee that we will remedy any defective workmanship and replace any faulty material supplied by us; 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. In the case of work covered by the Consumer Guarantees Act 1993, this warranty is in addition to any rights you may have under the Act.

Unforeseen Event

We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, accidents, fire, failure of manufacturers to deliver and any other events beyond our reasonable control.

Variations

Once our quotation/offer has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing.

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.