

## Terms and Conditions of Trade

While it might feel a bit time consuming to read the fine print, we do 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. The last thing we want is a mismatch in understanding and a poor outcome for you, the homeowner.

We believe in providing great service and we take pride in our standards. The Terms of Trade below serve as the criteria for all the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Apex Property Solutions** to carry out work on your behalf, you agree to uphold your obligations under these Terms of Trade.

If you have any questions, please contact Shane on 022 401 1299 or email us at [enquiries@apexpropertysolutions.co.nz](mailto:enquiries@apexpropertysolutions.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.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more - than you do.

## **After Hours Call Out Fee**

We define our normal hours of business from 8.00am-5.00pm Monday to Friday. Work done outside of these hours is subject to an after-hours call out fee.

## **Call Out Fee**

A call out fee is a one-off charge. We must cover the cost of the administration for your job.

## **Vehicle Service Fee**

This charge is used to cover the cost of running the vehicles.

## **Parking Permits/Tolls/Paid Parking**

If in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.

## **Additional Travel to the Job Site**

We allow up to 30 minutes travel time to your site. This cost is covered in the call-out fee. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

## **Additional Travel Back to Office/Workshop**

In some circumstances, if your property is located outside of normal travel routes, you may be charged for the time it takes for the tradespeople to travel back to the office/workshop or suppliers to get materials needed. If it is more than 30 minutes, you may be charged for the extra time it takes the tradespeople to reach their destination. We as a firm, believe that it is good practice to pay the tradespeople when they are traveling for more than 30 minutes. The exception to this is normal travel to and from home in peak motorway traffic. This condition usually applies to work outside of the city.

## **After Hours Work**

If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to 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.

## **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.

## **Payment**

- For call-out jobs, emergency jobs and urgent jobs payment is due when the work is complete, unless we have made other arrangements. If you have been sent an invoice, payment is due as per the payment date on the invoice.
- Once your job is complete, you will be sent a final invoice by email.
- Please let us know before work commences if you would prefer an invoice to be mailed to you, as our default communication is email.

## **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. We also reserve the right to cancel the contract entirely if payment is late or delayed.

## **Progress Invoices**

- 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. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.
- As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.
- If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.
- We reserve the right to stop work if progress payments have not been made.

## Discounts

- Discounts applied to your account are administered at our discretion.
- Discounts may be revoked, and the full amount may be charged to you if an invoice remains unpaid for more than **20 days** or any other agreed date.

## Disputed Invoices

- If you need to discuss any aspect of payment, please contact us immediately.
- If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.

## Unpaid Accounts

- If payment remains outstanding for over **20 days** from the invoice due date a late payment fee of 7.5% will be applied to payments received after the due date at our discretion.
- We reserve the right to charge **3%** compounding interest monthly for overdue accounts.
- Debt Collection costs may be added to invoices that remain outstanding for over **20 days** from the due date.

# Terms of Trade 21/06/2022

**SJ APEXPP 2020 LTD t/a Apex Property Solutions**

## Thank you for choosing us

Please read the Terms of Trade listed below. You can accept these terms by clicking on the link in the email that this document was attached to. These terms need to be accepted before we begin work at your property.

### 1. Application of Terms of Trade

1.1 These terms apply to all trade between **The Customer** and Apex Property Solutions. These terms are effective from the above date until these Terms of Trade are replaced by another document. Unless the context requires otherwise, the following definitions shall apply to these terms of trade.

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

**2.1** Apex Property Solutions means '**SJ APEXPP 2020 LTD**' and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies.

**"Customer"** means the customer who opened an account or the person that the account was created for. These terms of trade include the Customer's trustees, executors [if an individual or successors], permitted assigns, and/or administrators.

**2.2 "Goods"** means the goods supplied to the Customer by Apex Property Solutions which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by Apex Property Solutions in respect of the goods.

**2.3 "PPSA"** means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

**2.4 “PPSR”** means the Personal Property Securities Register under the PPSA.

### **3. Payment**

**3.1** The Customer shall pay in full for the goods and services no later than the date specified on the Company's invoice. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which Apex Property Solutions may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, Apex Property Solutions (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest on the amount outstanding from due date until payment.

**3.2** The price for the goods and services supplied by Apex Property Solutions shall become immediately payable, regardless of any other terms of payment, and Apex Property Solutions may take immediate action to recover the price. This includes if the Customer is in default under any agreement with Oasis Innovations or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

### **4. Withdrawal of Credit**

**4.1** Apex Property Solutions may at any time, in its sole discretion, withdraw the provision of credit to the Customer.

### **5. Delivery and Return**

**5.1** Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from Apex Property Solutions premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

**5.2** Apex Property Solutions may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Apex Property Solutions (whether payment is due or not).

**5.3** If Apex Property Solutions is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) Apex Property Solutions may suspend delivery or cancel the Customer's

order without incurring any liability for loss or damage suffered by the Customer.

**5.4** Goods will only be accepted for return with the prior approval of Apex Property Solutions. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by Apex Property Solutions.

## **6. Risk**

**6.1** Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

**6.2** The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to Apex Property Solutions. The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

## **7. Ownership**

**7.1** Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company.

**7.2** Notwithstanding the provisions of clause 6.1 regarding Apex Property Solutions ownership of any sale proceeds, until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

## **8. Enforcement and PPSA**

**8.1** The Customer irrevocably gives Apex Property Solutions and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if Apex Property Solutions has cause to exercise any rights it has under section 109 of the PPSA.

**8.2** The Customer indemnifies Apex Property Solutions for any and all costs associated with the enforcement of these terms of trade, including legal

costs on a solicitor/client basis. This includes but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

**8.3** The Customer waives its right under the PPSA to receive any verification statement from Apex Property Solutions

**8.4** The Customer shall immediately notify Apex Property Solutions in the event that the Customer changes its name.

## **9. Representations, Warranties, Terms and Conditions**

**9.1** To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between Apex Property Solutions and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by Apex Property Solutions to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

**9.2** If Apex Property Solutions shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

**9.3** Under no circumstances will Apex Property Solutions be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

## **10. Privacy**

**10.1** The Customer agrees that Apex Property Solutions may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of Apex Property Solutions business, including credit assessment and debt collecting. The Customer consents to any person providing Apex Property Solutions with such information.



**10.2** The Customer agrees that Apex Property Solutions may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

**10.3** Without limiting the provisions of clauses 9.1 and 9.2, the Customer understands that:

- a)** Apex Property Solutions is asking the Customer for personal information about the Customer for the purpose of:
  - i.** obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of Apex Property Solutions opening or reviewing a trading account for the Customer, and.
  - ii.** registering the security interest created by clause 6.1 under the PPSA;
- b)** Apex Property Solutions will give the Customer's personal information to:
  - i.** a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and
  - ii.** the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;
- c)** The credit reporting bureau will provide Apex Property Solutions with information about the Customer for the purposes outlined in clause 9.3(a)(i), and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too.
- d)** The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.
- e)** If the Customer defaults in the Customer's payment obligations to Apex Property Solutions, information about that default may be given to the

credit reporting bureau and may be provided to other users of that service other than the Customer.

f) The Customer has a right of access to, and may request correction of, personal information held by Apex Property Solutions or a third party about the Customer. For those purposes, the Customer understands that he or she may contact Apex Property Solutions at the address set out in the application for credit account to which these terms of trade relate, for information.

## **11. Amendment**

Apex Property Solutions may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by Apex Property Solutions to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of Apex Property Solutions.

## **12. General**

**12.1** Unless expressly provided otherwise in any written agreement between Apex Property Solutions and the Customer, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between Apex Property Solutions and the Customer relating to the supply of goods and services by Apex Property Solutions to the Customer.

**12.2** 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.

**12.3** These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. Apex Property Solutions and the Customer shall submit to the non-exclusive jurisdiction of the Courts in your Country.