

SEARCHFIELD ELECTRICAL LIMITED TERMS AND CONDITIONS

1. Definitions

- 1.1 'We', 'Us' and 'Our' shall mean Searchfield Electrical Limited and its agents and employees.
- 1.2 'You' shall mean the customer, its agents and employees, or any person acting on behalf of and with the authority of the customer, or any person purchasing Goods or Services from us.
- 1.3 'Goods and Services' shall mean all goods or services provided by us to you and shall include, without limitation, all charges for labour and work, hire rates, insurance charges, or any fee or charge associated with the supply of goods by us to you.
- 1.4 'Price' shall mean the cost of the Goods and Services as agreed between us and you subject to clause 3 of these Terms and Conditions.

2. Acceptance

- 2.1 Any instructions or order received by us from you either verbal or written for the supply of Goods and/or Services shall constitute acceptance of these Terms and Conditions.
- 2.2 The terms set out in any email or letter override these Terms and Conditions if there is any inconsistency between them.

3. Price

- 3.1 Where no price is stated in writing or agreed to orally the Goods and/or Services shall be supplied at our standard rate as at the date of supply.
- 3.2 The Price may be increased by the amount of any reasonable increase in the cost of supply of the Goods or Services that is beyond our control between the date of the contract and the date of the supply of the Goods or Services.

4. Payment

- 4.1 Payment for the Goods or Services shall be made in full on or before the 20th day of the month following the date of the invoice unless alternative arrangements have been made ("the Due Date").
- 4.2 Interest may be charged on any amount owing after the Due Date on any amount which is more than 7 days overdue at the rate of 1 % per month or part month.
- 4.3 Should you fail to pay your invoices by the Due Date then you shall pay all of our costs and expenses (including legal costs) which may be incurred in the recovery or attempted recovery of overdue amounts from you.
- 4.4 If your account is in default, we may cease work on any matter for you until the default is remedied.
- 4.5 Prior to the supply of Goods or Services, we may require a deposit from you. If we do, we may withhold any Goods or Services until the deposit has been paid.
- 4.6 Clerical errors or omissions, whether in computation or otherwise in any quotation/tender, acknowledgement or invoice shall be subject to correction.

5. Ownership and Risk

- 5.1 Ownership of Goods remains with us until payment is made in full for the Goods.
- 5.2 We supply the Goods to you on the condition that we have a purchase money security interest (as defined in the Personal Property Securities Act 1999) in the Goods.
- 5.3 If payment for the Goods is overdue in whole or in part we may repossess and resell or retain the Goods and may for that purpose enter upon your premises or any other premises upon which the Goods are situated at any time and without notice and without being in any way liable to you or any other person or entity.
- 5.4 If you dispose of any of the Goods before payment is made in full, you shall hold the proceeds of sale in trust for us.

- 5.5 The risk of any loss or damage to any Goods sold, or deterioration of the Goods, due to any cause whatsoever shall pass to you upon delivery of the Goods. If the Goods remain on our premises owing only to the failure of you to accept the Goods or at your request, such Goods shall be at your risk.

6. Guarantee

- 6.1 If you have signed this agreement as a guarantor, you agree that we may recover from you payment of any moneys owing by the customer to us.

7. Limitation of Liability

- 7.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the lesser of the minimum extent required by the relevant statute or the fees paid under the invoice for the Goods and Services.
- 7.2 Except as otherwise provided by clause 7.1, we shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of the Goods and Services to you, including consequential loss whether suffered or incurred by you or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Services provided by us to you.
- 7.3 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where we provide the Goods and Services for the purposes of a business in terms of sections 2 and 43 of the Consumer Guarantees Act 1993.
- 7.4 We will not be liable to you for any loss or damage arising out of or in connection with any delay or failure to perform the terms of the contract of supply where such delay or failure is caused directly or indirectly from causes beyond our control (including any failure by any of our suppliers to supply on time).

8. Warranties

- 8.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Goods or Services except where the Goods are supplied or the Services provided pursuant to the Consumer Guarantees Act 1993 (subject to clause 7.3).

9. Indemnity

- 9.1 You indemnify us and our officers, directors, agents, advisers and employees against any actions, proceedings, losses, damages, liabilities, claims, costs and expenses including fines, penalties, legal and other professional costs on a full indemnity basis that we or any of our officers, directors, agents, advisers or employees incurs or suffers as a direct or indirect result of the provision of the Goods or Services by us to you pursuant to this agreement or any breach of these Terms of Engagement by you.

10. Privacy Act

- 10.1 You agree that we may disclose information we hold about you to credit reporting and/or debt collection agencies, as necessary to recover any amount you owe us. You also agree that we may obtain information about your credit history from appropriate agencies.

11. General

- 11.1 These Terms and Conditions shall be binding on the legal representatives, assignees and successors of both parties.
- 11.2 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.3 No failure or delay on the part of either party in exercising any power or right under these Terms and Conditions will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power contained in these Terms and Conditions.