



TERMS OF TRADE

The Contractor (Bayphil Construction) is agreeable to providing such services to the Client on the terms and conditions set out in this agreement.

TERMS OF AGREEMENT

1. The terms of this agreement will begin on the date the quotation is accepted or in the case there is no quote provided, the works will be based on an hourly rate and the agreement will begin on the date the works commence.
2. It is not necessary for this contract to be signed. The Client and the Contractor are bound by these terms once the quote has been accepted by the Client or the works have commenced.

CURRENCY

3. Except as otherwise stated in this Agreement, all monetary amounts referred to in the Agreement are in New Zealand Dollars (NZD).

QUOTATION AND ACCEPTANCE

4. The price of the work shall be the price stated in the quotation, or as per BayPhil standard hourly rate charges with any extra work agreed upon between the parties and subject to variations in accordance with clauses 9 & 10.
5. Quotations will be valid for 30 days, after which time a new quotation may be given by the Contractor to the Client on request.
6. Any additional work or unforeseen to the Contractor will be charged to the Client.

VARIATIONS

7. The Contract Price may be varied by agreement between the parties, subject to written or verbal confirmation of such variation to the contract.
8. The term Variation refers the variation of costs such as labour, plant, materials, transport which may be subject to change due to unforeseen circumstances.
9. Any variation the Client may request due to change of mind may be accepted or rejected at the discretion of the Contractor.

DEFECTS

10. The Client must notify the Contractor of any defects in the work within a 90-day period from completion. We accept no liability for any defect which is attributable to you not complying with your obligations under these Terms, including any incorrect information you supply to us.

NO REFUNDS OR WARRANTIES

11. There will be no refunds for cancellations if you change your mind.
12. The Client acknowledges and agrees that after the Contractor has received an accepted quote there will be no refund given and the quoted price is to be paid.

13. The services the Contractor provides the Client will be rendered with due care and skills; fit for purpose as advertised and will be supplied within a reasonable time frame. To the extent the Contractor is unable to exclude liability; the total liability for loss or damage the Client suffers or incurs from the services is limited to the Contractor re-supplying the services, or, at the Contractor's option, refunding the Client the amount paid for the Services.

DISPUTES

14. If a dispute arises the Client and the Contractor agree that confidentiality is paramount to the reputation of both parties. At no time will any communications or discussions be made public.
15. In the event of any dispute on the work, quality, or ownership, both parties agree to put in writing their concerns, and to meet to discuss a potential resolution.

PAYMENT

16. All payments for work performed will be invoiced at completion and must be paid within seven (7) days of the date the invoice is issued.
17. The Contract Price is exclusive of GST.

PLANS AND SPECIFICATIONS

18. The Contractor is entitled to rely on the accuracy of any plans, specifications, and other information provided by the Client. The Client acknowledges that if any of the information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss, damages or extra costs resulting from these inaccurate plans, specifications, or other information.
19. By accepting the quote, the Client will assume design responsibility for the work if no plans or specifications are provided. The Contractor will use this information to complete the work and the Client will be responsible for providing this accurately.

SITE AND ACCESS

20. The Client must provide complete, free and easy access into the site the work will be performed.

HEALTH AND SAFETY

21. The Client agrees to abide by all Health and Safety requirements set out by the Contractor.
22. The Client is responsible for providing a safe work area.

MISCELLANEOUS

23. The Client agrees that the Contractor may take photographs at various points during our Services, and from time to time use this content for the purposes of marketing, advertisement, social media, or other means to promote our services. The Contractor will ensure this does not identify your personal property or compromise your privacy. In the event you do not wish for us to do so, please notify us in writing.

COMPLETION

24. The Client acknowledges that any estimates as to the timeframe of the completion of the work are estimates only. The Contractor will use its best endeavors to complete the work on or before the estimated timeframe and is not liable for any delays in completing the work due to restrictions, weather conditions, shortages of materials or any other causes beyond the Contractor's control.
25. Should any delays occur the Client agrees that all costs incurred from the result of delays will be charged as a variation to the contract price as per clause 9.