

Hoskin Williams Group Limited

Terms and Conditions of Trade

By accepting our quotation and paying the required deposit, you confirm that you have read and accepted these Terms and Conditions of Trade. All work carried out and all payments made will be governed by the provisions set out below.

1. Hoskin Williams Group Limited Responsibilities

- Deliver workmanship of the highest standard that meets all relevant New Zealand building codes and regulations.
- Take reasonable care to protect your property, including floor coverings, entryways, adjoining walls, and neighbouring rooms.
- Complete the agreed scope of work within a reasonable timeframe. Timeframes are indicative only and may be extended by delays from other trades, adverse weather, or unforeseen circumstances.
- Report any existing defects in the work area—structural, plumbing, electrical, or moisture-related. Clients must provide instructions within 24 hours of notification.
- Notify you promptly of unforeseen building issues (e.g., out-of-square rooms, sub-floor damage, glue residue requiring grinding, or restrictions that prevent recessing fittings).
- Maintain a clean, tidy, and safe worksite, taking all practicable steps to prevent accidents in accordance with health-and-safety obligations.

2. Client Responsibilities

- Provide our tradespeople with access to the site between 7 : 30 am and 5 : 00 pm, Monday to Friday, unless otherwise agreed. Weekend access will be arranged with at least 24 hours' notice.
- Rectify, at your cost, any unforeseen defects not provided for in the contract (e.g., non-level walls, rotten timbers, floor repairs, or non-compliant plumbing). Such repairs may extend the project timeframe.
- Pay for any additional work you request that falls outside the contract. These variations are invoiced separately and payable immediately on receipt. Variations may also extend the completion date.
- Hoskin Williams Group Limited is not liable for damage to adjacent wall linings. Repairs, if requested, can be undertaken as a variation to under-coat stage only. This contract excludes redecorating outside the defined work area unless specified otherwise.
- Obtain and pay for all permits and consents required under the Building Act 2008, unless explicitly included in the contract.
- Accept that renovation work may generate dust, noise, and fumes. We will minimise disruption, but some inconvenience is unavoidable.
- Refrain from entering the construction zone unless accompanied by the project manager. Entry without supervision is at your own risk.

- • Take all practicable steps to ensure your own health and safety and cooperate with our health-and-safety and environmental policies.

3. Payment

- • Unless otherwise agreed in writing, payment terms are as set out below.
- • A standard deposit of 50 % of the contract price is payable on acceptance.
- • For large or complex projects, the project manager may agree to an alternative deposit amount.
- • The balance (generally the remaining 50 %) is payable immediately on completion of the work.
- • If an alternative deposit was paid, the final payment is adjusted so the total payments equal 100 % of the contract price.
- • For long-duration projects we may issue progress claims that reflect the work completed to date; the sum of all claims will total 100 %.
- • Invoices for variations are payable immediately upon completion of the additional work.
- • Late payments accrue interest at 14 % per annum, calculated daily, from the invoice due date specified.

4. Warranty

- • We provide a five-year workmanship warranty on bathroom renovations completed by Hoskin Williams Group Limited and its engaged trades.
- • For plumbing and gas-fitting maintenance services, we provide a twelve-month workmanship warranty.
- • Once the work is completed, any workmanship warranty claims will be assessed and remedied within a reasonable timeframe.
- • Product warranty claims for items supplied by us must be directed to the manufacturer, whose warranty applies.
- • Warranty excludes damage resulting from lack of maintenance, failure to follow our instructions, continued use after a defect becomes apparent, fair wear and tear, or unauthorised alterations.
- • Your warranty is valid only once all amounts owing to Hoskin Williams Group Limited are paid in full.
- • We accept no liability for defects that existed prior to commencement of work.

5. Security

All materials and products remain the property of Hoskin Williams Group Limited until payment, including any variations, is received in full.

6. General

- • These terms are consistent with the Construction Contracts Act 2002 and apply where relevant.
- • All pricing will be subject to fixed quoted rates (unless otherwise prior agreed upon) accepted prior to the commencement of works.

- Hoskin Williams Group Limited reserves the right to charge a non-refundable quote fee of \$50.00 + GST for site visits and detailed quotations. This fee covers the time, travel, and expertise involved in assessing the project and preparing a formal quote. If the client proceeds with the quoted works, the quote fee may be credited toward the final invoice at our discretion.
- • Hoskin Williams Group Limited holds public liability insurance for the duration of your project. You are responsible for insuring the existing structure and contents.
- • Underground services: You must identify and clearly mark all underground services (e.g., electricity, gas, water, telecoms) before we commence work. We will exercise care, but you indemnify us against any loss or damage arising from unmarked or inaccurately marked services.
- • Cancellation: If you cancel after accepting the quote and paying the deposit, an administration fee, restocking charges, sub-contractor cancellation fees, and any other costs incurred will be deducted before any refund is issued.