

Commercial: Contract Terms & conditions

1. Re-establishment costs. Without an agreed construction program, Auckland Plastering Group requires a minimum of 72 hrs notice by email to commence requested any task, job spec or Scope of Works. If this [Task/Job/SOW] is cancelled within 48 hrs of agreed start time, a re-establishment cost of \$1,100.00 will be invoiced.
2. This quotation allows for continuous work without interruptions. If work must be discontinued for a reason not liable to Auckland Plastering Group Ltd, then we reserve the right to recoup any costs associated with lost time and productivity. Quotation allows only for a single stage unless specified in quotation
3. An invoice will be issued as a claim for payment, as provided under the Construction Contracts Act 2002. Any disputed items must be clearly identified in a written payment schedule before the due date. The customer shall pay the contractor interest on all amounts remaining unpaid after the due date down to the date of payment in full at the rate of 10% per month compounding monthly. The customer shall be liable to pay the contractor any additional costs incurred in recovering any overdue monies, on a full indemnity basis.
4. All payments due to Auckland Plastering Group in respect of the quoted works shall be paid without set-off or deduction.
5. Auckland Plastering Group retains ownership and title of all its materials until full payment of quotation is made.
6. The parties will be communicative and responsive concerning any workmanship issue. The Customer will promptly and without any undue delay advise of any workmanship issue with sufficient detail to enable Auckland Plastering Group to attempt to resolve the issue.
7. In the event of any dispute between the Customer and Auckland Plastering Group regarding the quoted works, the parties agree to attempt to mediate that dispute within 30 working days utilising a jointly agreed mediator or a mediator nominated by the Auckland District Law Society, and with the exception of any proceedings by Auckland Plastering Group to enforce payment of any sum due under any payment claim, neither party shall commence any legal proceedings against the other until such mediation has first been attempted.
8. It is the responsibility of the customer to provide access to works 3.0 metres or greater. Customer to supply scaffolding and safe height operating systems setup for works being carried out.
9. Unless specified in quotation, remedials are not included. Any remedials will be at charged hourly at \$65/hr/per person (excludes GST) plus materials.
10. Customer to supply LBP number for council sign off.
11. Moisture Levels over 16% may result in screw popping and cracking of plasterboard. The customer is responsible to ensure that the substrate is fit to be lined as per the Gib Site Guide. Auckland Plastering Group does not accept responsibility for remedials due to timber moisture.
12. We are happy to price match any other reputable company upon proof of their workings.
13. Unless otherwise specified in quotation, working hours are to be only during Monday to Friday - 7.30am to 4.30pm which excludes public holidays.
14. It is the responsibility of the customer to provide rubbish bins and to provide labour for rubbish removal.

15. Quotation is based on all trades being accepted. We reserve the right to amend the quoted price if an individual trade or part trades have been selected.
16. When there is a suspected or confirmed COVID-19 case in the project that requires the client to shut down the site and when Auckland Plastering Group is required to come back to site when it is fully cleared, this is to be done only under the basis as soon as practically reasonable.
17. The customer shall have no right to terminate the contract for the quoted works upon the grounds of any alleged breach unless the Customer has first given Auckland Plastering Group twenty (20) working days' notice to remedy the alleged breach, and the alleged breach remains unremedied after that 20 working days has expired.