

Just Fix It Ltd – Works Terms and Conditions

1. **Definitions**
- 1.1 "Just Fix It" shall mean Just Fix It Ltd, or any agents, employees, successors or assigns thereof.
- 1.2 "Client" shall mean the entity or person named on any form provided by the Client to Just Fix It (or any person acting on behalf of and with the authority of such entity or person) who buys or agrees to buy Works.
- 1.3 "Works" shall mean all Works (including without limitation the advice and designs on repairs, maintenance, and installation, the supply of goods and materials, technical advice and design service and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Works) undertaken by Just Fix It and described in the quotation and includes any advice or recommendations.
- 1.4 "Materials" shall mean goods (as defined by the Sale of Goods Act 1908) required to undertake the Works.
- 1.5 "PPSA" shall mean the Personal Properties Securities Act 1999.
- 1.6 "Price" shall mean the cost of the Works, Materials and any payments made to 3rd parties as determined by Just Fix It and any other amounts owing to Just Fix It by the Client.
- 1.7 A Charge up contract is where Just Fix It supplies labour and tools for the Works (unless otherwise agreed with the Client) at an agreed upon hourly rate. The Works are stated in the quotation and Just Fix It is responsible for the completion of stated task in the manner it sees fit.
- 1.8 A Quoted Contract is where Just Fix It supplies a quotation with a stated price for described work. Just Fix It is responsible for the completion of job as per the quoted description, in the manner and with the materials they see fit for the job.
2. **General**
- 2.1 Headings are inserted for convenience and shall not affect the construction of this contract. The singular includes the plural and vice versa. Persons include incorporated and unincorporated entities. Words referring to one gender include the other.
- 2.2 If any provision of this contract shall be invalid or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.
- 2.3 This contract shall be subject to the laws and statutes of New Zealand and subject to the jurisdiction of the court geographically closest to the physical address of Just Fix It.
- 2.4 If the Client includes two or more persons, those persons' liability is joint and several.
- 2.5 Just Fix It's failure or delay in exercising or enforcing any right it has under this contract shall not operate as a waiver of Just Fix It's rights to exercise or enforce such rights or any other rights in the future.
- 2.6 Just Fix It may, and the Client may not, vary or replace this contract and it will be a condition of Just Fix It continuing to supply Works to the Client that the Client agrees to sign a variation or replacement of this contract.
- 2.7 Any waiver of these terms and conditions by Just Fix It must be made in writing.
- 2.8 The Client may not assign all or any of the Client's rights or obligations under this contract without the written permission of Just Fix It.
- 2.9 Just Fix It shall not be bound by any error or omission made by Just Fix It on any invoice, quotation, estimate, or any other document issued by Just Fix It.
- 2.10 The Client shall notify Just Fix It of any change in the Client's name and/or contact details by giving at least seven (7) days notice in writing prior to any changes taking effect.
3. **Acceptance**
- 3.1 Any instructions received by Just Fix It from the Client for the supply of Works and/or the Client's acceptance of Works supplied by Just Fix It shall constitute acceptance of this contract.
- 3.2 Just Fix It will only supply Works on these terms and conditions unless agreed otherwise in writing.
- 3.3 These terms and conditions along with invoices, credit application, quotations, estimates, order forms, or any other documents issued by Just Fix It together form the contract and are the full agreement between the parties.
4. **Quotations**
- 4.1 Based on a correct and reasonable description of Works requested by the Client, if Just Fix It estimates that the time taken to complete the Works as described is likely to be more than three (3) hours (with one additional chargeable hour allowed for) then a free quote maybe offered to customers. If Just Fix It estimates that the time taken to complete the Works as described is likely to be less than four (4) hours, then no free quote will be offered and Just Fix It will either only complete the Works on a charge up basis or offer to complete a quotation for Just Fix It's current minimum charge fee (currently \$110.00 + GST).
- 4.2 Where a quotation is given for the Price then:
 - a) the quotation shall only be binding upon Just Fix It for thirty (30) days from the date of issue; and
 - b) where Works are required in addition to the quotation then the Client agrees to pay the additional Price of such Works.
- 4.3 All quotations, estimates or others stated prices (written or verbal) are based on visual observations and information available at the time they are made and are based on previous work and other factors being plumb, square, flat, level and in good condition. Extra expenses to rectify or compensate for previous work and other sub terrain factors will be the responsibility of the Client.
- 4.4 Unless specified in the quotation, the Works do not include plumbing, electrical, ducting, flooring, tiling, painting, decoration or other work requiring a tradesperson, nor does it include the stripping and removal of tiles, existing units or other obstructions from the area where the Works are to be carried out.
- 4.5 Just Fix It may sub-contract any part of this contract. No sub-contractor has any authority to agree to any variation of this contract on behalf of Just Fix It.
- 4.6 Where sub-trades (including, but not limited to, plumbers, electricians, roofers, painters, plasterers and tilers) are appointed to complete the Works, the Client acknowledges and understands these services are made available via Just Fix It on a charge up basis only and that no quotation will be provided. All costs and expenses incurred by Just Fix It for engaging these services, plus administrative time taken to make these arrangements, will be paid by the Client in full at the completion of that portion of the Works any sub-trades have provided.
- 4.7 The Client is responsible for their own insurance, electricity, consumables, raw materials and tools.
5. **Works Charges (for the purposes of this clause all Prices exclude GST)**
- 5.1 Our subscription is \$150.00 per year for individual and \$350.00 per year for corporate. All newsletters and information will be sent via email and selected members maybe offered the opportunity to link their details via our website. Just Fix It reserves the right to decline anyone from becoming a subscribing customer.
- 5.2 For subscribing customers Just Fix It's labour charges are \$110.00 per hour for the first hour, thereafter \$55.00 per hour. For non-subscribing members Just Fix It's labour charges are \$110.00 per hour for the first hour, thereafter \$65.00 per hour. All customers will be provided with four (4) weeks written notice of any price increases, either via newsletter, email, or our website or our current terms of trade.
- 5.3 Just Fix It reserves the right to make a key pick up & drop off charge of \$25.00 each way within 20kms of the site, with an additional \$25.00 per 10kms charged thereafter.
- 5.4 The Client agrees to supply access to the site, power and water to complete the Works. It is also recommended that access to fuses be available. If access to the site, power or water is required, and is not available at the arranged time and for the duration of the Works, Just Fix It may leave the site if unable to effectively complete the Works and a minimum charge of four (4) hours per labour unit will be passed onto the customer.
- 5.5 The Client is responsible for identifying and marking underground services and boundary pegs prior to commencement of work.
- 5.6 A maximum travel charge of \$32.50 (each way) will be charged each day for the duration of the Works. This travel charge may also apply to any quote requested by a customer, where Just Fix It's 'expertise' is required to identify any issues/solutions before a quotation can be prepared.
- 5.7 At least one car park in the vicinity of the site is to be made available for the use of the Seller throughout the duration of the Works. If no parking is immediately available any parking costs may be charged in addition to the Price.
- 5.8 Just Fix It's normal business hours are between 9am and 5pm (excluding weekends and public holidays). Works completed outside these hours at the request of the Client, or the Clients agent, attracts an additional surcharge of \$25.00 per hour which will be charged in addition to the Price.
6. **Price**
- 6.1 Just Fix It may require a deposit of a percentage of the Price before delivering the Works.
- 6.2 The Price of the Works shall be either:
 - a) as shown on Just Fix It's invoice, or
 - b) stipulated (subject to clause 4) in Just Fix It's quotation.
- 6.3 Unless otherwise agreed no allowance has been made in the Price for the deduction of retentions.
- 6.4 Unless otherwise agreed the Price is exclusive of Goods and Services Tax, and any other applicable taxes, duties, charges and costs payable by the Client in addition to the Price.
7. **Payment**
- 7.1 Unless otherwise agreed to in writing by Just Fix It, payment of any invoice shall be due on completion of the Works.
- 7.2 Just Fix It may submit a detailed payment claim at intervals not less than one (1) week for Works performed up to the end of each week. The value of Works so performed shall include the value of authorised variations, and the value of Materials delivered to the site but not installed.
- 7.3 Just Fix It has the right to apply or appropriate any payment to any account of the Client. Should the Client have a number of accounts, then Just Fix It is hereby given the right to combine any account and also set-off any amount between such accounts.
- 7.4 All payments by the Client must be made in full and without any deduction or right of set-off or counterclaim. The Client agrees, however, that any monies that Just Fix It may owe the Client on any account whatsoever may, at Just Fix It's option, be set-off against payments due by the Client to Just Fix It.
8. **Default**
- 8.1 Without prejudice to any other rights or remedies that Just Fix It may have against the Client, the Client agrees that in the event of default in payment by the Client then the Client agrees to pay on demand:
 - a) all costs (including, but not limited to, collection agency fees, commission, legal fees and any other costs on a solicitor and own client basis) incurred by Just Fix It in recovering any amounts payable by the Client to Just Fix It; and
 - b) interest on the amount outstanding at the end of each week in which the Clients account is in arrears at the rate of one half percent (1/2%) per week (compounding) with such a rate after as well as before any judgement; and
 - c) a monthly administration fee of twenty five dollars (\$25) by way of damages payable on the last day of each month in which the Clients account is in default.
- 8.2 Just Fix It may at Just Fix It's sole discretion stop further performance of this contract, require payment in cash before further performance of this contract, or terminate this contract without notice to the Client upon the happening of any of the following events:
 - a) the Client makes default in payment due under this contract or in payment of any moneys due by the Client to Just Fix It on any account whatsoever; or
 - b) the Client is insolvent or takes any proceedings to reschedule any indebtedness; or
 - c) in Just Fix It's opinion the Client is unable to pay indebtedness as it falls due; or
 - d) a receiver or manager is appointed to any property of the Client.
9. **Privacy Act**
- 9.1 The Client acknowledges that personal information collected or held by Just Fix It is provided and may be held, used and disclosed for the following purposes:
 - a) administering, whether directly or indirectly, Just Fix It's contracts and enforcing Just Fix It's right thereunder; and
 - b) marketing Works provided by Just Fix It; and
 - c) ascertaining at any time the Client's creditworthiness and obtaining at any time credit reports, character references or credit statements; and
 - d) enabling Just Fix It to notify any credit agency of any application for credit or default on any obligation of the Client to Just Fix It and enabling Just Fix It to provide such personal information to any credit agency so such credit agency can maintain correct accounting records; and
 - e) enabling the Client to communicate with Just Fix It for any purpose.
- 9.2 Where the Client and/or Guarantors are an individual the authorities under clause 9.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 9.3 The Client has the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information concerning it held by Just Fix It.
10. **Completion**
- 10.1 The Works shall be deemed to be completed when (subject to clause 11) the Works carried out under this contract have been completed without any omissions or defects in accordance with the plans, specifications or instructions.
- 10.2 The time agreed for delivery (if any) shall not be an essential term of this agreement unless the parties agree otherwise in writing to make time of the essence.
11. **Defects**
- 11.1 Any claim by the Client as to incorrect performance or breach of this contract must be made to Just Fix It in writing within seven (7) days of completion (time being of the essence) of the Works otherwise Just Fix It shall be entitled to presume that the Works have been completed in good order and without defect in quality.
12. **Warranty**
- 12.1 In the event that the Materials are second hand in nature then the Client acknowledges and understands that they purchased at their own risk and are supplied without any warranty and any implied warranty, statutory or otherwise, is expressly excluded.
- 12.2 In the event that any Materials are not manufactured by Just Fix It then the Client shall only have the benefit of the warranty (if any) provided by the manufacturer.
- 12.3 Materials supplied by the Client are not covered under any warranty provided by Just Fix It. If the Client chooses to supply its own Materials Just Fix It will fit them but will not cover any damages incurred in completion of the Works. To the extent permitted by statute Just Fix It excludes all other representations, warranties (whether express or implied) and liabilities whether in contract, tort, under any other legal principle, or otherwise.
13. **Risk**
- 13.1 Risk in the Works shall pass from Just Fix It to the Client upon completion of the Works.
- 13.2 The Client shall keep the Works and Materials insured against fire, accident, theft and other risk as Just Fix It may require in the names of Just Fix It and the Client for their respective rights and interests as well as providing for payment of policy proceeds to Just Fix It until such time as payment is made in full and title in the Materials has passed to the Client.
14. **Title**
- 14.1 Property and ownership in the Materials will not pass to the Client, but will remain with Just Fix It, until payment in full of the Price.
- 14.2 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such instrument is paid in full.
- 14.3 Until payment in the Materials passes to the Client and if the Client is in default of payment then the Client shall deliver the Materials to Just Fix It upon demand and in the event the Client does not comply with such a demand then Just Fix It shall be entitled to enter upon the Client's premises at any time and do all things necessary in order to take possession of the Materials. The Client shall be liable for all costs of whatsoever nature associated with the exercise of Just Fix It's rights under this clause.
15. **Caveat and Mortgage**
- 15.1 The Client and/or any guarantor of the Client agree that Just Fix It shall have the right to complete and register a mortgage over any property owned by the Client and/or any guarantor of the Client to secure any amount outstanding and that Just Fix It shall have the right at its discretion to place a caveat on any such property for the purpose of this clause and the Client and/or the guarantor hereby irrevocably appoint Just Fix It as the attorney of the Client and/or the guarantor for the purpose of Just Fix It exercising its rights under this clause whilst any amount remains in default.
- 15.2 Should Just Fix It elect to proceed in any manner in accordance with clause 15.1, the Client and/or guarantor shall indemnify Just Fix It from and against all Just Fix It's costs and disbursements including legal costs on a solicitor and own client basis.
16. **Limitation of Liabilities**
- 16.1 Just Fix It shall not be liable to the Client, or to any other person, for any loss or damage either:
 - a) caused by any delay in delivery however that delay is caused; or
 - b) arising directly or indirectly from the Goods or their use.
- 16.2 Just Fix It shall not be liable for any consequential, indirect or special damages or loss of any kind suffered by the Client or any other person caused by any breach by Just Fix It of any of Just Fix It's obligations under this contract.
- 16.3 To the extent permitted by statute if Just Fix It is ever liable to the Client, or any other person, and Just Fix It cannot rely on the exclusions or representations, warranties, or liabilities set out in these terms and conditions then Just Fix It's liability is in all cases limited to the Price of the Goods.
- 16.4 Neither party shall be deemed in default of this contract to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any Act of God, war, terrorism, fire, natural disaster, accident, act of government, strikes, unavailability of material, or any other cause beyond the reasonable control of such party.
- 16.5 The Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgement and not as a result of any inducement, representation or promise made by Just Fix It.
17. **Compliance with Laws**
- 17.1 The Client and Just Fix It shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.
- 17.2 The Client shall obtain (at the expense of the Client) all licences and approvals that may be required for the Works.
- 17.3 The Client agrees that the site will comply with any occupational health and safety laws relating to the site and any other relevant safety standards or legislation.
18. **Copyright**
- 18.1 All copyright, patent and intellectual property of any designs, drawings, specifications, sketches, or samples provided by Just Fix It shall remain the property of Just Fix It and shall only be used by the Client for the use for which they were intended or supplied.
- 18.2 Where Just Fix It has followed a design or instruction furnished by, or given by the Client, then the Client shall indemnify Just Fix It against all damages, penalties, costs and expenses of Just Fix It or in respect of which Just Fix It may become liable through any Work required to be done in accordance with such instructions involving an infringement of a patent, trademark, registered design or common law right.
19. **Dispute**
- 19.1 For disputes arising between the parties under this contract where the Price is within the limits of the jurisdiction of the Disputes Tribunal the Client expressly acknowledges and agrees that this contract may be taken as agreement that both parties consent for the dispute to be referred to the Disputes Tribunal for resolution.
- 19.2 For disputes arising between the parties under this contract where the Price exceeds the limits of the jurisdiction of the Disputes Tribunal the parties agree that before referring the dispute to a third party a period of no less than four (4) weeks shall pass to allow both parties time to attempt to negotiate or mediate an agreement. Failing an agreement acceptable to both parties being formed such disputes will be referred to a single arbitrator to be mutually agreed upon by the parties (or failing such agreement as appointed by the Arbitrators Institute of New Zealand council). Any determination of such arbitrator shall be final and binding on the parties and not subject to review.
20. **Construction Contracts Act 2002**
- 20.1 In the event that the Client is a residential occupier as defined by the Construction Contracts Act 2002 the Client hereby expressly acknowledges that:
 - a) Just Fix It has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client, or a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment, or the Client has not complied with an adjudicator's notice that the Client must pay an amount to Just Fix It by a particular date, and Just Fix It has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
 - b) If Just Fix It suspends work, it is not in breach of contract; and is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client, and is entitled to an extension of time to complete the contract; and keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
 - c) If Just Fix It exercises the right to suspend work, the exercise of that right does not affect any rights that would otherwise have been available to Just Fix It under the Contractual Remedies Act 1979; or enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Just Fix It suspending work under this provision.
21. **Cancellation**
- 21.1 To end the contract, the Client must give Just Fix It a signed notice stating that the Client is ending the contract under this clause and giving the details of why the contract is being ended.
- 21.2 If a contract is ended under this clause, Just Fix It is entitled to a reasonable Price for the Works carried out under the contract, or Materials specially ordered to the date the contract is ended. However, Just Fix It may not recover more than Just Fix It would have been entitled to recover under the contract.

I/we have read and understood the Terms and Conditions above and agree to abide by these conditions. If a company/partnership/trust then to be signed by two active directors/partners/trustees.

Signed: _____

Signed: _____

Dated: _____