

BORROW PLUMBING'S TERMS OF TRADE



NZBN: 9429052989353

Effective Date: 14/11/2025

Thank you for choosing Borrow Plumbing. These Terms of Trade outline how we work, what you can expect from us, and the responsibilities of both parties. By engaging Borrow Plumbing, you agree to these terms.

1. Application of Terms

1.1 These Terms of Trade apply to all plumbing services and materials supplied by Borrow Plumbing Limited ("we", "us", "our") to the Client ("you").

1.2 These terms remain in effect until replaced by an updated version.

1.3 If you are a residential customer, your rights under the **Consumer Guarantees Act 1993 (CGA)** apply. If you are acquiring our services for **business purposes**, you agree that the CGA does not apply.

2. Definitions

- **Goods:** Any materials supplied by us.
- **Services:** All plumbing work, labour, and related tasks carried out by us.
- **PPSA:** Personal Property Securities Act 1999.
- **PPSR:** Personal Property Securities Register.

3. Pricing and Payment

3.1 All prices are in NZD and exclude GST unless stated otherwise.

3.2 Payment is due on the date stated on the invoice.

3.3 For call-out and emergency work, payment is due upon completion unless otherwise agreed.

3.4 Progress invoices may be issued for labour and materials already supplied. These must be paid by the due date.

3.5 The agreed price for the goods and services supplied by **Borrow Plumbing Limited** shall become immediately payable, regardless of any other terms of payment, and **Borrow Plumbing Limited** may take immediate action to recover the price.

3.6 If you believe any part of the work is incomplete or unsatisfactory, you must notify us immediately so we can resolve the issue.

3.7 Overdue accounts may incur:

- A **late fee of \$100** after 20 days
- **Interest at 2% per month**, calculated daily
- **Reasonable debt collection and legal costs** after 30 days

4. Call-Outs, Travel and After-Hours Work

4.1 Standard business hours are **7:00am–5:00pm, Monday–Friday**.

4.2 Work outside these hours may incur an **after-hours call-out fee**.

4.3 A standard call-out fee covers administration and up to **30 minutes of travel**.

4.4 Additional travel time beyond 30 minutes may be charged.

4.5 Parking costs, tolls, or paid parking required to complete your job will be added to your invoice.

5. Cancellations and Rescheduling

5.1 Appointments may be rescheduled at no charge.

5.2 Cancellations require **24 hours' notice**.

5.3 Short-notice cancellations may incur a fee to cover lost time.

6. Deposits

6.1 Some jobs require a deposit before work begins.

6.2 If a deposit invoice remains unpaid, we may pause or cancel the job.

7. Delivery of Goods

7.1 Goods are deemed delivered when dispatched, installed, or collected.

7.2 Goods may only be returned with our prior approval.

7.3 Freight or return costs are your responsibility unless agreed otherwise.

8. Risk and Ownership

8.1 Risk in goods passes to you upon delivery or installation.

8.2 Ownership of goods remains with Borrow Plumbing until full payment is received.

8.3 Installed plumbing materials that become part of the property are not subject to PPSA repossession.

9. Liability

9.1 Residential customers retain all rights under the **Consumer Guarantees Act**.

9.2 For business customers, our liability is limited to the value of the goods or services supplied.

9.3 We are not liable for indirect, consequential, or financial loss.

10. Privacy

10.1 We collect personal information to provide services, manage your account, and assess creditworthiness (if applicable).

10.2 We may share your information with credit agencies, debt collectors, and suppliers where necessary.

10.3 You may request access to, or correction of, your personal information at any time.

11. Amendments

11.1 We may update these terms from time to time. The version in effect at the time of supply applies.

12. Governing Law

12.1 These terms are governed by New Zealand law.

12.2 Both parties submit to the jurisdiction of the New Zealand courts.