

1. Retro Construction Ltd, hereafter called "the Contractor" agrees with "the Client" (Business Entity, Private Individual, NGO, etc.) to render the full services as per these **GENERAL TERMS** and the quotation given in writing to the client. The contractor will endeavour to cause as little as disruption to the client's daily routines and living conditions during on site work. Collaboration, fair terms, and good decision making between parties will ensure the best possible outcome, but only whilst applying consideration and understanding, of especially changes that are sometimes unavoidable on the contractor's end. The purpose of these terms is therefore to manage risk and act as a guideline, whilst rendering the services in good faith and within the set legislation and agreement. Any **INTERPRETATIONS** or definitions needs to be queried with the contractor.
2. These terms and the jurisdiction fall under the **LAWS** of New Zealand and for this reason any regulated laws the government has already set will not be repeated in this agreement, such as terms under the consumer rights act, health and safety act, privacy act, etc. The Consumer Act will however not apply where the client is not seen as a consumer as per the Act of 1993. All parties withhold their rights to **LITIGATION**, after **DISPUTE RESOLUTION**. **NOTICES** to be delivered by email to either party and accepted.
3. These terms will be as **VALID** verbally as in writing. Any failure of the contractor's side to execute a right under these terms will only be seen as a deed of goodwill for the period the contractor may find suitable, if not for the whole duration of the project.
4. **UPDATING** and adding to these terms during a project is possible by informing the client of changes, which will become effective immediately. If any terms are found illegal/unenforceable herein, by law, then only the specific term will be removed, and it will not impair the remaining terms.
5. **LARGER PROJECTS** above \$30 000, as per the Building Act 2004, will require a Construction Contract and the applicable Check lists, Disclosure Statement, Payment Schedule, etc., within the Contract Agreement. Clients should retain paperwork for safekeeping and ensure that all terms are clear to them before accepting any quotation. If, for any reason a Construction Contract is not supplied, these General Terms will govern the works.
6. All **QUOTATIONS** will be valid for a period of 30 days from receipt, although due to the volatility in the market, any large increases in material cost may cause a change to the quotation (description of the work), which the client still has the option to accept or decline before paying a deposit.
7. The **LOCATION** of the project is as per quotation address, to be rectified by the client if incorrect, in writing.
8. The Client agrees that they have prior to the start date secured sufficient funds to meet their **FINANCIAL OBLIGATIONS**.
9. **RUBBLE** removal will not be included in the agreement, except if clearly stated in the quotation. The contractor will keep the site clean and tidy.
10. All **MATERIALS** required for the project will be included in the quotation unless noted as exclusions and otherwise agreed.
11. **ERRORS/OMISSIONS**: If errors or omissions are discovered, cost and schedule impact will be assessed, and a meeting arranged with the stakeholders to discuss. Detailed documentation will be provided to support the explanation. We commit to maintain open, honest, clear, and transparent communication with the client, always. In such an instance where we can accommodate the error we will in good faith/to show responsibility, but if are not able, we will discuss the situation with the client to find a mutual solution.
12. All **MATERIALS** and **EQUIPMENT** will remain the property of the contractor until paid for, but liability to safeguard the material from theft, and damage will be to the client, it being on the client's property. It is suggested that the client indicates a safe area for material delivery beforehand and the contractor cannot accept responsibility if the items cannot be kept safe. All materials and equipment supplied for the work will be suitable, new (except if agreed) and stay the property of the purchaser, including extra's and *visa versa*.
13. Any designs of projects made by the contractor will remain the property of the contractor and he claims **COPYRIGHT** of these and may take legal action should other contractors use these.
14. Any **SPECIAL CONDITIONS** from the client's side, before or during the project must be put in writing via email to the contractor.
15. The client agrees that the contractor may make use of onsite **PARKING** and will provide parking for the contractor onsite or directly outside the property for the duration of the agreement, without any liability or claims towards costs, to enable the contractor to do his work.
16. Any **VARIATIONS** to the project will be agreed between the parties before variation work is conducted, verbally or in writing, which will result in an amendment to the agreement. This may also cause variations to the timeline.
17. **DRAWINGS** and **SPECIFICATION** discrepancies will be executed by figured dimensions taking precedence over scaled dimensions, amended ones over older ones and are all subject to building consent, where applicable.
18. **EXTRA COSTS**: Any Costs for obtaining building/resource consent or architectural and professional services, if agreed to be arranged by the contractor, will be at the quoted rate or otherwise at the cost and execution of the client. Once arranged, the client will pay the contractor the cost of these services. Further hereto, any unforeseen or extra work required due to latent, or patent issues not detected during the initial site visit will be charged to the client after consultation with the client to explain/ justify the reason, if different from what was initially set in the quotation. The client will not be allowed to charge the contractor for any **UTILITIES** use to complete the work and should supply these onsite as needed.
19. **VARIATIONS** caused by additions, adjustments, omissions, changes or trimming if not able to agree will be by direction of the contractor.
20. The contractor will always consider site boundaries and other **LIMITATIONS** when quoting. All relevant information is to be communicated to the contractor and where unsure, checked with the Council or the needed entity beforehand to inform the contractor, including underground services.
21. Retro Construction will act in line with the **PRIVACY ACT** and will protect **PERSONAL INFORMATION** as far as reasonably possible. The client irrevocably authorizes the contractor to disclose the applicable personal information to third parties to enable the contractor to complete the project, such as contact details, physical address, etc. for purposes of material delivery, planning, etc. The obligations of **CONFIDENTIALITY** will apply during the term and will survive indefinitely upon termination of this agreement.
22. The contractor will in all instances of the project take care in a responsible way of the client's property, privacy and perform the work to the highest standard possible, but cannot guarantee and take **LIABILITY** or for causing a breach of the terms not falling within his reasonable control, such as a shortage of materials, bad weather conditions, etc. The **TERM** of the project must be agreed in writing upon/before the start date.
23. The contractor cannot accept liability for missing any set timelines due to rain or other **CIRCUMSTANCES** outside his control, although the contractor undertakes to do his best to complete all works set in the given and otherwise reasonable timeline set.
24. Retro Construction has **PUBLIC LIABILITY** insurance for \$5 million. Any claims above the set liability are not covered by the contractor, or any other claims, expenses or damages the client may suffer from the services rendered. This cover does not replace Contract Works cover which the client should arrange and inform his home **INSURANCE** of before the work starts and can be reduced once the contractor has 100% completed all works on the site. The client is liable to arrange insurance for the works before the start date of the project with their insurance company. If the contractor has any Contract Works insurance in place for other reasons, claiming from this cover will be the last resort and on the contractor's terms.
25. The client agrees that the contractor, including his employees and/or sub-contractors, may have **ACCESS AND POSSESSION** to the property from acceptance of the project/key hand over phase, until the contractor deems the project complete, which can include final access for material removal, consultation, or inspection after completion. The client agrees that the contractor can work on any reasonable day and time as arranged at the start. Any working hours, outside standard working hours will be arranged beforehand and motivated if required.
26. The Contractor may make use of the services of a subcontractor or employees to complete the project, holds the right of **SUBSTITUTION**, and use absolute discretion. The contractor or site supervisor will manage and / supervise the work and give the relevant instructions to execute the work. All communications should be directed through the contractor, who will communicate to the trades on site.
27. Any undertakings/**GUARANTEES** the contractor offers will start upon practical completion. All defect repairs are guaranteed for 12 months from practical completion. All other work is warranted as per the Building Act. All applicable documentation will be supplied to the client on completion and after final payment of the work.
28. All **PAYMENTS** are covered under the Construction Contracts Act of 2013 (CCA) and where a payment claim is issued in accordance with the CCA, the provisions of the CCA will apply. Payment should be made promptly, into the contractor's bank account to avoid project delays. **INTEREST** can be charged on any overdue amounts owing to the contractor at 15%, compounding, and the client will be held liable for any legal, collection or other fees applicable should it be found necessary to act due to non- payment. The works can be **SUSPENDED** for non-payment and allowances can be made for **PROVISIONAL AND PRIME COST SUMS**.
29. The contractor may request a deposit from the client on smaller projects, to enable material procurement, etc., whereafter and depending on the size of the project, possible progress **PAYMENT/S** may apply with final payment upon completion. Payment terms will vary for each project due to size, material availability, lead times, etc., details which can be supplied upon the client's request.
30. All prices are exclusive of **GST**, except if otherwise stated.

31. The contractor holds the right to **CANCELLATION** of this agreement under the Construction Contracts Act of 2013 Section 14.1.1(Frustration) or due to breach of contract on either side by settling balances of work and payment or if the client is in **DEFAULT** and further holds the right to calculate any differences in funds owing to the contractor to settle the project to the phase of work done, payable upon final invoice. The Client will have the same right in case of contract break. Should the contractor decide to proceed with legal action based on loss of income for not completing the project, this cost can be included in the final settlement as a separate claim, or the contractor may withhold the right to start such a claim within 30 days of final invoice, or not to claim at all. The contractor will notify the client of the cancellation of the agreement.
32. Excluded is **DAMAGES** by wilful act or negligence by any party than the contractor including, fire, slips, or material defects, etc. The contractor indemnifies the client against any loss suffered or liability incurred by client arising from loss or damage to the work or any property, personal injury to anyone, or illness or death of anyone, that arises out of, or because of or as a result of the contractor, or anyone for whom the contractor is responsible, carrying out the work or remedying any defects. However, the contractor's liability to indemnify the client is reduced proportionally to the extent that the client, or anyone for whom the client is responsible, contributed to that loss or liability.
33. The contractor may **REVIEW** his terms from time to time and if so, it will be added to this platform and made public for any client to read. Any terms that are not clear should be queried with the contractor.