



## Terms and Conditions of Trade

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Firefish Fabrication Ltd** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions at all, please contact Steve on 021 422 982 or via email at [steve@firefishfabrication.co.nz](mailto:steve@firefishfabrication.co.nz).

If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

**Steve Burton**

**Director – Firefish Fabrication Ltd**

### **After Hours Call Out Fee:**

We define our normal hours of business from 7.00am-5.00pm Monday to Friday. Work done outside of these hours may be subject to an after hours call out fee. We will advise you if this will apply before we undertake a call out.

### **Travel:**

We allow up to 30 minutes travel time to your site. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

### **Estimates vs Quotes:**

Where we are certain of our costs, we will provide clients a formal quote, which, on acceptance is the agreed price for us to undertake a job (subject to work-in-progress variations and fluctuations that are agreed on by both parties).

However, predominantly we work to estimates, which provides our best estimation of the total project cost. Although in these cases we are unable to offer a definitive price due to each job we undertake being bespoke and sometimes, being subject to fluctuating material costs, we will always do our best to ensure we are as close to the estimated amount as possible.

### **Deposits:**

Some jobs will require a 50% deposit on acceptance of a job – a deposit invoice will be sent by email with details. We will not order any materials or start work on your job until we have received this deposit.

Once paid, deposits are non-refundable. All of our work is bespoke, our materials are all ordered to your projects specific requirements and specifications.

If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely, if payment is late or delayed.

### **Progress Invoices:**

For longer-term and larger jobs we may require a progress payment the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.

As part of our agreement, you accept to pay these progress invoices when they are due (within 7 days of invoice being issued). You understand that you cannot withhold payment for any reason.

If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office. We reserve the right to stop work if progress payments have not been made.

### **Final invoices:**

On completion of your job, you will be sent a final invoice by email. We require payment within 7 days.

### **Ownership:**

Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company. Until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

### **Disputed Invoices:**

If you need to discuss any aspect of payment, please contact us immediately. If you are dissatisfied with the invoice or the job completed, it is your responsibility to contact us immediately so we can work together to find a solution that works for both parties.

### **Unpaid Accounts**

If payment remains outstanding for over **21 days** from the invoice due date a late fee of **\$100** may be added to your account at our discretion.

We reserve the right to charge **10%** compounding interest on a monthly basis for overdue accounts. Debt Collection costs may be added to invoices that remain outstanding for over **40 days** from the due date.