

## Terms and Conditions

### 1. Introduction

These Terms and Conditions (the "Agreement") apply to all roofing services provided by JW Roofing ("the Company," "we," "us") to any client ("Customer," "you"). By signing or accepting an estimate, proposal, or contract, the Customer agrees to these terms.

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### 2. Scope of Work

- **Description of Services:** JW Roofing agrees to perform the roofing services as outlined in the provided estimate or contract. This may include installation, repair, inspection, or maintenance of roofing systems.
  - **Changes to Scope:** Any changes to the agreed-upon work, including additional services or alterations to the scope, will require written approval and may result in additional charges.
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### 3. Pricing and Payment Terms

- **Estimates:** The pricing provided in the estimate is an approximation and subject to change based on site conditions, material costs, or additional work required.
  - **Payment Schedule:** Payments will be made according to the following schedule in accordance with the Construction Contracts Act 2002:
    - **Deposit:** A non-refundable deposit of 30% is required upon acceptance of the estimate before any materials are ordered.
    - **Progress Payments:** 30% due upon completion of material delivery and commencement of work.
    - **Final Payment:** The remaining balance is due within 7 days of completion of the project and final inspection, unless otherwise agreed upon.
    - **Overdue accounts:** JW Roofing reserves the right to charge interest on all overdue accounts at 15% per annum from the due date for payment until the date when payment is made and all expenses and costs (including legal costs as between solicitor and client and debt collection fees) incurred by JW Roofing in obtaining or attempting to obtain a remedy for the Customer's failure to pay.
    - The Customer may not deduct or withhold any amount (whether by way of a set-off, counterclaim or otherwise) from any money owing to JW Roofing.
  - **Ownership:** Ownership of any goods and/or materials supplied shall not pass to the Customer until all amounts owing by the Customer to JW Roofing in respect of the goods and/or materials have been paid in full.
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### 4. Customer Responsibilities

- **Access to Property:** The Customer agrees to provide the JW Roofing with sufficient access to the property, including toilet access, clear pathways and areas for installation of edge protection and/or scaffolding, material delivery and work execution. Vehicles and/or other items may need to be moved or removed from the property. All personnel at the property must be inside at all times while JW Roofing is on site.
  - **Approval:** The Customer is responsible for providing all necessary approvals, permits, and authorizations required by local authorities for the roofing work.
  - **Site Conditions:** The Customer must disclose any known hazards, issues, or conditions that may affect the work (e.g., structural problems, hidden utilities, etc.).
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### 5. Materials

- **Material Selection:** JW Roofing will use materials as specified in the estimate or

contract. If the Customer requests changes to the materials, additional charges may apply.

- **Material Warranties:** All materials used will carry the manufacturer's warranty. JW Roofing does not provide any further warranty on materials beyond what is provided by the manufacturer. JW Roofing advises the customer to read and adhere to the care instructions of materials provided.

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## 6. Warranty

- **Labour Warranty:** JW Roofing provides a warranty for workmanship in accordance with the Building Act 2004 and Consumer Guarantees Act 1993. This warranty does not cover damage caused by external factors such as storms, accidents, or neglect.
- **Warranty Limitations:** The warranty does not apply to any third-party repairs or unauthorized alterations to the roof.
- **Claim Process:** If a warranty issue arises, the Customer must notify JW Roofing in writing within 7 days of noticing the issue. JW Roofing will assess the issue and determine whether repairs are covered under the warranty.

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## 7. Project Delays

- **Weather Delays:** Roofing work is weather-dependent, and JW Roofing is not liable for delays caused by adverse weather conditions.
- **Other Delays:** Delays due to material shortages, site issues, or other unforeseen circumstances will be communicated to the Customer as soon as possible. JW Roofing will make reasonable efforts to complete the project on time but cannot guarantee specific completion dates.

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## 8. Termination and Cancellations

- **Customer Cancellation:** The Customer may cancel the project at any time by providing written notice. In such cases, the Customer agrees to pay for any work completed up to the date of cancellation, including any material costs incurred.
- **Company Cancellation:** JW Roofing may terminate the project if the Customer fails to comply with these terms, fails to make timely payments, or if the Customer's actions make it impossible to complete the work.

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## 9. Liability and Insurance

- **Liability:** JW Roofing will take reasonable precautions to protect the Customer's property during the roofing work. However, the Customer agrees that the JW Roofing is not responsible for any damage to the property except in cases of negligence or wilful misconduct.
  - **Sky Dish and/or Aerials:** All effort will be made to re install sky dishes and/or aerials to the original position however in some cases an aerial technician will be required to re install and/or adjust them. JW Roofing holds no liability for any costs associated with this.
  - **Insurance:** JW Roofing is insured with general liability insurance. Proof of insurance can be provided upon request.
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## 10. Dispute Resolution

10.1. In the event of a dispute or disagreement arising between JW Roofing and the Customer the party with a grievance may give written notice to the other party specifying the nature of the dispute or disagreement, the remedy sought and requiring that the dispute or disagreement be determined and settled in accordance with this clause.

10.2. Any notice or other communication given to a party under, or in connection with, this Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid fast post, commercial courier, facsimile, or email. A notice or other communication shall be deemed to have been received:

10.2.1. If delivered personally, when left at the address referred to in this clause;

10.2.2. If sent by pre-paid fast post, at 9:00am on the second working day after posting;

10.2.3. If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or

10.2.4. If sent by fax or email, one working day after transmission.

The provisions in this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.3. On receipt of the notice, the parties shall each appoint a representative who has authority to determine the grievance or dispute, and those two representatives shall meet as soon as reasonably possible to see if they can determine the grievance. All discussions, meetings and correspondence between the two representatives shall be deemed without prejudice and without concession of liability and shall not be used by either party in any later proceedings unless:

- Both parties agree, or
- the two representatives reach agreement, but one party fails to honour such agreement.

10.4. If the two representatives cannot within fourteen (14) days of being appointed reach agreement on how the grievance or dispute is to be determined, the parties shall refer the dispute to an independent expert who is acceptable to both parties. If the parties cannot or do not agree on an independent expert within three (3) days of the first suggestion of a suitable person, either party may ask the President of the New Zealand Law Society to nominate a person to act as an independent expert and the first person so nominated who is able and willing to be appointed shall be deemed the independent expert for the purposes of this clause.

The independent expert shall:

- Set his or her own rules and procedure for the resolution of the grievance or disagreement;
- At all times act in good faith and in an unbiased way;
- Promptly hear and determine the dispute; and
- Provide a written decision (with reasons for that decision) if requested by either party.

10.5. The independent experts:

- Decision shall be binding on both parties; and
- Costs shall be paid equally by the parties unless the independent expert decides otherwise in his or her decision.

10.6. Notwithstanding anything contained in any dispute resolution clause, disputes in excess of ten thousand dollars (\$10,000.00) shall be referred at JW Roofing's sole discretion to arbitration under the Arbitration Act 1996 or any subsequent Act passed in its place.



- **Jurisdiction:** Any legal action arising from this agreement will be governed by the laws of New Zealand and will be filed in the courts located in New Zealand.

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#### **11. Force Majeure**

JW Roofing will not be held liable for any delay or failure to perform caused by factors beyond its control, including, but not limited to, natural disasters, strikes, supply chain disruptions, or government orders.

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#### **12. Governing Law**

These Terms and Conditions are governed by the laws of New Zealand without regard to its conflict of law principles.

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#### **13. Entire Agreement**

These Terms and Conditions, along with any estimates, contracts, or invoices, constitute the entire agreement between JW Roofing and the Customer. Any amendments or changes to this agreement must be made in writing and signed by both parties.

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#### **14. Acknowledgement**

By signing this agreement, the Customer acknowledges that they have read, understood, and agree to these Terms and Conditions.

**Customer Name:**

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**Signature:**

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**Date:**

[\_\_\_\_\_]