

Electrical Contractors Association of New Zealand Inc

STANDARD CONDITIONS OF CONTRACT

1. Parties

This agreement made theday ofYear
between.....
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of.....
(hereinafter called "THE CONTRACTOR" of the one part and

.....
(hereinafter called "THE CLIENT" of the other part)

And whereas the client is Desirous that the contractor carry out and execute the work as Detailed in the following contract documents, namely (**describe all specifications, plans and other documents here**)

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and in accordance with the following conditions.

2. Membership of ECANZ Inc.

The Contractor warrants that he is a current member of the Electrical Contractors Association of New Zealand Incorporated.

3. Quotation

The quotation remains available for acceptance for a period of 30 days from the date of submission and after this period is subject to confirmation.

Prices quoted are based on:

- (a) The cost of labour, materials, transport, insurance, rates and conforming with statutory and local authority and other obligations ruling as at the date of this quotation.
- (b) No delays, additional costs, or loss of time being incurred resulting from any defects or difficulties not discoverable by the Contractor by a normal inspection of the site and not notified to the Contractor prior to submission of the quotation, or resulting from erroneous information supplied to the Contractor by any person and relied on by the Contractor.
- (c) The Contractor not suffering delays, additional costs or loss of time by reason of the acts or omissions of the client, the client's staff, tenants, agents, servants, other contractors or workmen or by reason of any event referred to in clause 6 hereof.

If between the date of submission of this quotation and completion of the work variations should occur in any of the items referred in paragraph (a) of this clause or if the Contractor incurs delays, additional cost or loss of time as a result of any of the matters referred to in paragraph (b) or (c) of this clause, the quoted price will be subject to amendment to provide for such variations, delays, additional costs and loss of time.

In the event that the client requests any variation or addition to the work after the date of submission of this quotation and the cost of such variations or addition is not agreed upon by the parties in writing the Contractor shall charge for and the client will pay for such variation or addition at the Contractor's usual rates for work of similar nature.

All prices quoted are exclusive of Goods and Services Tax unless otherwise mentioned.

4. Payment

Progress claims will be submitted from time to time and all claims are due for payment on or before the 20th day of the following month. Such claims will be for the value of materials, labour, and

services expended and may include any extras, variations and escalations to date, until a final claim is made for the full contract value including any extras, variations and escalations. If any payment is not received on or before the due date interest will be due on the outstanding amount at the rate specified in clause 18 hereto, calculated on a daily basis from the date of the invoice and continuing until the amount outstanding is satisfied in full.

5. Ownership

It is a condition of the contract that all goods and work including all component parts shall remain and be the sole and absolute property of the Contractor until the contract price, together with all monies payable for extras, variations and escalation, shall have been paid to the Contractor. and upon default in payment of any progress, final or other payment as and when due, the Contractor may in his discretion, with servants, workmen and others, enter upon any premises in which the goods and work or parts thereof may be and remove the same or any part thereof and perform any act reasonably necessary to facilitate such removal and without liability for any loss or damage occasioned thereby and without prejudice to other rights of the Contractor under this contract or otherwise.

6. Strikes, etc.

No responsibility or liability shall be incurred by the Contractor for delay or damage caused directly or indirectly by weather conditions, labour disputes, strike, lockout, accident, fire, act of God or the Queen's enemies, epidemic, blockade, embargo, shortage of fuel, power, raw materials or labour, civil commotions, riots, crime or any event (whether of a similar or dissimilar nature) beyond the Contractor's control.

7. Facilities

The client shall provide at his own cost sufficient safe storage for materials of the Contractor and working space requisite for the efficient performance of the work. The Client shall also provide at his own cost for the uninterrupted use of the Contractor, such light, electricity, or Other power and other facilities as may reasonably be required by the Contractor, including the use of telephone and goods and passenger lifts, hoists and builders scaffold, if such facilities exist.

8. Overtime

Unless specifically stated otherwise, the quotation provides for work being done on week days in ordinary working hours, and should it become necessary to work on other days or after and/or before such hours at the request of the Client or owing to machinery in notion, public congestion or other circumstances rendering impracticable or hazardous the carrying out of the work during such ordinary working hours, the Client shall be liable for and pay the extra cost occasioned thereby.

9. Extras

Any additional expense made necessary by the client making any alteration or addition to the building, equipment, appliances, fittings or fixtures after the Contractor's survey or by any alteration made to plans where the quotation was based on such plans, or by any delay in the continuity of work caused by any act or default of the client, shall be charged for as an extra to the contract.

10. Damage to Client's Property

Any damage happening to the Client's property during the work of installation which is caused by the negligence of the Contractor's employees shall be made good only if reported by the Client to the Contractor in writing immediately after its occurrence.

11. Warranty

Unless otherwise stipulated, the Contractor undertakes to replace free of charge any defective workmanship or material which is reported in writing to the Contractor within 90 days of completion of the contract. The Contractor shall not be liable to so replace any defective workmanship or material or which notice is not so given. This warranty shall not extend to cover any defect caused by or resulting from wilful damage, abuse, abnormal usage, or other cause not reasonably foreseeable by the Contractor, and is subject to and conditional upon the work not being altered added to or otherwise worked upon or otherwise interfered with by any person other than the Contractor and his agents and workmen prior to such replacement being carried out by the Contractor, and shall not apply when a maintenance period by the Contractor has been specified in any other contract documents. No farther or other condition or warranty is given or is to be implied.

12. Condition of Premises

The Client warrants that the structure of the premises or equipment in or upon which the abovementioned work is to be carried out is sound and will sustain the installation and work incidental the and the Contractor shall not be liable for any loss or damage resulting from insufficient or defective: foundation, walls or other structures, or: damage resulting from subsidence, slippage or instability of land.

13. Structural Alterations

Unless otherwise specified the quotation does not include any structural or other alteration which may be required by any local body or authority under any statute, regulation or by-law, to any part of the building, appliances, fixtures or fittings.

14. Consents

The Client shall execute all consents or other authorities as may be necessary for the execution and installation of the work in the premises upon the conditions of this contract, and will obtain the approval and agreement in writing! of the Owner, Mortgagee, or other such person, firm or corporation as: may be required by the Contractor, to the performance of the contract, and to the provisions of clause 4 hereof.

15. Exchange Rates

The price quoted is based on rates of exchange ruling as at the date of this quotation and if any variation to these rates occur prior to payment being made to any overseas supplier for goods included in this quotation, such variation will be added to or deducted from the Clients account.

16. Variation

This contract is made only on the terms and conditions detailed in the within conditions and the contract documents and such terms and conditions shall prevail over any inconsistent conditions otherwise stated or implied. No variation of the contract or of any condition shall be binding on the Contractor unless it is in writing signed by the parties hereto.

17. Arbitration

In case any dispute or difference shall arise between the Contractor and the Client as to the carrying out and execution of the work or as to any matter or thing of whatsoever nature arising therefrom or in connection therewith such dispute or difference shall be and the same is hereby referred to arbitration. Written notice requiring dispute or difference to be settled by arbitration may be given by one part to the other at any time and such notice shall specify the matter or matters at issue and give detailed particulars of the dispute or difference. Arbitration shall be carried out by a single Arbitrator or, if one cannot be agreed upon within 21 days after the service of the written notice aforesaid, by two arbitrators (one to be appointed by the Contractor and the other by the Client) and an umpire. if one party has appointed an Arbitrator but the other party fails to so appoint within

28 days of the service of the written notice aforesaid then the party who has appointed an Arbitrator may appoint that Arbitrator to act as sole arbitrator in the reference and his award shall be binding on both parties as if he had been appointed by consent. The appointment of arbitrators or umpires and conduct of the arbitration shall be in all respects as provided in the Arbitration Act 1908 or any amendment thereto or reenactment thereof for the time being in force.

18. Special Conditions

The following special conditions shall apply:

(a) All work shall be to the standards required by the Electrical Wiring Regulation and current codes of practice as issued by the Ministry of Economic Development from time to time.

(b) For the purpose of calculating variations the following rates shall apply:

1. Hourly rate \$

2. Materials shall be at trade price plus a margin of%.

(c) The specified rate for the purpose of clause 4 hereof is% per annum.

Other Special Conditions

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Signed for and on behalf of the Client:

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In the presence of:

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Signed for and on behalf of the Contractor:

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in the presence of:

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