

Conway & Carpenter Electrical Limited – Terms & Conditions of Trade

1. **Definitions**
- 1.1 "Conway & Carpenter" means Conway & Carpenter Electrical Limited, its successors and assigns or any person acting on behalf of and with the authority of Conway & Carpenter Electrical Limited.
- 1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting Conway & Carpenter to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Client, is a reference to each Client jointly and severally, and
 - (b) if the Client is a party to a Trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 "Goods" means all Goods supplied by Conway & Carpenter to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods (plus any GST where applicable) as agreed between Conway & Carpenter and the Client in accordance with clause 6 below.
2. **Acceptance**
- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Conway & Carpenter.
3. **Errors and Omissions**
- 3.1 The Client acknowledges and accepts that Conway & Carpenter shall, without prejudice, accept no liability in respect of any errors or omissions (including but not limited to) in:
 - (a) resulting from an inadvertent mistake made by Conway & Carpenter in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Conway & Carpenter in respect of the Works.
- 3.2 In the event such an error or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Conway & Carpenter, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.
4. **Authorised Representatives**
- 4.1 Unless otherwise limited as per clause 4.2 the Client agrees that should the Client introduce any third party to Conway & Carpenter as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any materials or Services on the Client's behalf and/or to request any variation to the works on the Client's behalf (such authority to continue until all requested works have been completed or the Client otherwise notifies Conway & Carpenter in writing that said person is no longer the Client's duly authorised representative).
- 4.2 In the event that the Client's duly authorised representative as per clause 4.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise Conway & Carpenter in writing of the parameters of the limited authority granted to their representative.
- 4.3 The Client specifically acknowledges and accepts that they will be solely liable to Conway & Carpenter for all additional costs incurred by Conway & Carpenter (including Conway & Carpenter's profit margin) in providing any works, materials, Services or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).
5. **Change in Control**
- 5.1 The Client shall give Conway & Carpenter not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by Conway & Carpenter as a result of the Client's failure to comply with this clause.
6. **Price and Payment**
- 6.1 At Conway & Carpenter's sole discretion, the Price shall be either:
 - (a) as indicated on any invoice provided by Conway & Carpenter to the Client; or
 - (b) Conway & Carpenter's quoted price subject to clause 6.2 which shall be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 Conway & Carpenter reserves the right to change the Price:
 - (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring in walls etc) which are only discovered on commencement of the Services; or
 - (d) in the event of an increase to Conway & Carpenter in the cost of labour or Goods which are beyond Conway & Carpenter's control.
- 6.3 At Conway & Carpenter's sole discretion, a non-refundable deposit may be required.
- 6.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by Conway & Carpenter, which may be:
 - (a) on completion of the Services; or
 - (b) by way of progress payments in accordance with Conway & Carpenter's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the worksite but not yet installed;
 - (c) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Conway & Carpenter.
- 6.5 At the agreement of both parties, payment of the Price may be subject to retention by the Client of an amount (referred to as the "Retention Money"), being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money for the agreed period following completion of the works during which time all works are to be completed and/or all defects are to be remedied.
- 6.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed between the Client and Conway & Carpenter.
- 6.7 The Client shall not be entitled to set off against, or deduct from, any sums owed or claimed to be owed to the Client by Conway & Carpenter nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Conway & Carpenter an amount equal to any GST Conway & Carpenter must pay for any supply by Conway & Carpenter under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
7. **Delivery and Risk**
- 7.1 At Conway & Carpenter's sole discretion, any costs of delivery may be charged additionally to the Client.
- 7.2 The Client must take delivery of the Goods, either by receipt or collection, whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Conway & Carpenter shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7.3 Subject to clause 7.4 it is Conway & Carpenter's responsibility to ensure that the Services start as soon as it is reasonably possible.
- 7.4 The Services commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Conway & Carpenter claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Conway & Carpenter's control, including but not limited to any failure by the Client to:
 - (a) make a selection; or
 - (b) have the site ready for the Services; or
 - (c) notify Conway & Carpenter that the site is ready.
- 7.5 Any time or date given by Conway & Carpenter to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Conway & Carpenter will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.
- 7.6 Risk of damage to or loss of the Goods passes to the Client on delivery and the Client must insure the Goods on or before delivery.
- 7.7 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Conway & Carpenter is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Conway & Carpenter is sufficient evidence of Conway & Carpenter's rights to receive the insurance proceeds without the need for any person dealing with Conway & Carpenter to make further enquiries.
- 7.8 If the Client requests Conway & Carpenter to leave Goods outside Conway & Carpenter's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 7.9 In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client then the Client agrees to notify Conway & Carpenter immediately upon any such request. The Client agrees to indemnify Conway & Carpenter against any additional costs incurred with such a relocation of electrical wiring. All such variations shall be invoiced in accordance with clause 6.2.
- 7.10 The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter bays, meter cabinets, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that Conway & Carpenter, its employees or contractors reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then Conway & Carpenter shall be entitled to delay installation of the Goods until the Client agrees to indemnify Conway & Carpenter as satisfied that it is safe for the installation to proceed. Conway & Carpenter may at its sole discretion agree to bring the premises up to a standard suitable for installation to proceed but all such Services undertaken and any additional Goods supplied shall be treated as a variation and be charged for in addition to the Price.
8. **Accuracy of Clients Plans & Measurements for Orders**
- 8.1 Conway & Carpenter shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Conway & Carpenter accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 8.2 In the event the Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or Conway & Carpenter places an order based on these measurements and quantities. Conway & Carpenter accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.
9. **Site Access and Condition**
- 9.1 It is the intention of Conway & Carpenter and agreed by the Client that:
 - (a) the Client shall ensure that Conway & Carpenter has clear and free access to the work site at all times to enable them to undertake the Works. Conway & Carpenter shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Conway & Carpenter; and
 - (b) it is the Client's responsibility to provide Conway & Carpenter, while at the site, with adequate access to available water, electricity, toilet and washing facilities;
- 9.2 **Site Inductions**
 - (a) in the event the Client requires an employee or sub-contractor of Conway & Carpenter to undertake a Site induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction is needed to be undertaken prior to the commencement date then the Client shall be liable to pay Conway & Carpenter's standard (and/or overtime, if applicable) hourly labour rate or
 - (b) where Conway & Carpenter is in control of the Site, the Client and/or the Client's third party contractors shall be required to attend in accordance with clause 6.2.
- 9.3 The Client shall obtain (at the expense of the Client) all licenses, approvals, applications and permits that may be required for the Works.
- 9.4 All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring Standards.
- 9.5 If during the course of installation when the Services are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by Conway & Carpenter, then Conway & Carpenter shall notify the Client immediately. The power if isolated will not be re-engaged until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations. The Client accepts and agrees that any costs associated with the rectification Services including any Goods and labour shall be to the Client's account.
- 9.6 Any live Services or Services undertaken near live conductors where it is safe to do so shall be dealt with in accordance with Australian and New Zealand Wiring standards being "Safe working on Low Voltage Electrical Systems" relevant Commonwealth and Statutory Acts and Work Place Regulations". Conway & Carpenter's live Services procedures are designed to eliminate risk of injury to Conway & Carpenter's employees, damage to the Client's installations and unexpected power disconnections. It may in some cases require disconnection and isolation of the installation to undertake such Services for which additional charges may be applicable. The Client shall be liable for any loss or damage the Client suffers because Conway & Carpenter has not and will not at any time assume any obligation as the Client's agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health & Safety at Work Act 2015, including any subsequent regulations (the "HSW Act") arising from the engagement of Works under this contract. Unless otherwise agreed, the parties agree that for the purposes of the HSW Act, Conway & Carpenter shall not be the person who controls the place of work in terms of the HSW Act.
10. **Underground Locations**
- 10.1 Prior to Conway & Carpenter commencing any work the Client must advise Conway & Carpenter of the precise location of all underground services on the site and clearly mark the same. The Client undertakes not to carry out any work that may interfere with, or damage, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 10.2 Whilst Conway & Carpenter will take all care to avoid damage to any underground services the Client agrees to indemnify Conway & Carpenter in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.
11. **Title**
- 11.1 Conway & Carpenter and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid Conway & Carpenter all amounts owing to Conway & Carpenter; and
 - (b) the Client has met all of its other obligations to Conway & Carpenter.
- 11.2 Receipt by Conway & Carpenter of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that:
 - (a) the Client's liability for the Goods passes to the Client in accordance with clause 12.1 that the Client is only a bailee of the Goods and must return the Goods to Conway & Carpenter on request;
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Conway & Carpenter and must pay to Conway & Carpenter the proceeds of any insurance in the event the Goods being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Conway & Carpenter and must pay or deliver the proceeds to Conway & Carpenter on demand;
 - (d) the Client must not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Conway & Carpenter and must sell, dispose of or return the resulting product to Conway & Carpenter as it so directs;
 - (e) the Client irrevocably authorises Conway & Carpenter to enter any premises where Conway & Carpenter believes the Goods are kept and recover possession of the Goods;
 - (f) Conway & Carpenter may recover possession of any Goods in transit whether or not delivery has occurred;
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Conway & Carpenter;
 - (h) Conway & Carpenter may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
12. **Personal Property Securities Act 1999 ("PPSA")**
- 12.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees to:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods previously supplied by Conway & Carpenter to the Client (if any) and all Goods that will be supplied in the future by Conway & Carpenter to the Client.
- 12.2 The Client undertakes to:
 - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Conway & Carpenter may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Conway & Carpenter for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register a financing charge statement or a change demand without the prior written consent of Conway & Carpenter;
 - (d) immediately advise Conway & Carpenter of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.3 Conway & Carpenter and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 12.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 12.5 Unless otherwise agreed to in writing by Conway & Carpenter, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 12.6 The Client shall unconditionally ratify any actions taken by Conway & Carpenter under clauses 13.1 to 13.5.
13. **Security and Charge**
- 13.1 In consideration of Conway & Carpenter agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets owned or controlled by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Client indemnifies Conway & Carpenter from and against all Conway & Carpenter's costs and disbursements including legal costs on a solicitor and own Client basis incurred in exercising Conway & Carpenter's rights under this clause.
- 13.3 The Client irrevocably appoints Conway & Carpenter, and each director of Conway & Carpenter as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.
14. **Defects**
- 14.1 The Client shall inspect the Goods on delivery and shall within thirty (30) days of delivery (time being of the essence) notify Conway & Carpenter of any alleged defect, shortage in quantity,
- 14.2 damage or failure to comply with the description or quote. The Client shall afford Conway & Carpenter an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, Conway & Carpenter has agreed in writing that the Client is entitled to reject. Conway & Carpenter's liability is limited to either (at Conway & Carpenter's discretion) replacing the Goods or repairing the Goods. Goods will not be accepted for return other than in accordance with 15.1 above.
15. **Consumer Guarantees Act 1993**
- 15.1 If the Client purchases the Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Conway & Carpenter to the Client.
16. **Intellectual Property**
- 16.1 Where Conway & Carpenter has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Conway & Carpenter.
- 16.2 The Client warrants that all designs, specifications or instructions given to Conway & Carpenter will not cause Conway & Carpenter to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Conway & Carpenter against any action taken by a third party against Conway & Carpenter in respect of any such infringement.
- 16.3 The Client agrees that Conway & Carpenter may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Conway & Carpenter has created for the Client.
17. **Default and Consequences of Default**
- 17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Conway & Carpenter's sole discretion such interest shall compound monthly at such a rate) as assessed as before any judgment.
- 17.2 If the Client owes Conway & Carpenter any money the Client shall indemnify Conway & Carpenter from and against all costs and disbursements incurred by Conway & Carpenter in recovering the debt (including but not limited to, internal administration fees, legal costs on a solicitor and own Client basis, Conway & Carpenter's collection agency costs, and bank dishonour charges).
- 17.3 Notwithstanding clause 18.2 Conway & Carpenter's may at their discretion, levy a late payment fee of ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) should any account become overdue from the agreed payment due which sum shall become immediately due and payable.
- 17.4 Without prejudice to Conway & Carpenter's other remedies at law Conway & Carpenter shall be entitled to sue for and recover the amount of the Client which remains unfulfilled and all amounts owing to Conway & Carpenter shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Conway & Carpenter becomes overdue, or in Conway & Carpenter's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
18. **Cancellation**
- 18.1 Without prejudice to any other remedies Conway & Carpenter may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Conway & Carpenter may suspend or terminate the supply of Goods to the Client. Conway & Carpenter will not be liable to the Client for any loss or damage the Client suffers because Conway & Carpenter has exercised its rights under this clause.
- 18.2 Conway & Carpenter may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Conway & Carpenter shall repay to the Client any money paid by the Client for the Goods. Conway & Carpenter shall not be liable for any loss or damage to the Client arising from the cancellation.
- 18.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Conway & Carpenter as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 18.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
19. **Construction Contracts Act 2002**
- 19.1 The Client hereby expressly acknowledges that:
 - (a) Conway & Carpenter has the right to suspend work within five (5) working days of written notice if:
 - (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or
 - (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or
 - (iii) the Client has not provided an adjudicator's notice that the Client must pay an amount to Conway & Carpenter;
 - (b) Conway & Carpenter has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
- 19.2 If Conway & Carpenter suspends work, it:
 - (i) is not in breach of contract; and
 - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
 - (iii) is entitled to an extension of time to complete the contract; and
 - (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
- 19.3 If Conway & Carpenter exercises the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to Conway & Carpenter under the Contract and Commercial Law Act 2017; or
 - (ii) enable the Client to exercise any rights that may otherwise have been available to an adjudicator, in relation to that Act as a direct consequence of Conway & Carpenter suspending work under this provision.
20. **Privacy Act 1993**
- 20.1 The Client authorises Conway & Carpenter or Conway & Carpenter's agent to:
 - (a) access, collect, use, store, disclose, transfer, disseminate, disseminate, or otherwise use or disclose any information about the Client;
 - (b) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
 - (c) for the purpose of marketing products and services to the Client.
- 20.2 disclose information about the Client, whether collected by Conway & Carpenter from the Client directly or indirectly, to any other person, or to any other contractor or any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 20.3 Where the Client is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 20.4 The Client shall have the right to request Conway & Carpenter for a copy of the information about the Client retained by Conway & Carpenter and the right to request Conway & Carpenter to correct any incorrect information about the Client held by Conway & Carpenter.
21. **General**
- 21.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision nor shall it affect that party's right subsequently to enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 21.3 Conway & Carpenter shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Conway & Carpenter of these terms and conditions (alternatively Conway & Carpenter's liability shall be limited to damages which under no circumstances shall exceed the value of the Goods).
- 21.4 Conway & Carpenter may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 21.5 The Client cannot licence or assign without the written approval of Conway & Carpenter.
- 21.6 Conway & Carpenter may elect to subcontract out any part of the Services but shall not be released from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and undertakes that they have no authority to instruct or to any of Conway & Carpenter's sub-contractors without the authority of Conway & Carpenter.
- 21.7 The Client agrees that Conway & Carpenter may review this contract by notifying the Client in writing. If, following any such review, there is to be any change to this contract, then that change will take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Conway & Carpenter to provide Services to the Client.
- 21.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.9 The parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.
- 21.10 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).

PLEASE NOTE: a larger print version of the Terms and Conditions is available from Conway & Carpenter on request.