

Terms and Conditions of Trade

Effective Date: 01/05/2025

Business Name: Zaptek Electrical Limited

Registered in New Zealand

1. Definitions

- "We", "Us", "Our" refers to Zaptek Electrical Limited, the electrical services provider.
- "You", "Your" refers to the customer engaging our services.
- "Services" means all electrical work, supply of materials, consultation, and other related services provided by us.
- "Quote" or "Estimate" refers to the price provided to you for requested work, subject to change based on final scope.

2. Acceptance of Terms

- By engaging our services, accepting a quote, paying a deposit, or allowing work to proceed, you agree to be bound by these Terms and Conditions.

3. Scope of Work

- Work will be carried out as described in our quote or as otherwise agreed in writing.
- Any variations or additional work must be approved and may incur additional charges.

4. Variations

- Any changes to the original scope of work, including customer requests or unforeseen site conditions, are considered variations.
- Variations must be agreed to in writing (email or signed variation form) before the additional work proceeds.
- Variations may affect the project cost and/or completion timeline. You will be notified of any such impact before work continues.
- We reserve the right to suspend work until variation agreements are confirmed.

5. Pricing and Payment

- All prices are in New Zealand Dollars (NZD) and exclusive of GST unless stated otherwise.
- Payment is due within 7 days from the date of invoice unless otherwise agreed in writing.
- Late payments may incur interest at 1.5% per week and debt recovery costs.

6. Deposits

- For projects estimated at over \$2000, a deposit of 25% of the total quoted amount is required before work begins.
- Deposits secure your booking and allow for the ordering of materials.
- Deposits are non-refundable unless otherwise agreed, except where required by law.



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7. Call-Out Fees

- A standard call-out fee of \$145 + GST applies for on-site visits, including fault finding/diagnostics and minor repairs.
- After-hours, weekends, or emergency call-outs may incur higher fees, which will be disclosed at the time of booking.
- The call-out fee is payable regardless of whether any further work is carried out.

8. Consumer Guarantees Act 1993

- If you are acquiring our services for personal or household use, you are protected under the CGA.
- If you are acquiring services for business purposes, you agree that the CGA does not apply (as allowed under the Act).

9. Warranties and Guarantees

- All work will comply with the Electricity (Safety) Regulations 2010 and applicable NZ standards.
- Workmanship is guaranteed for 12 months from the completion date.
- Product warranties apply as provided by the manufacturer.

10. Access and Safety

- You must provide safe and clear access to the worksite.
- We reserve the right to delay or refuse service if conditions are deemed unsafe.

11. Delays and Force Majeure

- We are not liable for delays caused by weather, supplier issues, illness, or any event outside our control.

12. Liability

- Our liability is limited to the value of the services provided or as required by law.
- We are not responsible for indirect or consequential losses.

13. Cancellation

- A cancellation fee may apply if scheduled work is cancelled with less than 24 hours' notice.
- For projects requiring a deposit, you may forfeit the deposit if the work is cancelled after materials are ordered or time is allocated.

14. Dispute Resolution

- We aim to resolve any concerns fairly and quickly. Please contact us first with any issues.
- If a resolution cannot be reached, both parties agree to mediation before initiating legal proceedings.
- Legal action must be pursued in a New Zealand court.

15. Privacy

- Your personal information will be collected and stored securely in accordance with the Privacy Act 2020.
- It will only be used for service delivery, billing, and communications.

16. Amendments

- We may update these Terms from time to time. The current version will be available on request or via our website.

