

Terms of Trade

Callum Pearson Registered Electrician / CPRE
(Sole Trader – New Zealand)

These Terms of Trade (“Terms”) apply to all work and services provided by **Callum Pearson**, trading as **Callum Pearson Registered Electrician** or **CPRE** (“we”, “us” or “our”) to the customer (“you” or “your”). By engaging our services, you agree to the following:

1. Scope of Services

We provide electrical services in accordance with New Zealand laws, industry standards, and any agreed scope of work (verbally, in writing, or implied through job acceptance). Our services include (but are not limited to):

- Electrical installation, repair, and maintenance
- Lighting and power upgrades
- Switchboards, RCD protection, and rewiring
- New builds and renovations
- Fault finding and safety inspections
- Heat pump installation, servicing, and repair

We may decline or suspend work at our sole discretion, particularly if:

- Conditions are unsafe or non-compliant
- There are avoidable delays by the client or third parties
- Unpermitted, illegal, or hazardous electrical work is discovered
- The client is in breach of these Terms

Note: Refrigerant recovery charges apply where applicable. See Section 7 for details.

Subcontractors

Where subcontractors are engaged (e.g. trenching, data, civil work), they operate independently.

We take no responsibility for their actions, workmanship, or liabilities, and expect them to carry their own insurance and certifications. Any disputes regarding their work must be taken up directly with the subcontractor.

2. Client Responsibilities

You are responsible for:

- Providing accurate job details and site information
- Ensuring safe and unrestricted access to the job site
- Obtaining all necessary approvals or consents
- Ensuring the work area is dry, safe, and ready for us to perform our work

Delays, hazards, or lack of access may incur additional charges for wasted time or rescheduled visits.

2A. Authority to Request Work and Responsibility for Payment

- By requesting work from us, **you confirm that you are authorised to do so.** This includes tenants, family members, flatmates, property managers, or agents.
- **Tenants must have landlord permission** before requesting electrical work. We may ask for written confirmation.
- Unless we receive **written confirmation** from another party agreeing to cover the cost, **the person requesting the work is deemed fully responsible for payment.**

3. Quotes & Estimates

- Quotes are valid for **14 days** unless otherwise stated
- All pricing is **exclusive of GST**
- Estimates are **not fixed prices** and may vary depending on time and materials used
- Variations or additions (due to hidden issues, changes requested by the client, or unknown site conditions) will be charged at our hourly rate of **\$70/hour** plus materials

4. Urgent Safety Repairs

If we discover an **immediate safety risk** (e.g. live exposed cables or non-compliant wiring), we are legally obligated to make it safe. We may do this **without prior approval**, and it will be **billable at \$70/hour plus materials**.

4A. Fault Finding and Diagnosis

When we are asked to identify or diagnose a fault (e.g. power loss, intermittent issues, or **heat pump failures**), our time spent on investigation is fully chargeable, regardless of outcome.

You agree to be billed for:

- Any time spent identifying or tracing faults
- Advice, testing, or inspection—even if no repair is possible
- External causes or third-party-related issues
- Situations where you choose not to proceed with the repair

Our rate is **\$70/hour**, unless otherwise agreed in writing.

5. Ownership of Goods & Title

All goods and materials remain **our property until paid for in full**.

If payment is not received, we reserve the right to:

- Reclaim materials or components (installed or otherwise)
- Suspend ongoing or future work

Risk and liability pass to you upon delivery or installation.

6. Warranties

We offer a **12-month workmanship warranty** from the job completion date.

Manufacturer warranties are separate and:

- Are usually **for parts only**, unless stated otherwise
- May offer longer coverage (e.g. **Voltex 7-year parts & labour**)
- We will assist in submitting warranty claims wherever possible

However, **we are not liable** if a supplier denies a claim. These are agreements between you and the supplier.

We will do everything in our power to assist you in honouring supplier warranties, but in cases where the supplier will not uphold their warranty, **we accept no liability**.

Our workmanship warranty is void if:

- Others modify or tamper with our work
- There is misuse, overloading, or external damage
- Work is altered without notifying us first

7. Payment Terms

- Payment is due **within 7 days of invoice, unless otherwise stated in writing and agreed by both parties**
- Deposits or staged payments may be required for larger jobs or material orders
- A **standard call-out fee of \$115.00 (excl. GST)** applies to all service visits, unless otherwise agreed. This includes travel, the first hour of labour, and standard certification.
- This does **not** cover certification from external providers (e.g. inspector ROIs) which will be charged separately where required
- A **refrigerant recovery fee of \$40.00 (excluding GST) per unit** applies when refrigerant must be safely extracted and recovered from heat pumps or air conditioning systems during removal, as required by environmental and safety regulations.
- Late payments incur **2.5% monthly interest (compounded)**
- You are liable for **all debt collection costs**, including legal and agency fees

8. Limitation of Liability

To the maximum extent permitted by law, our liability is limited to the lesser of:

- The amount paid for the specific job in question
- **\$1,000 NZD**

We are **not liable** for:

- Consequential, financial, or indirect losses
- Damages to equipment, appliances, or systems not supplied by us
- Delays outside our control
- Pre-existing faults or illegal installations

All complaints must be reported within **7 days**, and you must allow us the opportunity to inspect and remedy any issue.

9. Health & Safety

You must provide a **safe and lawful work environment**, in line with the **Health and Safety at Work Act 2015**.

We may stop work immediately if safety is compromised.

10. Access & Delays

You must ensure:

- Clear access to the site during agreed times
- No obstruction or delay from other trades, parties, or conditions

Extra costs may apply for waiting time, rescheduling, or site interference.

11. Cancellations

- Cancellations with less than **24 hours' notice** may be charged up to **50% of the quoted cost**
- Deposits are **non-refundable** where materials have been purchased or preparation work has started

12. Privacy Policy

We collect your details to:

- Communicate
- Schedule and perform work
- Invoice and meet legal obligations

We do not share your information unless required by law.

13. Dispute Resolution

If a dispute arises:

1. Notify us in writing within **7 days**
2. We will attempt to resolve it directly
3. If unresolved, both parties agree to **mediation** before pursuing legal action

These Terms are governed by **New Zealand law**.

14. No Waiver of Rights

Failure to enforce any part of these Terms does **not** waive our right to enforce it in future.

15. Amendments

We may update these Terms at any time. The most recent version provided to you applies to all current and future work, unless otherwise agreed in writing.

By engaging our services, accepting a quote, or paying an invoice, you agree to be bound by these Terms of Trade.