

Borges Design Limited – Standard Terms and Conditions of Trade

- **Definitions:** The Client is the person(s) named in the attached Fee Estimate or Fee Proposal, and BD is Borges Design Limited
 - **Scope of the Project:** Is as detailed in the Fee Estimate or Fee Proposal.
 - **Scope of Work for the Project:** Is as detailed in the Fee Estimate or Fee Proposal.
 - **Should any extra design work be required, it is to be billed separately.**
 - **Fee Estimate or Fee Proposal:** Written estimates will always be provided before work commences or orders are placed, and confirmation is required by the Client authorising acceptance of the figures.
 - **Variation:** Should the scope of the brief of the project be changed materially or substantially after commencement by the Client in writing to Borges Design, BD will provide an estimate of hours to complete the variation which the Client must approve in writing before the variation work is undertaken.
 - **Terms of Payment:** Borges Design invoices are due for payment within 7 days unless a different due date is specified.
 - **Terms of Payment for Product Supplied:** A minimum of 50% deposit pre order and the balance prior to delivery.
 - **Disbursements:** These are charged at cost.
 - **Travel Expenses:** Local travel costs, within 20km of Auckland Central, are included in your design package. Travel outside this zone will be charged at a per km rate. The Client will be also asked to meet long-distance rail, road, air fares and any accommodation and meal costs outside of Auckland.
 - **Fee Changes:** Borges Design reserves the right to increase prices accordingly if: - The Client alters the work in the signed proposal - More than 90 days has elapsed between acceptance of estimate and work commencing. Prices will be requested at date of works for Client acceptance in writing. - The supplier/manufacturer cannot supply the goods estimated and a substitute has to be found.
 - **Overdue Payments:** Should payments not be made within 7 days or as otherwise agreed in writing, we reserve the right to charge interest at 2.5% per month and to charge a late payment penalty of 10% on any overdue accounts. If the account is not paid within 30 days after the due date, you will be liable for all debt collection costs incurred in the recovery of the unpaid account including legal fees and other costs incurred. Borges Design reserves the right to withhold further services and products until all payments have been made.
 - **GST:** All amounts stated are inclusive of Goods and Services Tax.
 - **Product:** Products purchased by Borges Design Ltd on behalf of the Client are subject solely to the warranties provided by the original manufacturer or supplier. BD acts only as an intermediary in facilitating the procurement of such products or services and makes no independent warranties or representations, express or implied, regarding their quality, performance, or suitability. Any claims, defects, or disputes related to such products or services must be directed to the respective supplier or manufacturer, and BD shall bear no liability or responsibility in this regard.
- Cancellations:** Where the proposed work included is custom made, items cannot be cancelled once ordered and may be the subject of a supplier's or manufacturer's cancellation charges.
- **Delays or Cancellation:** Where a project is delayed or cancelled for reasons beyond the control of BD, then BD reserves the right to recover fees and charges for the work done up to the date of receipt of written notification of such delay or cancellation.
 - **Council Approval and Fees:** BD will liaise with council to obtain consents where needed if needed as long as this is part of the agreement. The Client will be responsible for obtaining any neighbour approvals required for the project and will pay all council fees and costs for the same.
 - **Drawings:** Drawings include the wording do not scale. Contractors are to verify all dimensions on site and report any errors and omissions to BD before commencing work.
- Guarantees:** Any defects in goods supplied or work carried out must be notified by the Client in writing within 3 months of the final invoice date. In the event of any defect being notified and found to be justified, BD, at their discretion, will either arrange to remedy the defect or replace the defective goods. Please note that products supplied are covered under the respective supplier's or manufacturer's warranty. While BD will do all it reasonably can to assist clients with warranty claims, it is strictly bound by the terms and conditions of these warranties.
- **Insurance:** BD excludes liability for damage, fire or theft of Clients goods whilst in their care. Clients should be advised to ensure that they are adequately covered by their own insurance.
 - **Packing, Storage and/or Delivery Costs:** All these costs are chargeable to the Client.
 - **Product Supply:** All products remain the property of BD until paid for in full.
 - **Commission:** BD has relationships with its manufacturers and wholesalers and in some instances may receive payments and/or other benefits for purchases of products by clients.

- Substitution: The Client will always be advised where substitution of items ordered is necessary, unless BD has a written agreement to use their own discretion to make the decision.

- Right to Credit: BD is entitled to use the design, drawings and photographs of the project for their own promotional and professional purposes, including entering these in appropriate awards

- Client agrees to signage for the duration of the project upon deposit being made

Project Timeline and Delays:

- Project Completion Timeframe: We endeavour to complete your project within the agreed-upon timeframe, providing you with an estimated completion date.
- Factors Outside Our Control: While we make every effort to adhere to the proposed schedule, it's important to note that certain factors may arise that are beyond our control. These include, but are not limited to: Supplier Delays: Unforeseen delays in the delivery of materials or products from our suppliers. Manufacturing Issues: Unexpected challenges or complications in the manufacturing process. External Factors: Events such as adverse weather conditions, force majeure, or other unforeseeable circumstances.
- Communication on Delays: In the event of any anticipated delays, we commit to promptly informing you of the circumstances causing the delay, along with a revised timeline for project completion.
- Mitigation Measures: Our team will actively work to mitigate delays whenever possible, exploring alternative solutions and expediting processes to bring the project back on track.
- Client Cooperation: Your cooperation is essential during such instances. Timely responses to queries, decisions, and approvals will contribute to minimizing the impact of any unforeseen delays.
- No Liability for Consequential Damages: We acknowledge that delays may cause inconvenience, but we cannot accept liability for any consequential damages arising from project delays.
- Extensions of Time: In the event that delays are significant and beyond the initially agreed-upon completion date, we may discuss and agree upon reasonable extensions of time to accommodate unforeseen circumstances.

By engaging our services, you acknowledge and accept that, while we are committed to delivering your project in a timely manner, certain factors outside our control may impact the project timeline.