

## TERMS OF TRADE

1. **How these Terms Apply** You are taken to have exclusively accepted and are immediately bound, jointly and severally (where there is more than one purchaser), by these terms of trade when any one of the following occurs:

- a. place an Order for any Goods and Services from us; and/or
- b. accept delivery of any Goods or Services from us; and/or
- c. issue a purchase order to us following receipt of an Order document,

and together these terms apply in conjunction with any specific exclusions or additional terms specified in any Order

2. **Our Contract** Your acceptance of the Order and these general terms together constitute our agreement with you (this **Contract**). This Contract governs the agreement between **ScheffMac Drainage Ltd (NZBN 9429033951409), trading as Pukekohe Bobcats** (“us”, “our” or “we”) and you, the named customer in the Order, in respect of the Goods and Services.
3. **“Business Days”** Any reference to ‘Business Days’ in these terms means a day on which banks are ordinarily open and excludes a Saturday, a Sunday or a public holiday. Any other reference to a ‘day’ shall mean a calendar day.
4. **“Customer Supplied Materials”** means any and all materials, including but not limited to, plants, shrubs, timber or other materials, supplied by you or any other third party that is not our supplier for the purpose of performing the Services.
5. **“Goods”** includes any products, (including component parts) or other materials supplied in connection with an Order or the Services and **excludes** any Customer Supplied Materials.
6. **“Order”** means any quotation, cost estimate, work order, statement of work, online booking, phone booking, invoice and any other documentation setting out our scope of Services or order for Goods.
7. **“Site”** means the place or places where the Services are to be performed by us or Goods are to be delivered and/or installed. This includes any Site under the direction of a head contractor where we are working on a labour-only basis or as a subcontractor.

8. **“You”** means the purchaser buying the Goods and Services as specified in any invoice, order, Order or any other document. If the purchaser comprises more than one person, each of those persons’ liability and agreement is joint and several.

9. **“Us”, “Our,” or “We”** in these terms includes any contractor, employee, assignee, agent, transferee or approved subcontractor that we use.

## OUR SERVICES AND OBLIGATIONS

10. **Goods and Services** These include:

- a. any works or services performed relating to earthworks and drain-laying services, cartage, civil works, earthmoving, excavation or any other works or services described in an Order; and
- b. supply of Goods and materials required in connection with Services described in the Order; and

together these are the ‘Goods’ and/or ‘Services’ as the context requires.

11. **Subcontractors** Either we or our approved subcontractors will perform the Services for you.

12. **Performance** We will perform our Services with due skill and care and in a competent manner. All Goods and materials supplied as part of the delivery of the Services will be fit for purpose for the proposed use and unless agreed with you, will be new.

13. **Exclusions** All job specific exclusions are listed in our Order and are incorporated into these terms.

14. **Plans, Drawings and Specifications** All plans, drawings and specifications accompanying these terms, including any variations to such plans and specifications, form part of this Contract.

15. **Certifications** If required by law, we will give you any certificate or similar document as needed to confirm the works are completed.

16. **Work May be Performed in Instalments** We may perform the Services and related works in instalments on different dates.

## CUSTOMER OBLIGATIONS

17. **Authority for Approval Decisions** You must nominate a single individual with authority to give instructions or approval to us, and where you are working with a professional consultant that you wish to delegate approval and authority to, you must provide us with written confirmation of their

name, status and basis on which approval or instructions can be accepted by us.

- 18. Boundary Access and Consent** Where our Services require an adjacent property owner boundary to be crossed or utilised for access, you must obtain consent from the adjacent landowner.
- 19. Other access** where any other specific method of access if required, you must arrange this and communicate this to us in advance.
- 20. Consents** You must make your own enquiries relating to the requirement of any consents required to enable us to perform the Services. You must arrange for all such consents to be obtained at your sole cost unless we have expressly agreed to perform this as your agent in our scope of works.
- 21. Certifications** You are responsible for arranging all and any applicable compliance certification for the works and Services at your sole cost unless we have expressly agreed to perform this as your agent in our scope of works.
- 22. Separate Contractors** You are responsible for arranging all and any geotechnical, structural, design and surveying services and any other separate contractor that is required as part of your project and whom we will not engage directly (**Separate Contractors**) prior to us commencing the Services. Where you require us to liaise with the Separate Contractors as part of our Services, this may be chargeable at a time and materials rate if we have not included this liaison time in our pricing.
- 23. Asbestos Detection Report** Where requested, you must obtain and supply to us a clearance report at your sole cost from a competent expert to confirm that asbestos is not present at the Site unless we have expressly agreed to perform this as your agent in our scope of works.
- 24. Underground Services Detection** Where we will perform Services that may be in and around underground services, you must arrange the following at your own cost and expense:
- a. plans of underground services locations to be ordered; and
  - b. cable locations and mark-out to be performed; and
  - c. mark-outs of all recommended clearances between detected services; and
  - d. arrange and meet costs (if applicable) of a stand-over service where we identify the Site as high-risk of underground cable or services

strikes in relation to the identification and location of all underground services.

- 25. Site Preparation Works** You must complete the following customer works at your cost in advance of us commencing the Services. These include, but are not limited to, the following:
- a. **Removal of obstructions** this includes the removal of obstructions to access to the Site; and/or
  - b. **Boundary Markings** Where our Services require boundaries to be followed, all survey pegs and boundary markings must be clearly visible and present.
  - c. **Excavation works** all excavation, site scraping, downpipes, drainage and other necessary works have been completed and performed unless these are within our scope of works; and/or
  - d. **Ground levels** all ground levels must be at the required levels indicated in our plans or to our specific instructions to enable the Services to be performed; and/or
  - e. **Services trenching** all service trenches must have been closed with appropriate compacted backfill where necessary for the performance of the Services; and/or
  - f. **Roading surfaces** all roading surfaces under your ownership (excluding those vested in local authorities) meet adequate strength ratings to support loads including vibration, weight and depth checks related to methods we may use in the performance of the Services; and/or
  - g. **Other preparatory works** any other preparatory work that you have expressly agreed you will perform in advance of the Services.
- 26. Development Plans** Where you are a developer, you must supply us with complete and accurate plans for the development or subdivisions and ensure we are supplied with revised and updated plans as soon as they are updated.
- 27. Traffic Management** You are responsible for submitting and arranging all traffic management plans required by any authority unless we expressly agree to this in our scope of Services.

## PRICE, FEES AND DEPOSITS

**28. Prices are an Estimate Only** Unless our Order specifically states that we offer a fixed price for the Services, all our Orders are issued as an estimate of the costs and expenses for the specific scope of Services.

**29. Prices** The price for our Goods and Services shall be comprised of one or more of the following:

- a. a quoted fixed price; or
- b. a cost estimate only; or
- c. a charge-up rate based on time and materials; or
- d. a schedule of rates.

**30. Final Invoiced Amounts May Vary from Estimate** Where the cost to perform the Services are estimated, you shall be invoiced for the actual hours, materials, volumes and quantities of materials incurred to perform the Services up to the date of the applicable invoice.

**31. Deposit** Our Order will state if a Deposit is required to confirm the booking of our any of our Services or placement of an order for any Goods.

**32. Pricing Validity for Goods and Materials** Any quote for Goods and/or materials is valid for the period we state in our Order or any communication relating to your selections (**Materials Pricing Validity Period**). After the expiry of the Materials Pricing Validity Period, we may need to re-quote for the most up-to-date price. Any increased costs for Goods and/or materials after the expiry of the Materials Pricing Validity Period shall be passed onto you.

**33. Commercial and Industrial Services** The following applies to the price and payment for Services where you are a commercial or industrial customer:

- a. **Schedule of Rates** all pricing and rates for Services are issued against any schedule of rates supplied with this Contract (as adjusted from time to time) or otherwise supplied to you; and
- b. **Different Rates May Apply** you acknowledge that personnel, service types and machinery or equipment are subject to different rates; and
- c. **Site Induction Fee** you acknowledge there may be an initial establishment fee payable to induct our personnel to your nominated Site(s). Additional establishment fees are

chargeable per project or scope of work where there is more than one Site.; and

**34. Stand Down Fees** Where we arrive to Site as scheduled and we cannot access the Site after a reasonable waiting time, we reserve the right to leave the Site and you may be charged a stand down fee equivalent to the full daily rate for all personnel deployed to your Site.

## PAYMENTS AND INVOICING

**35. Amounts Owing Payable on Due Date** All amounts specified in an invoice will require payment on the due date specified in the invoice (**Amounts Owing**).

**36. Invoices May Be Progress Payments** We will invoice for the Services on the following basis as specified in your Order:

- a. on a specific frequency (e.g. weekly, fortnightly or monthly) for actual hours and materials incurred; or
- b. at an agreed frequency or interval for specified milestones or stages of the works or Services; or
- c. in specified percentages at specific dates.

**37. Retentions** No retentions shall apply.

**38. No Deferment of Final Balance** You confirm and acknowledge that you cannot defer the payment of the final balance to be later than the Due Date stated in an invoice unless we agree to this as a Variation.

**39. No Set Off or Deduction Payment of Amounts Owing** Amounts Owing which are due and payable must be made without set off or deduction of any kind.

**40. Invoices are Issued as Payment Claims** Where this is a "construction contract" as defined in the CCA, all invoices are issued as a payment claim in accordance with Part 2 of the CCA.

**41. If You Dispute the Amount Owing** If you receive an invoice and you consider you owe us a lesser amount than the sum stated as the Amount Owing, you must issue a valid **payment schedule** (a term used in s21 of the CCA) to us within **five (5) Business Days** of receiving our invoice (**Payment Schedule**). To meet the requirements of the CCA, you must ensure that your Payment Schedule details:

- a. the amount you have calculated you think should be paid; and
- b. how you have calculated this amount; and

- c. why this amount is less than the Amounts Owning as stated in our Payment Claim invoice; and
- d. your reasons for not paying the Amounts Owning.

**42. Full Amounts Owning where no Payment Schedule Issued** If you have not responded with a valid payment schedule in writing within the timeframe specified above, we are entitled to treat any amount stated in our invoice as an Amount Owning and it remains due and payable. If you do respond with a valid payment schedule stating a lesser amount or no amount, and we do not agree with you, we reserve our rights to use the Dispute Resolution procedures set out in these terms.

**43. Duty to Pay Undisputed Amounts Owning** Even when you issued a Payment Schedule, you acknowledge and agree that you will not be entitled to withhold payment in respect of any undisputed Amount Owning.

**44. Default Interest** Where you do not pay an Amount Owning by the due date stated in an invoice, this immediately becomes an **“Overdue Amount Owning”**. After a period of **5 (five) Business Days**, we shall have the right to apply **default interest at a rate of 5% per month on the Overdue Amount Owning** (or such rate published on our invoices if different). This shall be calculated daily and compound monthly at that rate if we elect to do this. This applies before and after any judgment (if applicable).

**45. Late Payment Fees** We reserve the right to apply a late payment fee at the amount specified on our Invoice in addition to or in place of any default interest stated in any clauses above. This shall be applied where an invoice becomes an Overdue Amount Owning.

**46. Debt Collection or Recovery Costs** If an Overdue Amount Owning remains unpaid for **14 (fourteen) Business Days or more**, we reserve our rights to engage the services of a debt collection agency or solicitor to take proceedings to recover the Overdue Amount Owning. You will be liable for the costs incurred by us in the collection of any unpaid amounts including but not limited to legal costs, debt collection fees and internal administration fees.

## VARIATIONS

**47. Variations to Price or Time** We reserve the right to issue a Variation Order to change the price or extend the time to complete the Services in the following circumstances:

- a. **Revisions to plans, drawings or specifications** where a change to the plans, drawings or specifications on which we scoped our Order is made by you or any representative authorised by you (including any Professional Consultant you direct us to take instructions from); and/or
- b. **Materials changes** where a change to selection of materials, is required or requested after you have accepted our Order whether or not the Services have commenced; and/or
- c. **Site extension** where an extension to the Site area is requested that extends the sqm on which we have provided our Order; and/or
- d. **Change to commencement date** where a change to the date for commencement agreed upon in our Order is requested; and/or
- e. **Site preparation works incomplete** where we are delayed or where we must perform additional works to manage, assist with or co-ordinate any site preparation works which form your Customer Obligations; and/or
- f. **Undetected or unforeseen Issues** where the Services scope increases or changes due to any of the following:
  - (i) encountering unsuitable ground or overhead obstructions that prevent works; and/or
  - (ii) dewatering any mains, ducts or other conduits or channels that may flood or allow water ingress because of the works; and/or
  - (iii) poor weather conditions; and/or
  - (iv) limitations to accessing the Site or site to perform the Services; and/or
  - (v) prerequisite work by a third party not being completed to prepare or erect the surfaces to be worked on; and/or
  - (vi) ground conditions or presence of rock/hard ground that adversely affects the suitability of the surface to be worked on; and/or
  - (vii) encountering asbestos (actual or suspected) during the Services which could not have been reasonably foreseen; and/or
  - (viii) underground services encountered that were not detected by mark-out plans, cable location, pot holing or hand-digging and

which affect the performance of the works;  
and/or

- (ix) encountering hazardous waste or contaminated ground, soil, materials, waste or another surface; and/or
- (x) discovery of any archaeological or cultural artifacts or remains.

To avoid doubt, we will determine in our industry experience if such issues are hazardous or affect the scope of services.

- g. Costs fluctuations** where the cost of materials or other costs or expenses relating to supply of materials increases beyond our control from the date of issue or acceptance of our Order; and/or
- h. Materials substitutions** where there is a requirement for us to substitute one or more materials or fixtures selections due to supply chain and/or procurement issues and the substitute material or selection agreed upon is a higher cost to the price indicated or estimated in our Order; and/or
- i. Any other impacts** where there is a requirement for us to extend the time or cost it takes to complete the works due to the impact of any other changes which are not listed above but which we deem in our reasonable opinion are a Variation.

**48. All Rights Reserved to Decline a Variation** Where a Variation has been requested by you directly to extend scope, decrease a timeframe, or increase labour units, we reserve our right to decline to treat this as a Variation. In some circumstances, we may elect to treat the request as a new scope of Services and will advise you if a new price is to be supplied.

**49. Written Variations** We shall supply you with a written Variation Order stating the changes to the Order, how the price change has been or will be calculated, any extension of time required and state any additional customer obligations to accommodate the Variation. This will be supplemental and in addition to the Order and forms part of this Contract.

**50. Verbal Variations** Where necessary due to time constraints, you agree we may contact you to inform you of a Variation event by phone or in person if you are on Site. You further acknowledge and agree that in these circumstances, you confirm that we are entitled to invoice any additional sums as if it were a written Variation Order.

**51. When Time and Materials Rates Apply** Where we must perform a Variation at short notice, or in the circumstances set out in the clauses above, and we cannot issue a Variation Order with a revised quote or fixed price, we shall charge on a time and materials basis (unless another method of charging has been otherwise agreed in our Order).

## SUSPENSION AND TERMINATION OF SERVICES

**52. Suspension of Services for Overdue Amounts Owed** If there is an Overdue Amount Owed and such default continues for **(5) Five Business Days** then we shall be entitled to immediately suspend the Services without notice and such suspension shall be on the same basis as if it were a suspension under s24A (2) and (3) of the Construction Contracts Act 2002.

## WARRANTIES

**53. Consumer Guarantees Act** If you are a customer in trade or business and the Services acquired from us under this Contract are for business purposes, the provisions of the Consumer Guarantees Act 1993 (CGA) shall not apply. Otherwise, the provisions of the CGA shall apply.

**54. Health and Safety** We will perform the Services to accepted industry standards and in accordance with the Health and Safety at Work Act 2015.

**55. Delay Fees** You are not entitled to claim any delay fees, liquidated damages or other costs or expenses related to any delay in the performance of our Services.

**56. Remedies for Defective Services** If any defective workmanship is discovered within **(5) Five Business Days (Warranty Notice Period)** and none of the limitations or exceptions listed in this section apply, we shall remedy any defective workmanship by a re-performance of the Services only. No refunds of any fees are available.

This guarantee is in addition to any implied warranties at law.

**57. Exclusion of Warranties** Any warranty or guarantee owed by us to you under relevant laws or under this Contract will not apply where:

- a.** accepted industry tolerances are present or detected; and/or
- b.** damage to roading surfaces, footpaths, crossings or any part of accessways to the Site occurs where you were required to ensure the adequacy of these surfaces as part of your Customer Obligations; and/or

c. the fault or defect is not notified to us within the applicable Warranty Notice Period; and/or

d. the fault or defect is a result of:

- (i) something done by you or someone else, and not by us or our approved contractors; and/or
- (ii) you or your representatives not maintaining any resulting structure or dwelling (where applicable) in a sound and reasonable condition in such a way that it caused the defect; and/or
- (iii) you or your representatives not following instructions to keep surfaces clear of vehicles, foot traffic and furniture for the specified period indicated by us; and/or
- (iv) you or your representatives not watering concrete periodically to limit risk of cracking due to weather conditions for the specified period indicated by us; and/or
- (v) something beyond human control that occurred after completion of our Services or works, for example an extreme weather event or natural disaster or natural event such as an earthquake, lahar or tsunami that causes the defect; and/or
- (vi) any part of the surfacing installed being misused, abused, neglected, or damaged after installation or completion; and/or
- (vii) any installed ducts being repaired, modified, reinstalled, or repositioned by anyone other than us or our approved contractors.

**58. Manufacturer Warranty Claims** If Warranty Notice Period has ended and there is a manufacturer product warranty still available for any component part of the Goods included as part of the Services, you must liaise with the manufacturer for the duration of any guarantee period offered by them.

## PRIVACY

**59. Use of Personal Information** You authorise us and our agents to collect, use, retain and disclose "personal information" (as defined in Part 1, section 7 of the Privacy Act 2020) about you and your personnel that you or they provide to us for the following purposes:

- a. assessing creditworthiness and exercising our rights and/or performing our obligations under this Contract;
- b. direct marketing purposes (including by email and other electronic means), unless you notify

us that you do not wish to receive direct marketing from us;

- c. using the services of credit reporting and debt collection agencies and you consent to us disclosing personal information (including any information about default and repayment history) to a credit reporter, who may hold that information and use it to provide its credit reporting services; and
- d. registering any Security Interest under this Contract; and
- e. the use or transfer of personal information to a Related Company (as such term is defined by Companies Act 1993) in connection with the performance of our obligations or exercise of our rights under this Contract.

**60. Authority and Consent** The clause above is authority and consent from you in accordance with sections in Part 3, Part 7, subpart 1 and all other relevant sections in the Privacy Act 2020.

**61. Right to Access Personal Information** You (if you are an individual) have the right under sections in Part 4, subpart 1 and Part 4, subpart 2 of the Privacy Act 2020 to access, and request correction of, any of your personal information held by us and if you provide any personal information about a third party (including your Personnel) to us, you confirm that you are authorised to do so by the relevant individual and you have informed the relevant individual that they have the right to contact us to access and, if applicable, request correction of any personal information that we hold about them.

## RISK

**62. Risk in Goods Passes to You on Completion** All risk of damage or loss to any Goods shall pass to you on delivery of the Goods or completion of the Services (including where Goods have been installed at your Site as part of the Services). The responsibility to insure those Goods shall pass to you.

## TITLE TO GOODS, PLANT AND EQUIPMENT

**63. Retention of Title to Goods** We own the Goods (if any) supplied to you as part of the Services until you have paid for them in full. No beneficial or equitable ownership in the Goods will pass to you until full and final payment of the total price has been received by us. Until the Amounts Owed have been paid, you hold the Goods as trustee and agent for us.

**64. Right to Enter Site to Seize Goods if there are Amounts Owed** If you fail to comply with this

Contract in relation to payment of Amounts Owed then we may enter the Site to seize possession of the Goods and retain, sell or otherwise dispose of such Goods. By entering this Contract, you acknowledge and agree that you grant us or our agents or approved contractors an unrestricted right and licence to enter the Site without notice to identify and remove the Goods that we still own.

**65. Title to Plant, Machinery and Equipment** All title to any plant, machinery and equipment used to perform the Services and which may be left at the site or Site during the performance of the Services remain our exclusive personal property and no rights, title or interest shall pass to you.

#### **PERSONAL PROPERTIES SECURITIES ACT 1999 (PPSA)**

**66. This Contract is a Security Agreement** You accept that this Contract constitutes a security agreement for the purposes of the PPSA.

**67. Retention of Title creates a Purchase Money Security Interest** You agree that clause (*Retention of Title to Goods*) grants us a Purchase Money Security Interest (as defined in the PPSA) in all present and after acquired Goods as security for payment of the purchase price for the Goods until such amount is paid in full.

**68. Our Right to Register a Financing Statement** You consent to us effecting a registration of a financing statement in respect of the security interest created by this Contract on the Personal Property Security Register (**PPSR**) under the provisions of the PPSA (see <https://ppsr.companiesoffice.govt.nz/> for more information). Where we have rights in addition to those in Parts 9 of the PPSA, you agree that those rights shall continue to apply.

**69. Waiver of Your Rights under the PPSA** You waive the following rights under the PPSA:

- a. **To receive a Verification Statement** you waive the right to receive notice of a verification statement under s148 of the PPSA in relation to any registration we make on the PPSR to secure our interest over the Goods; and
- b. **Notice rights** you further agree that you waive the rights under ss114(1)(a), 116, 120(2), 121, 125, 129 and 131 of the PPSA as they relate to notices to you regarding our rights to remove our Goods and re-sell these. To the extent permitted by law this Contract excludes any other provisions of the PPSA which may be excluded in our discretion, and which would otherwise confer rights on you.

#### **70. What you Must Do to Assist with a PPSR Registration** You undertake to:

- a. promptly do all things, execute all documents and/or provide any information which we may reasonably require to enable us to register a financing statement or charge on the PPSR; and
- b. not to consent to or enter into any agreement which permits any supplier or other person to register a security interest in respect of the Goods without our prior written consent.

**71. Right to Enter Premises or Site** You irrevocably grant us the right to enter your Site or premises, without notice, and without being in any way liable to you or to any third party, if we have the rights to exercise any of our rights under section 109 of the PPSA in respect of our Goods. You shall indemnify us from any claims made by any third party as a result of such exercise. Any costs and expenses in the performance of using our rights under s109 shall be added to any Amounts Owed.

#### **LIMITATION OF OUR LIABILITY**

**72. Exclusion of Our Liability** To the fullest extent permitted by law, and subject to our obligations under this Contract or under any applicable law that imposes guarantees on us, we exclude all liability to you for:

- a. any direct or indirect claims, expenses, losses, damages and costs (including any incidental, special and/or consequential damages or loss of profits, loss of anticipated savings or loss of expenses suffered or incurred by you resulting (either directly or indirectly) in connection with the Goods and Services; and
- b. the failure to perform by any Separate Contractors engaged by you directly to perform construction or other Services in respect of your project.

**73. Damage to Underground Services** You warrant that without limiting our other rights and remedies, you shall indemnify and hold us harmless against and from all costs and expenses (including reasonable legal costs) in relation to any claim or proceeding brought against us in respect of any damage caused to underground services during the performance of our Services.

**74. When Limitations of Liability Cannot Apply** These clauses do not limit our liability to the extent that it cannot be limited at law; and/or arises out of or in connection with any wilful default, fraud or criminal conduct by us.

## DISPUTE RESOLUTION

**75. Details of the Dispute must be Supplied** If you or we consider that a dispute has arisen in relation to any matter governed by this Contract, that party must give the other party written notice outlining the basis of the dispute.

**76. Obligations Continue** If there is a Dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

**77. You Must Still Pay Amounts Owed** Notwithstanding the presence of a dispute, you must still comply with your obligations to pay us in accordance with the terms of this Contract unless the dispute specifically relates to a disputed amount on an invoice. In that case, you must pay the undisputed portion of that invoice.

## NOTICES

**78. Deemed Notice** Any written notice given under this Contract shall be deemed to have been given and received as follows:

- a. by handing the notice to the other party, in person; or
- b. by leaving it at the registered address of the other party as stated in this Contract; or
- c. by sending it by registered post to the address of the other party as stated in this Contract; or
- d. if sent by email to the other party's last known email address.

## GENERAL

**79. Governing Law** This Contract shall be governed by the laws of New Zealand and the parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.

**80. Severability** If and to the extent any provision or part of a provision is illegal or unenforceable, such provision or part of a provision will be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.

**81. Entire Agreement** This Contract sets out the entire agreement between the parties.

**82. Precedence:** If there is any conflict or difference between the documents forming the Contract then the order of precedence is:

- a. a Variation Order; and

- b. any specific departures to these terms as documented in a separate written contract; and
- c. the Order.

**83. Construction Contracts Act** Where the context requires, this Contract is a construction contract as defined under the Construction Contracts Act 2002.

**84. Signing Not Required** It is not necessary for this Contract to be signed unless we insist on it. You are bound by these terms if you continue to act in a way that is consistent with the arrangement and discussions you have had with us in relation to the Order, and we have incurred time and expense in procuring materials or commenced any part of the Services or works for you, or if you have paid a Deposit.

**85. Electronic Acceptance** The parties agree that any legal requirement may be met by using electronic means in accordance with the Contract and Commercial Law Act 2017. In this clause the term "legal requirement" has the meaning given to it by section 219(2) of the Contract and Commercial Law Act 2017.

END OF TERMS