

Terms of Service Agreement

THIS AGREEMENT is made

BETWEEN **Heatspec Services** at Christchurch

Address: 6 Talbot Road, Harewood, Christchurch 8051

Phone: 03-359 6654

Mobile: 021-359 664

Email: alan@heatspec.co.nz

AND (the “**Owner/Client**”)

Name: _____

Postal Address: _____

Phone Landline: _____

Mobile: _____

Email: _____

Site Address as shown: _____

For the purpose of discovery of a fault, the location of the fault and repair of underfloor heating circuits in premises that have been identified with faulty underfloor heating systems.

CONDITIONS AND TERMS OF ENGAGEMENT

The conditions of discovery and repair are as set out below:

1. If the Fault is proven to be a warranty claim it is the owners responsibility to claim the costs from the supplier.
2. The signatory of this agreement is personally responsible for payment of all costs.
3. It is most likely that there will need to be some excavation of the floor to effect repairs.
4. The degree of excavation is entirely dependent on the extent of the problem.
5. Any Damage to Walls or Floors as Required in the Process of Fault Location and Repair is the Responsibility of the Owner/Client to repair.

Heatspec Services will provide a written report with photos and where possible the sample of the problem once payment has been received.

6. It is the Owners/Clients Responsibility to seek Compensation for the Costs of the Repairs from who so ever is deemed to have caused the Damage.
7. Heatspec Services takes no responsibility for retrieving costs from a third party.
8. The Owner/Client is Responsible for the costs of Locating the Fault even if it is decided that repairs shall not be undertaken.
9. The Area where the Fault is located MUST be CLEAN DRY and FREE FROM ALL NOISE AND OBSTRUCTIONS as the Test Equipment uses a very low pitched tone for tracing cables.
10. If the Above Site Conditions cannot be met it may be necessary to leave the site and return at a later date this will be at the owners expense.
11. The length of time taken to locate and repair cables can vary from three hours to two days depending on the extent of the problem.
12. Costs for Location and Repair of Cables will be Paid on Completion.
13. Before commencement of work a deposit of \$280.00 plus GST is required to be direct debited into supplied bank account.

14. Hourly rate is \$160.00 per hour plus GST plus travel and accommodation costs.
15. Mileage will be charged at \$1.50 per km plus GST.
16. A minimum callout fee of \$280.00 plus GST applies.
17. Any Account outstanding after seven days will be considered overdue and may be subject to interest and passed on to a third party for collection at the discretion of Heatspec Services .
18. All costs involved in the collection of overdue accounts shall be at the owners expense.
19. Interest at the rate of 4% per month will apply to overdue accounts.
19. Heatspec Services Terms and Conditions apply, Copy available upon request.
20. Construction Contracts Act 2002 Applies.
21. The owner/client acknowledges that he/she has read, understands and accepts these conditions.
22. Services will be provided once (13) has been cleared into bank account.

I the Owner / Client acknowledge that I have read the above terms and conditions before engaging the services of Heatspec Services and accept them before commencement of services.

Signed: _____

Owner: (*Print name*) _____

Billing Address: _____

Relationship to Property that is having services provided

Please circle: Owner Tenant Landlords Agent

Date: _____