



## PROPOSAL

**Customer**  
Marlborough Heritage Trust Edwin  
Fox & karen McLeod

**Proposal Date**  
10 May 2018

**Harrisons Franchise**  
Nathan Birtles

1 Auckland Street  
Picton  
Picton 7220

**Phone**

**Mobile** 0275736868

**Email**

karenmelhuish@hotmail.com

**Job Number**  
MLB402855

**GST Number**  
119-201-853

ND and GL Birtles Ltd  
PO Box 4065, Redwood Village  
Blenheim 7242

**Phone** 03 578 6637

**Mobile** 021 997 070

**Email** marlborough@hah.co.nz

**Please note:** This proposal is valid until the end of the current month

**CARPET**

**Reactivate 0096**

(Customer to Initial to confirm) \_\_\_\_\_

Solution dyed nylon carpet classified as heavy duty (commercial), lifetime Anti static

**Installation**

Direct Stick excl glue

**Other included items**

Uplift - Direct Stick, Disposal, Doorbars, Stairs - Waterfall, Travel out of Town, Strong Bond Glue 20 Litre, Standard Colour Stair Nosing - Additiona

**Install Notes**

Entrance, Reception, Office, Stairs, Museum, Tracking/shading has been explained to customer, Trimming doors has been discussed with customer, Visibility of Seams has been explained to customer, Customer to move furniture, No allowance has been made for additional floor preparation

**FlyBuys Points**

533

|                          |                           |
|--------------------------|---------------------------|
| <b>Full Price</b>        | \$18,070.00               |
| <b>Discounts Applied</b> | \$2,088.00                |
| <b>Discounted Price</b>  | <b><u>\$15,982.00</u></b> |
| <b>Includes GST of</b>   | \$2,084.61                |

**Please Note:**

**Exclusions**

Unless specifically included, the price above excludes the uplift and disposal of existing carpet, shifting furniture, floor preparation and trimming doors

**Conditions**

Please read the terms and conditions printed on the back of this form or provided to you separately

**Payment**

Minimum deposit 50%, balance payable upon installation.

Direct Payment Details: Account 06-0601-0311306-00. Please reference your Surname and Job Number MLB402855

# TERMS AND CONDITIONS

## HARRISONS CARPET TERMS AND CONDITIONS FOR RETAIL SUPPLY OF PRODUCTS AND SERVICES.

THESE TERMS AND CONDITIONS APPLY TO ALL GOODS OR SERVICES AGREED TO BE SUPPLIED AS FROM 1 SEPTEMBER 2016 ("APPLICATION DATE").

### BACKGROUND:

- Harrisons have agreed to supply You with Products and/or Services.
- Supply of Products or Services by Harrisons is subject to the terms and conditions appearing below.
- Additionally You will be provided with product warranty and care documents.
- All documents will be read together however if there is any inconsistency between them this document will prevail.
- To make it easier to understand the meaning of certain words or expressions used in this document they are defined below. Defined terms are identified by their first letter being in upper case (eg "Harrisons").

### DEFINITIONS:

1. "Harrisons" means the company or partnership as stated on the front of this proposal (quote) or invoice who are offering to supply the Products and/or Services.
2. "You" and "Your" refer to any customer of Harrisons who or which buys goods or services from Harrisons.
3. "Products" means goods supplied by or through Harrisons to You.
4. "Services" refers to any supply by Harrisons to You which is not a supply of Products.
5. "GST" means Goods and Services Tax, at the rate payable in New Zealand for any supply.
6. "Invoice" means a document that sets out the agreed price for Products and/or Services to be supplied.
7. "Proposal" means a document which records an offer by Harrisons to supply Products and/or Services to You.

### APPLICATION OF THESE TERMS AND CONDITIONS:

8. These Terms and Conditions apply to any Products or Services supplied to You from the date of the invoice or proposal.

### PROPOSALS AND PRICES:

9. Unless otherwise agreed a Proposal must be accepted before the end of the month in which it is provided to You. Following acceptance an Invoice will usually be created to record the contract for supply of Products or Services.
10. Prices agreed to for the supply of Products or Services are as outlined on the front of this proposal or invoice. Harrisons will honour the agreed quote that they have scoped for. If there are potentially additional charges, for example extra floor preparation due to an unknown crack from an earthquake, this will be noted on the proposal or invoice. If however, the customer changes the scope of the job, for example does not move furniture as agreed which the installers then need to move, or fails to disclose something that has not been recorded as part of the scope of the job, Harrisons may charge for extra Product or Services required so as to reimburse them for any extra costs arising as a consequence. If this should occur Harrisons will update the proposal and costs will be agreed.
11. Harrisons may agree to cancel an order, however this may not be possible if Products have already been cut to measure. That is because once Products are cut to meet your requirements they may not be used elsewhere.

### INVOICES:

12. When the requirements of the job are agreed an Invoice will record the contract. When an Invoice is signed by You or agreement to the Invoice is sent via email by You this will be a binding contract. However the contract may also be binding in other ways such as when You have confirmed an order or paid any part of the agreed price.

### COMPLETION AND DELIVERY:

13. Harrisons is reliant on other companies for supply of Product and Services therefore any time or date given for delivery or installation of Products or Services will be Harrisons' best estimate of the time or date within which it can do so. You are asked to plan for the possibility of delays as Harrisons cannot guarantee delivery or installation times or dates and so will not accept liability for losses or liabilities claimed as a consequence of any failure to deliver or install on time.
14. If You are not ready for the install and have not advised Harrisons within a reasonable timeframe (at least 48 hours' notice), or wish to change the completion or delivery date or time Harrisons will do their best to accommodate that change but cannot guarantee to meet your revised requirements due to such things as installer availability. As any timing change may increase costs which may include arranging replacement subtrades and storing products.
15. The time of delivery of Products will be calculated from when they are delivered to You at the address provided for delivery, or if You have contracted a carrier then from when they are delivered to the carrier.
16. If You have raised a dispute Harrisons will then investigate the claim and if it then accepts that a Product or Service is faulty or defective Harrisons will comply with its obligations under the Consumer Guarantees Act. In considering whether to take any action in this respect Harrisons are entitled to take into account any actions You have taken (or failed to take) that may influence these things. If You are in any way in default of your obligations that may be taken into account also.

### PAYMENTS:

17. Payment for Products and Services will be made by You at the time/s and manner agreed with Harrisons. If no specific arrangements are made then payment will be required to be made in 2 instalments: 50% of the price plus GST as a deposit on signing of an Invoice or acceptance of a Proposal (whichever is earlier) and 50% of the price plus GST plus any other amounts due (such as for instance extra costs you have been notified of) on the day when delivery or installation is completed.
18. Payments to Harrisons must be made in full. This means that You cannot set-off or deduct any amount You say is owing by Harrisons to You. If You have such a claim You may pursue that separately.
19. You will also reimburse Harrisons for any costs in obtaining any money due, this includes debt collection or repossession.
20. Any monies received by Harrisons from You, or through exercise of its rights under clauses 22 or 23 will be applied firstly in re-imbursement of any costs or agreement to indemnify Harrisons, secondly in payment of invoices in order of age (the oldest first).

### RISK AND OWNERSHIP:

21. Risk in Products supplied to You passes to you when delivery is completed in accordance with clause 15. From that date You will need to insure them. If Harrisons have a security interest (in accordance with clause 23) that insurance must note Harrisons interest as security holder and Harrisons can require proof of cover. If under these circumstances Harrisons are not satisfied with that cover they may insure the Products themselves and You will reimburse them for the cost of doing so.
22. Ownership in Products will not pass to You until they have been paid for and all other monies due to Harrisons by You have also been paid. Until that time You hold them only as bailee (custodian) from Harrisons. Until ownership in Products pass to You Harrisons are authorised to enter any premises where they have cause to believe the Products may be held, to inspect and/or repossess them.
23. These rights in respect of Products create a security interest in them in accordance with the Personal Property Securities Act 1999. You will do all things, sign all documents and pay upon demand all costs of Harrisons required to enforce this security interest. For these purposes You will supply all information required by Harrisons and will advise Harrisons of any change of name, or any change of your address, and/or of the address where Products are stored for You (if different).

### WARRANTIES AND LIABILITY:

24. Harrisons warrant that any Products sold or Services provided will meet their agreed specifications or brief, however the supply of Products and Services are subject to usual trade tolerances (over or under in respect of weight, dimensions, colour or other measures of quality or performance).
25. You warrant that all information You supply to Harrisons in connection with any order of Product or brief for the supply of Services is up to date and accurate and recognise that the ability of Harrisons to meet its obligations is dependent on that. If You do not supply important information and as a result Harrisons suffer any loss You will reimburse them for the loss.

### GENERAL PROVISIONS:

26. Harrisons will not be liable to You if it is unable to meet any agreed obligation due to any "force majeure" event or "act of God" or any similar event such as War, strike, lockout, manufacturing delay, natural disaster, or other event beyond Harrisons control.
27. No variation to any order or agreement to supply is binding on Harrisons unless it is in writing and signed by an authorised officer of Harrisons.
28. If for any reason any terms or conditions of supply are considered at law to be unlawful or unenforceable a Court may disregard or vary the offending terms or conditions so that these terms and conditions are otherwise enforceable as they are written.
29. If Harrisons do not act on any right it has or delays any action, doing so does not affect its ability at any other time to act on that right, nor its ability to act on any other right.
30. In terms of the Privacy Act 1993 You authorise Harrisons to collect Your personal information from You direct. If You do not provide this information that may affect Your ability to purchase Products or Services on credit terms.
31. Harrisons are the owners of all intellectual property rights in respect of Products and Services. This includes designs, copyright, patents, "know-how" and confidential information about them. You will do all things reasonably required to assist Harrisons to protect or enforce these rights and You will not do anything that compromises or risks these rights. You will immediately advise Harrisons if You become aware of any person doing anything that may detrimentally affect Harrisons' intellectual property rights in Products.
32. Special conditions may be agreed for the supply of certain Products or Services. Such special conditions will prevail if there is any inconsistency with these terms and conditions.