

TERMS AND CONDITIONS OF TRADE

1 Application of these Terms

- 1.1 These terms and conditions of trade ("Terms") will, unless otherwise agreed in writing, apply to all Works provided by Jones Electrical & Heat Pumps Limited to you.
- 1.2 You are taken to have accepted and to be bound by these Terms if you accept a quote, place an order for, instruct the commencement of, or accept delivery of any Works.
- 1.3 Where you are acquiring the Works wholly or predominantly for the purposes of a business, you agree that to the maximum extent permitted by law the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply.

2 Definitions

- 2.1 In these Terms, unless the context otherwise requires:
 - (a) **"Commercial Customer"** means you, where you are acquiring the Works wholly or predominantly for the purposes of a business, trade or profession.
 - (b) **"Completion Date"** means the date on which the Works are to be completed, as estimated by Jones Electrical & Heat Pumps Limited.
 - (c) **"Construction Contracts Act"** means the Construction Contracts Act 2002.
 - (d) **"Estimate"** means a written indication of the likely cost of the Works provided by Jones Electrical & Heat Pumps Limited, which is an indication only and not a fixed price or quote.
 - (e) **"Jones Electrical & Heat Pumps Limited"** means Jones Electrical & Heat Pumps Limited, and includes its employees, agents, sub-contractors, successors and assigns, and any person or entity that acquires the assets and business of Jones Electrical & Heat Pumps Limited.
 - (f) **"Event of Default"** means an event of default by you, which occurs if:
 - (1) you default in payment of an amount payable under these Terms;
 - (2) you fail to meet any of your other obligations under these Terms;
 - (3) where you are a natural person, you die, cease to be of full legal capacity or commit an act of bankruptcy;
 - (4) where you are a company or body corporate, you become insolvent or are subject to liquidation, receivership, voluntary administration, statutory management or any similar process;
 - (5) any representation or undertaking made by you to Jones Electrical & Heat Pumps Limited is untrue, misleading or deceptive; or
 - (6) an event occurs which, in Jones Electrical & Heat Pumps Limited's reasonable opinion, may cause a material adverse change in your ability to meet your obligations under these Terms.
 - (g) **"Jones Electrical & Heat Pumps Limited"** means Jones Electrical & Heat Pumps Limited, and includes its employees, agents, sub-contractors, successors and assigns, and any person or entity that acquires the assets and business of Jones Electrical & Heat Pumps Limited.

- (h) **"Guarantor"** means the person or persons (if any) who agree to be liable for your obligations on a principal debtor basis.
- (i) **"Materials"** means any goods (including electrical fittings, fixtures, cables, switchgear, appliances and consumables) supplied or to be supplied by Jones Electrical & Heat Pumps Limited to you in connection with the Works.
- (j) **"PPSA"** means the Personal Property Securities Act 1999.
- (k) **"Price"** means the price payable for the Works (plus any GST and other taxes where applicable), as determined under these Terms.
- (l) **"Residential Customer"** means you, where you are not a Commercial Customer.
- (m) **"Site"** means the location at which the Works are to be carried out by Jones Electrical & Heat Pumps Limited, as advised by you.
- (n) **"Start Date"** means the date on which Jones Electrical & Heat Pumps Limited commences performance of the Works.
- (o) **"you", "your" and "yours"** mean the person or entity (including a trust) requesting Jones Electrical & Heat Pumps Limited to provide the Works, and where the context requires include that person or entity's agents, employees and contractors.
- (p) **"Variation"** means a variation to the Works under the Variations section and any other matter which is stated by these Terms to be, or to be treated as, a variation.
- (q) **"Works"** means all goods and services (including electrical installation, maintenance, inspection, certification, testing, design and advisory services) provided or to be provided by Jones Electrical & Heat Pumps Limited in accordance with any quote, order, work authorisation or instruction from you.

3 Provision of the Works

- 3.1 Subject to clause below, Jones Electrical & Heat Pumps Limited will commence the Works on the Start Date and use reasonable endeavours to achieve the Completion Date.
- 3.2 Any time or date given by Jones Electrical & Heat Pumps Limited for commencement or completion is an estimate only. The Start Date and Completion Date will be extended by whatever period is reasonable where completion is delayed by an event beyond Jones Electrical & Heat Pumps Limited's reasonable control, including (without limitation) delays caused by you, other contractors engaged by you, lack of access to the Site, weather, supplier delay, or any Interrupting Event referred to in these Terms.
- 3.3 Jones Electrical & Heat Pumps Limited may deliver the Works by separate stages or instalments. Each stage or instalment may be invoiced and paid for separately in accordance with these Terms.
- 3.4 Any advice, assistance, information, recommendation or design provided by Jones Electrical & Heat Pumps Limited is given in good faith based on Jones Electrical & Heat Pumps Limited's knowledge and experience at the time. You are responsible for confirming the accuracy and reliability of any such advice in respect of the use to which you make or intend to make of the Works.

4 Price and Payment

- 4.1 The Price will be determined as follows:

- (a) where Jones Electrical & Heat Pumps Limited has provided a written quote that you have accepted, the fixed price set out in that quote (subject to any Variation and any other right of Jones Electrical & Heat Pumps Limited under these Terms to change the Price);
 - (b) where Jones Electrical & Heat Pumps Limited has provided a written estimate, the actual cost of the Works calculated at Jones Electrical & Heat Pumps Limited's standard charge-out rates for labour, Materials, travel and disbursements current at the time the Works are performed, which may be more or less than the estimated amount. An estimate is an indication only and is not a fixed price; or
 - (c) where no quote or estimate has been provided, the actual cost of the Works calculated at Jones Electrical & Heat Pumps Limited's standard charge-out rates current at the time the Works are performed, as indicated on any invoice provided by Jones Electrical & Heat Pumps Limited to you.
- 4.2 Unless otherwise stated, a quote provided by Jones Electrical & Heat Pumps Limited will remain open for acceptance for thirty (30) days from the date of the quote, after which Jones Electrical & Heat Pumps Limited may withdraw or revise it.
- 4.3 Unless otherwise stated in writing, you will be charged for Jones Electrical & Heat Pumps Limited's travel time, vehicle costs and disbursements at the rates determined by Jones Electrical & Heat Pumps Limited from time to time.
- 4.4 Without limiting any other right, Jones Electrical & Heat Pumps Limited reserves the right to change the Price:
 - (a) if a Variation to the Materials to be supplied is requested or required;
 - (b) if a Variation to the Works originally scheduled (including any applicable plans or specifications) is requested or required;
 - (c) where additional Works are required due to the discovery of hidden, latent or unidentifiable conditions only discovered on or after commencement of the Works (including, without limitation, the condition of existing wiring, switchboards, framing or building fabric);
 - (d) in the event of increases in the cost of labour, Materials, freight, statutory fees or compliance costs that are beyond Jones Electrical & Heat Pumps Limited's reasonable control; and
 - (e) where you have provided inaccurate or incomplete information about the Site or the scope of the Works.
- 4.5 Time for payment being of the essence, the Price will be payable by you on the date or dates determined by Jones Electrical & Heat Pumps Limited, which may be:
 - (a) on completion of the Works;
 - (b) by way of progress payments in accordance with Jones Electrical & Heat Pumps Limited's progress payment schedule (which may include the reasonable value of authorised Variations and the value of any Materials delivered to the Site but not yet installed);
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the twentieth (20th) day of the month following the date of the invoice.
- 4.6 Payment will be made by electronic banking or by any other method agreed between you and Jones Electrical & Heat Pumps Limited. Payment is not received until Jones

Electrical & Heat Pumps Limited has cleared funds in its bank account that cannot be reversed.

- 4.7 Jones Electrical & Heat Pumps Limited may, before commencing the Works (or at any time during the Works where the scope, value or duration of the Works is increased), require you to:
- (a) pay a deposit of such amount as Jones Electrical & Heat Pumps Limited specifies (which may be expressed as a fixed sum or as a percentage of the Price, the estimated Price or the cost of any Materials to be ordered); and/or
 - (b) provide a guarantee, bank guarantee, bond, parent or director guarantee, or other form of security acceptable to Jones Electrical & Heat Pumps Limited, on terms satisfactory to it, to secure your payment and performance obligations under these Terms.
- 4.8 Jones Electrical & Heat Pumps Limited is not obliged to commence or continue the Works until any deposit required under clause 4.7(a) has been paid in full and any guarantee or security required under clause 4.7(b) has been provided in a form acceptable to Jones Electrical & Heat Pumps Limited. Any delay in the Works caused by your failure to do so is at your cost and risk.
- 4.9 Any deposit paid will be applied against the Price (or, where progress payments apply, against the final invoice or as otherwise determined by Jones Electrical & Heat Pumps Limited). If the contract is cancelled or the Works do not proceed for any reason other than Jones Electrical & Heat Pumps Limited's default, any deposit is non-refundable to the extent of costs, losses or commitments incurred by Jones Electrical & Heat Pumps Limited (including ordered Materials, labour booked and overheads), and you remain liable for any shortfall.
- 4.10 In addition to the Price, you must pay any GST, levies, duties or other taxes applicable to the Works, except where they are expressly included in the Price.
- 4.11 Except where Jones Electrical & Heat Pumps Limited's request for payment is a payment claim under the Construction Contracts Act (in which case you must comply with that Act), you will not be entitled to set off against, deduct from, or withhold payment of the Price for any reason, including that the invoice is disputed.

5 Variations

- 5.1 Either party may, by written notice (which may include email), propose any Variation to the Works that:
- (a) increases or decreases the quantity of any Work;
 - (b) omits any Work;
 - (c) changes the character or quality of any Material or Work;
 - (d) requires additional Work to be done; or
 - (e) changes the level, line, position or dimensions of any part of the Works.
- 5.2 Variations are not effective unless agreed by Jones Electrical & Heat Pumps Limited. Jones Electrical & Heat Pumps Limited may decline a Variation that is, in its reasonable opinion, unsafe, impractical, non-compliant or beyond its capability.
- 5.3 The value of any Variation will be calculated using the rates and/or percentages in the relevant quote, or (if there are no such rates) by reference to Jones Electrical & Heat Pumps Limited's standard charge-out rates current at the time and will be added to or deducted from the Price.

- 5.4 Where Jones Electrical & Heat Pumps Limited performs Variation Works at your request before the value of the Variation has been agreed, you are taken to have authorised Jones Electrical & Heat Pumps Limited to perform the Variation on the basis described in this section.

6 Your Responsibilities

6.1 You will:

- (a) provide Jones Electrical & Heat Pumps Limited with clear and unobstructed access to the Site, together with reasonable use of power, water, toilet facilities and storage as required to perform the Works;
- (b) provide Jones Electrical & Heat Pumps Limited with complete, accurate and up-to-date instructions, information, plans, specifications, decisions and approvals as and when reasonably required by Jones Electrical & Heat Pumps Limited to perform the Works, and respond promptly to any request from Jones Electrical & Heat Pumps Limited for instructions, approvals or clarifications. Any delay or additional cost arising from your failure to do so will be treated as a Variation and will be at your cost;
- (c) ensure that the Site is, and remains throughout the performance of the Works, safe and suitable for Jones Electrical & Heat Pumps Limited and its personnel and sub-contractors to carry out the Works, including (without limitation) by maintaining the Site free from hazards, providing safe means of access and egress, ensuring the structural integrity of any part of the Site on or in which the Works are to be carried out, isolating or de-energising services where reasonably required, and notifying Jones Electrical & Heat Pumps Limited in advance of any known or suspected risks at the Site. Jones Electrical & Heat Pumps Limited may suspend the Works at any time if, in its reasonable opinion, the Site is not safe, and any such suspension will be treated as a Variation;
- (d) where Jones Electrical & Heat Pumps Limited reasonably moves any item on or about the Site to safely perform the Works, accept that such movement is at your sole risk, and accept that Jones Electrical & Heat Pumps Limited is not responsible for any damage to your property or the Site except to the extent caused by Jones Electrical & Heat Pumps Limited's negligence;
- (e) arrange and pay for any scaffolding, edge protection, traffic management or specialist access equipment reasonably required for safe performance of the Works (unless expressly included in Jones Electrical & Heat Pumps Limited's quote);
- (f) on request, advise and clearly mark the precise location of all underground and concealed services at the Site, including without limitation electrical, gas, water, sewer, irrigation, telecommunications and fibre services. You indemnify Jones Electrical & Heat Pumps Limited from all liability, claims, loss, damage and fines arising from damage to services that were not correctly identified and marked;
- (g) be responsible for any materials you supply. Any additional costs or delays incurred because materials you supply are unsuitable, defective, or not fit for purpose will be your sole responsibility;
- (h) be responsible for the acts and omissions of any persons at or about the Site who are not under Jones Electrical & Heat Pumps Limited's control, including other contractors engaged by you. Any delay arising from such acts or omissions will be treated as a Variation.
- (i) ensure that the Site is kept secure outside Jones Electrical & Heat Pumps Limited's working hours; and

- (j) be responsible for the clean-up and disposal of all building waste arising from the Works other than that ordinarily generated by Jones Electrical & Heat Pumps Limited's own activity.

7 Plans, Specifications and Design

- 7.1 Jones Electrical & Heat Pumps Limited is entitled to rely on the accuracy and completeness of any plans, specifications, drawings, instructions and other information provided by you or your consultants.
- 7.2 All customary building and electrical industry tolerances will apply to the dimensions and measurements of the Materials and Works unless otherwise agreed by the parties in writing.
- 7.3 If you request Jones Electrical & Heat Pumps Limited to determine the positioning of any electrical installations, fittings or accessories, you are deemed to have accepted the positioning chosen by Jones Electrical & Heat Pumps Limited acting reasonably.
- 7.4 If any reference to the position of any electrical installation is removed, painted over, covered up or otherwise obscured by you or any third party, Jones Electrical & Heat Pumps Limited will not be responsible for any damage caused in locating the installation or for any additional cost resulting from such concealment.

8 Hazardous Substances and Site Conditions

- 8.1 If any hazardous, toxic or otherwise dangerous substance (including, without limitation, asbestos, lead-based paint, contaminated dust or biological hazards) is discovered or suspected at the Site, Jones Electrical & Heat Pumps Limited may immediately suspend the Works. You will be responsible for arranging, at its cost, the testing, containment and removal of the substance by a suitably qualified person before the Works resume.
- 8.2 Jones Electrical & Heat Pumps Limited is not obliged to recommence the Works until it is reasonably satisfied that the Site is safe. Any delay caused by this section will be treated as a Variation.

9 Title and Risk in Materials

- 9.1 Risk in the Materials passes to you on delivery to the Site or to your nominated address, whichever occurs first.
- 9.2 Notwithstanding the passing of risk, ownership of the Materials will not pass to you until you have paid all amounts owing to Jones Electrical & Heat Pumps Limited (whether or not invoiced) and met all your other obligations to Jones Electrical & Heat Pumps Limited.
- 9.3 Until ownership of the Materials passes to you:
 - (a) you hold the Materials as bailee for Jones Electrical & Heat Pumps Limited and, unless the Materials have become fixtures, must on request return them to Jones Electrical & Heat Pumps Limited;
 - (b) you hold the benefit of any insurance of the Materials on trust for Jones Electrical & Heat Pumps Limited and must pay any insurance proceeds in respect of the Materials to Jones Electrical & Heat Pumps Limited;
 - (c) you must not sell, charge, encumber or otherwise dispose of the Materials other than in the ordinary course of business and for market value, and must hold the proceeds of any such dealing on trust for Jones Electrical & Heat Pumps Limited; and

- (d) unless the Materials have become fixtures, you irrevocably authorise Jones Electrical & Heat Pumps Limited (and its agents) to enter any premises where the Materials are reasonably believed to be kept and to recover possession of the Materials, and Jones Electrical & Heat Pumps Limited will not be liable for any reasonable loss or damage suffered as a result.

10 Personal Property Securities Act 1999

- 10.1 You acknowledge that these Terms constitute a security agreement for the purposes of the PPSA, that a security interest is taken in all Materials previously, presently or in the future supplied by Jones Electrical & Heat Pumps Limited to you, and that Jones Electrical & Heat Pumps Limited may register a financing statement in respect of that security interest on the Personal Property Securities Register.
- 10.2 You must promptly sign any further documents and provide any further information reasonably required by Jones Electrical & Heat Pumps Limited to register, maintain or enforce its security interest, and indemnify Jones Electrical & Heat Pumps Limited for all costs of doing so.
- 10.3 To the maximum extent permitted by law:
 - (a) nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to these Terms;
 - (b) you waive your rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA; and
 - (c) you waive your right to receive a verification statement under section 148 of the PPSA.
- 10.4 You will not register a financing change statement or make a change demand in respect of Jones Electrical & Heat Pumps Limited's security interest without Jones Electrical & Heat Pumps Limited's prior written consent, and unconditionally ratifies all actions taken by Jones Electrical & Heat Pumps Limited under this section.

11 Security and Charge

- 11.1 In consideration of Jones Electrical & Heat Pumps Limited agreeing to provide the Works, you (and any Guarantor) charge all of your right, title and interest (whether joint or several) in any land, real estate or other assets capable of being charged, owned now or in the future, to secure performance of its obligations under these Terms (including, without limitation, the payment of money).
- 11.2 You (and any Guarantor) consent to Jones Electrical & Heat Pumps Limited lodging a caveat or other notice over any such land or real estate to protect Jones Electrical & Heat Pumps Limited's interest, such caveat to be withdrawn once all amounts owing have been paid in full.
- 11.3 You (and any Guarantor) irrevocably appoint Jones Electrical & Heat Pumps Limited and each director of Jones Electrical & Heat Pumps Limited as your attorney to do all acts and execute all documents necessary to give effect to this section, and indemnify Jones Electrical & Heat Pumps Limited for all costs (including legal costs on a solicitor-and-own-client basis) of exercising any rights under this section.

12 Warranties

- 12.1 Subject to the other provisions of these Terms, Jones Electrical & Heat Pumps Limited warrants the workmanship in the Works for a period of twelve (12) months from the date of completion. If a defect in Jones Electrical & Heat Pumps Limited's

workmanship becomes apparent within that period and is notified to Jones Electrical & Heat Pumps Limited in writing promptly upon being discovered, Jones Electrical & Heat Pumps Limited will, at its sole discretion, remedy the defect or refund the reasonable proportion of the Price relating to the defective work.

12.2 Jones Electrical & Heat Pumps Limited will pass through to you the benefit of any manufacturer's warranty in respect of Materials supplied, to the extent that warranty is capable of being assigned or passed through. Jones Electrical & Heat Pumps Limited is not liable beyond the terms of the manufacturer's warranty in respect of Materials it has not manufactured.

12.3 The warranty in this section does not apply to:

- (a) fair wear and tear;
- (b) defects caused by misuse, neglect, accident or failure to follow Jones Electrical & Heat Pumps Limited's or manufacturer's instructions;
- (c) defects caused by repair, modification or interference by any person other than Jones Electrical & Heat Pumps Limited or a person authorised by Jones Electrical & Heat Pumps Limited;
- (d) damage caused by power surge, lightning, flooding, vermin, or any cause beyond Jones Electrical & Heat Pumps Limited's reasonable control; or
- (e) materials you supply.

13 Consumer Guarantees Act 1993

13.1 Nothing in these Terms is intended to limit or exclude any rights a residential customer may have under the Consumer Guarantees Act 1993 in respect of Works acquired wholly or predominantly for personal, domestic or household use.

13.2 Where you are a commercial customer, you agree that, to the maximum extent permitted by law, the Consumer Guarantees Act 1993 does not apply to the supply of the Works.

14 Inadvertent Misrepresentation

14.1 Notwithstanding any rights you may have under the Contract and Commercial Law Act 2017, you agree that if Jones Electrical & Heat Pumps Limited has made an inadvertent misrepresentation to you, the parties will first seek to resolve any adverse consequence of that misrepresentation by good faith negotiation before commencing any proceeding for rescission or damages.

15 Defects and Inspection

15.1 You must inspect the Works on completion and within seven (7) days of completion notify Jones Electrical & Heat Pumps Limited in writing of any alleged defect, shortage or failure to comply with the description in the quote. You must afford Jones Electrical & Heat Pumps Limited a reasonable opportunity to inspect any alleged defect.

15.2 Failure by you to comply with the previous clause is conclusive evidence that the Works were completed in accordance with the contract and free from defect, except in respect of defects that could not reasonably have been discovered within that period.

16 Default and Consequences of Default

- 16.1 Notwithstanding any other rights and remedies available to Jones Electrical & Heat Pumps Limited, if you are in breach of your obligations under these Terms Jones Electrical & Heat Pumps Limited will (where the breach is capable of remedy):
- (a) notify you of the breach in writing; and
 - (b) give you a reasonable opportunity to remedy the breach.
- 16.2 If you do not remedy the breach within the period specified in the notice, or if an Event of Default occurs, Jones Electrical & Heat Pumps Limited may (without prejudice to any other right) by written notice immediately:
- (a) suspend or terminate the supply of the Works.
 - (b) cancel any order of you that remains unfulfilled.
 - (c) require that all amounts owing by you (whether or not due for payment) become immediately payable; and
 - (d) exercise any other rights Jones Electrical & Heat Pumps Limited has under these Terms, including under any security created by these Terms, or available to it at law.
- 17 Jones Electrical & Heat Pumps Limited may charge interest on overdue amounts daily from the due date until the date of payment at the rate of 2.5% per calendar month, compounding monthly.
- 18 You indemnify Jones Electrical & Heat Pumps Limited for all costs and expenses incurred in recovering overdue amounts or enforcing these Terms, including legal costs on a solicitor-and-own-client basis, debt collection agency fees and dishonour fees.
- 19 Jones Electrical & Heat Pumps Limited will not be liable to you for any loss or damage you may suffer as a result of Jones Electrical & Heat Pumps Limited exercising its rights under this section.

20 Compliance with Laws, Health and Safety

- 20.1 You and Jones Electrical & Heat Pumps Limited will each comply with all statutes, regulations and bylaws applicable to the Works, including (without limitation) the Health and Safety at Work Act 2015, the Electricity Act 1992, the Electricity (Safety) Regulations 2010, the Building Act 2004 and the Resource Management Act 1991.
- 20.2 Unless otherwise agreed in writing, you are responsible for obtaining any consent (including building consent) required for the Works.
- 20.3 You are responsible for ensuring the Site complies with all occupational health and safety requirements applicable to your control of the Site. Until Jones Electrical & Heat Pumps Limited is reasonably satisfied that the Site is safe, the Works will not commence.
- 20.4 Unless otherwise agreed in writing, Jones Electrical & Heat Pumps Limited is not the person who controls the workplace under the Health and Safety at Work Act 2015. Where the Site is a construction site, you will procure that the principal or main contractor co-ordinates Jones Electrical & Heat Pumps Limited's activities with other work on the Site.

21 Insurance

- 21.1 It is your responsibility to maintain appropriate contract works, existing structure, and contents insurance covering the Site and the Works, including in respect of any Materials delivered to the Site before installation.

22 Cancellation and Effect of Cancellation

- 22.1 Unless otherwise agreed in writing, either party may terminate any Works by giving reasonable written notice of termination.
- 22.2 On termination:
- (a) all amounts owing by you (including for Materials ordered or delivered but not yet installed, and the reasonable value of Works performed up to the termination date, plus any reasonable cancellation, restocking or third-party cancellation charges incurred by Jones Electrical & Heat Pumps Limited) become immediately due and payable; and
 - (b) neither party will be liable for any loss of profit or other indirect or consequential loss arising from the cancellation.
- 22.3 Termination by either party against the other accrued up to the termination date.
- 22.4 Clauses concerning payment, title to Materials, security, privacy and confidentiality, limitation of liability and indemnities survive termination under this clause.

23 Construction Contracts Act 2002

- 23.1 Where the Works constitute construction work to which the Construction Contracts Act applies, the parties' rights and obligations under that Act (including in respect of payment claims, payment schedules, adjudication, suspension of work and retentions) apply in addition to these Terms. To the extent of any inconsistency between these Terms and the Construction Contracts Act, the Construction Contracts Act prevails.
- 23.2 Where the contract is a commercial construction contract under the Construction Contracts Act, any retention money withheld by you must be held on trust in accordance with that Act and released in accordance with Jones Electrical & Heat Pumps Limited's entitlement under it.
- 23.3 Jones Electrical & Heat Pumps Limited may suspend the Works on five (5) working days' written notice if a payment claim is served on you and:
- (a) the claimed amount is not paid in full by the due date and no payment schedule has been provided;
 - (b) a scheduled amount in a payment schedule is not paid in full by the due date; or
 - (c) you have not complied with an adjudicator's determination.
- 23.4 While suspended, Jones Electrical & Heat Pumps Limited:
- (a) is not in breach of these Terms;
 - (b) is not liable for loss suffered by you or any person claiming through you; and
 - (c) is entitled to an extension of time; and (iv) retains all rights under these Terms.

24 Privacy Act 2020

- 25 You (and each Guarantor) authorise Jones Electrical & Heat Pumps Limited to collect, retain, use and disclose personal information about you (and Guarantors) for the purposes of:
- (a) assessing creditworthiness.
 - (b) administering your account.
 - (c) marketing related products and services; and

- (d) providing or obtaining credit references, debt collection, and notifying default to credit reporting agencies and credit providers.
- 26 You (and each Guarantor) have the right under the Privacy Act 2020 to request access to, and correction of personal information held by Jones Electrical & Heat Pumps Limited.

27 Limitation of Liability

- 28 To the maximum extent permitted by law, Jones Electrical & Heat Pumps Limited will not be liable to you for any indirect, special or consequential loss, including loss of profit, loss of revenue, loss of production, loss of use, loss of contract, loss of goodwill or business interruption, arising in any way out of these Terms or the supply of the Works.
- 28.1 To the maximum extent permitted by law, Jones Electrical & Heat Pumps Limited's total aggregate liability to you (whether in contract, tort, equity, under statute or otherwise) arising out of or in connection with these Terms or the Works is limited to the Price paid by you for the Works giving rise to the claim.
- 28.2 Nothing in these Terms limits or excludes any liability that cannot be limited or excluded at law, including under the Consumer Guarantees Act 1993 in respect of residential customers.

29 General

- 29.1 If any provision of these Terms is invalid or unenforceable, that provision is to be read down to the minimum extent necessary to make it valid and enforceable, or if it cannot be so read down, severed from these Terms, without affecting the remaining provisions.
- 29.2 No failure or delay by Jones Electrical & Heat Pumps Limited in enforcing any provision of these Terms is a waiver of that provision, nor does it affect Jones Electrical & Heat Pumps Limited's right to enforce that provision later.
- 29.3 Jones Electrical & Heat Pumps Limited may sub-contract or assign all or any part of its rights and obligations under these Terms without your consent. You may not assign any rights under these Terms without Jones Electrical & Heat Pumps Limited's prior written consent.
- 30 Jones Electrical & Heat Pumps Limited may amend these Terms from time to time by giving written notice to you. By instructing Jones Electrical & Heat Pumps Limited to undertake further Works after receiving notice of any amendment, you are taken to have accepted the amended Terms.
- 30.1 Neither party is liable for any default arising from any event beyond that party's reasonable control, including (without limitation) epidemic, pandemic, war, act of terror, natural disaster, fire, flood, storm, electricity failure, strike, lock-out, industrial action or governmental action ("Interrupting Event"). If an Interrupting Event continues for more than thirty (30) days, either party may terminate these Terms on seven (7) days' written notice.
- 30.2 These Terms constitute the entire agreement between the parties in relation to the Works and supersede all prior negotiations, representations and agreements in relation to the Works.