

VERITAS CIVIL LIMITED
TERMS AND CONDITIONS OF TRADE

1. Application and Priority of Terms

- 1.1 These Master Terms and Conditions of Trade (Terms) apply to all Services provided by Veritas Civil Limited (we, us, our).
- 1.2 Where the Services are carried out under or in conjunction with NZS 3910 or a local authority principal contract (Principal Contract), Section 15 of these Terms applies.
- 1.3 Where no NZS 3910 or local authority Principal Contract applies, Sections 2–14 apply in full.
- 1.4 In the event of any inconsistency, the Principal Contract prevails to the extent required by law, except that these Terms continue to apply in relation to payment recovery, suspension, enforcement, and rights under the Construction Contracts Act 2002.

2. Definitions

Completion means practical completion sufficient for the Services to be used for their intended purpose, notwithstanding minor defects.

Materials means all materials and consumables supplied by us, excluding plant and equipment.

Other Costs means subcontractor fees, specialist services, and hireage of tools, plant, or equipment.

Price means the total price payable for the Services, including Materials and Other Costs, plus GST.

Property means the site or location where the Services are performed.

Services means all civil construction, drainage, roading, demolition, advisory services, and supply of Materials.

Variation means any change to the scope, conditions, timing, quantity, or method of the Services.

3. Customer Responsibilities

- 3.1 You warrant that you are the owner of the Property or authorised to engage us.
- 3.2 You are responsible for obtaining all consents, approvals, and permissions.
- 3.3 You warrant the accuracy of all plans, surveys, service locations, and information provided.
- 3.4 Unforeseen ground conditions including rock, contamination, buried services, groundwater, or archaeological finds constitute a Variation.

- 3.5 You must provide free, safe, and uninterrupted access to the Property.
- 3.6 The Property and existing works remain at your risk during the Services, and you must maintain appropriate insurance.

4. Price and Variations

- 4.1 The Price is determined by agreed rates, accepted quotes, or our prevailing rates as invoiced.
- 4.2 We are entitled to adjust the Price and completion timeframe for any Variation.
- 4.3 Where work proceeds without objection following a Variation, the Variation is deemed accepted.
- 4.4 Additional work is charged at current hourly rates and Materials at cost plus margin.

5. Payment

- 5.1 We may invoice on completion or at progress intervals no more frequent than every four (4) weeks.
- 5.2 We may require a deposit of up to 50% prior to commencing Services.
- 5.3 Invoices must be paid in full without set-off by the due date.
- 5.4 We may apply payments in any order we determine.

6. Retention of Title and PPSA

- 6.1 Title to Materials remains with us until all amounts owing are paid in full.
- 6.2 You grant us a security interest under the Personal Property Securities Act 1999.
- 6.3 You consent to registration and enforcement of that security interest on the PPSR.

7. Default and Enforcement

- 7.1 Overdue amounts incur interest at 24% per annum, calculated daily.
- 7.2 You are liable for all enforcement and recovery costs on a solicitor/client basis.

8. Construction Contracts Act 2002

- 8.1 This agreement constitutes a construction contract under the Construction Contracts Act 2002 (CCA).
- 8.2 Any invoice may constitute a payment claim.
- 8.3 We may suspend work on five (5) working days' notice for non-payment or failure to comply with an adjudicator's determination.

9. Termination

- 9.1 We may terminate immediately for material breach not remedied within five (5) working days or insolvency.
- 9.2 All outstanding amounts become immediately due on termination.

10. Limitation of Liability

- 10.1 Our total liability is limited to the lesser of the Price paid or the amount recoverable under our insurance.

10.2 We are not liable for indirect or consequential loss, including loss of profit or delay damages.

10.3 Nothing limits rights under the Consumer Guarantees Act 1993 where applicable.

11. Health and Safety

11.1 All parties must comply with the Health and Safety at Work Act 2015.

11.2 You indemnify us for losses arising from undisclosed hazards or your breach of health and safety obligations.

12. Dispute Resolution

12.1 Disputes must first be addressed in good faith for thirty (30) days.

12.2 Unresolved disputes may be referred to arbitration under the Arbitration Act 1996 via AMINZ.

12.3 Nothing limits rights under the Construction Contracts Act 2002.

13. General

13.1 We are not liable for failure to perform due to events beyond our reasonable control.

13.2 New Zealand law governs these Terms.

13.3 If any provision is unenforceable, the remainder remains effective.

14. Intellectual Property

14.1 All intellectual property in designs and drawings prepared by us remains our property.

14.2 You are granted a non-transferable licence to use them solely for the project for which they were prepared.

15. NZS 3910 / Council-Aligned Terms

15.1 This section applies where the Services are performed under or in conjunction with NZS 3910 or a local authority contract.

15.2 Engineer or Contract Administrator instructions constitute valid Variations.

15.3 We are entitled to extensions of time for variations, adverse weather, unforeseen conditions, authority delays, or matters beyond our control.

15.4 Failure to agree valuation prior to carrying out varied work does not invalidate our entitlement.

15.5 Progress claims may be issued under NZS 3910 and/or the Construction Contracts Act 2002.

15.6 Dispute resolution must follow NZS 3910 processes first, without limiting CCA rights.

15.7 Practical Completion and defects liability apply as defined in the Principal Contract.