

UxElectrical

Terms and Conditions of Trade

Electrical · Smart Technology · Low-Voltage · Security · ICT · Property Maintenance

Effective date: 7 October 2026

Website: <https://uxelectrical.co.nz/>

Phone: 0800 238 729

Email: info@uxelectrical.co.nz

Service area: Auckland and wider Auckland region

1. Agreement

These Terms and Conditions of Trade apply to all services, products, quotes, estimates, call-outs, inspections, installations, maintenance and repair work supplied by UxElectrical (“UxElectrical”, “we”, “us” or “our”) to any customer (“you” or “your”).

By requesting a quote, accepting a quote, making a booking, instructing us to proceed, allowing us to attend a site, accepting delivery of products or services, or paying an invoice, you agree to these Terms.

Any special conditions recorded in a written quote, scope of work, work order or written agreement will apply in addition to these Terms. If there is an inconsistency, the written quote or agreed scope will prevail to the extent of that inconsistency.

2. Services we provide

UxElectrical provides electrical, smart technology, low-voltage, security, ICT/networking and property maintenance services for residential, rental and commercial properties.

- General electrical work, repairs, fault-finding, switchboard upgrades, lighting, power points, circuits, renovations, rewiring, EV charging and solar-related electrical work.
- Smart home and building technology, including automation, smart lighting, connected devices and integrated controls.
- Low-voltage and data work, including structured cabling, data points, audio-visual wiring and related infrastructure.
- Security and surveillance services, including CCTV, alarms, video doorbells, access control and related systems.
- ICT and networking services, including Wi-Fi optimisation, router/network setup and connectivity support.
- Property maintenance, inspections, rental compliance support, scheduled maintenance and repairs.

3. Quotes, estimates and pricing

Quotes are based on the information available to us at the time and are valid for 30 days from the date of issue unless stated otherwise in writing.

Estimates are indicative only and are not fixed prices. The final invoice may vary depending on actual labour, materials, access, site conditions and the final scope of work.

Prices may be revised if the information provided by you is incomplete or inaccurate, if site conditions differ from what was reasonably expected, if hidden or unsafe conditions are discovered, if product costs change, or if the scope of work changes.

Unless expressly stated otherwise, quoted prices exclude additional work, remedial work, making good, painting, plastering, carpentry, specialist access equipment, after-hours work, parking, tolls, permits, consent fees and third-party charges.

All prices are in New Zealand dollars. GST is added where applicable.

4. Acceptance and variations

A quote may be accepted in writing, by email, by text message, by verbal instruction, by payment of a deposit, or by allowing us to commence work.

Any work requested or required outside the agreed scope will be treated as a variation and may be charged in addition to the quoted amount.

Variations may arise from customer requests, unforeseen site conditions, safety or compliance requirements, product substitutions, urgent work, or additional work needed to complete the job properly.

Where practical, we will discuss material variations with you before carrying them out. However, where work is urgent, safety-related or required to prevent damage or further loss, you authorise us to take reasonable steps and charge for that work.

5. Bookings, access and customer responsibilities

You must provide safe, clear and timely access to the site and ensure that a person with authority is available to provide instructions and approve decisions where required.

You must ensure that furniture, stored items, vehicles, tenants, occupants, pets and other obstacles do not prevent safe access to the work area.

You are responsible for obtaining any required landlord, property manager, tenant, body corporate, building owner or other third-party approvals unless we agree in writing to arrange them.

You must tell us about any known hazards or relevant site information, including asbestos risk, fragile surfaces, leaking areas, hidden services, restricted access, alarms, access codes, pets, tenants, security requirements and any previous electrical or building issues.

If we cannot access the site at the agreed time, or if the site is not ready for work to proceed, we

may charge for lost time, travel and reasonable costs.

6. Call-outs, diagnostics and urgent work

Call-out work, fault-finding and urgent repairs are charged on the basis of attendance, diagnostic time, labour, materials and related costs unless a fixed written price has been agreed.

Fault-finding is investigative by nature. We will use reasonable skill and care but do not guarantee that every fault can be identified or resolved within a particular timeframe.

If we identify unsafe, defective or non-compliant wiring, equipment or installation conditions, we may stop work, isolate equipment, make the area safe, or recommend remedial work. Additional work may be required before power, equipment or systems can be safely restored.

7. Electrical safety and compliance

We carry out electrical work with a focus on safety, compliance and good trade practice. Where required, work will be carried out by appropriately licensed or authorised persons.

Certificates of Compliance, Electrical Safety Certificates or other required records will be issued where required by New Zealand electrical safety rules for the type of work completed.

We are not responsible for existing defects, unsafe conditions, non-compliant installations, concealed wiring issues, third-party work, customer-supplied products, or parts of an installation that are outside our agreed scope.

If existing installations require upgrades, repairs or replacement to meet safety or compliance requirements, those works will be charged separately unless expressly included in the quote.

8. Products, materials and title

Products and materials supplied by us will be suitable for the agreed purpose as far as

reasonably practicable, taking into account availability and the information provided to us.

Where a specified product is unavailable or delayed, we may recommend a reasonable alternative. We will advise you where the alternative materially changes the price, appearance, performance or warranty.

Ownership of products and materials supplied by us remains with us until all amounts owing for the relevant job have been paid in full. Risk in products passes to you once installed or delivered to the site.

9. Customer-supplied products

If you ask us to install products supplied by you or by a third party, you are responsible for ensuring those products are suitable, compliant, complete, undamaged and compatible with the site and intended use.

We may refuse to install any customer-supplied product that appears unsafe, unsuitable, non-compliant, incomplete, damaged or poor quality.

We do not provide product warranty cover for customer-supplied products. If a customer-supplied product is faulty, incompatible or fails, additional time spent diagnosing, removing, replacing or reinstalling it may be charged.

10. Smart technology, ICT, security and connected systems

Connected devices, automation, CCTV, alarms, access control, Wi-Fi, routers, apps and cloud-connected systems may depend on internet service, power supply, customer accounts, third-party platforms, subscriptions, manufacturer support, software updates and device compatibility.

Unless expressly agreed in writing, we do not guarantee uninterrupted internet, Wi-Fi coverage in every location, third-party platform availability, app features, cloud storage, manufacturer support, cyber-security outcomes, or future compatibility after software or platform updates.

You are responsible for maintaining your own accounts, passwords, subscriptions, data plans, app permissions, cloud storage and user access settings unless we agree in writing to manage any of these items.

For security systems, CCTV and access control, you are responsible for using the system lawfully, including any privacy, signage, recording, landlord, tenant, employment or body corporate obligations that may apply.

11. Payment terms

Unless otherwise stated in writing, invoices are payable within 7 days of the invoice date.

We may require a deposit, progress payment or upfront payment for larger jobs, special-order products, urgent work, commercial work, or where materials must be purchased before work starts.

If an invoice is overdue, we may suspend further work, decline future bookings, recover products not paid for where lawful, and recover reasonable debt collection, legal and administration costs incurred in collecting payment.

Interest may be charged on overdue amounts at 2% per month, calculated daily from the due date until payment is received, to the extent permitted by law.

You must not withhold payment of an undisputed amount because of a dispute about another amount or another job.

12. Cancellations, rescheduling and delays

If you need to cancel or reschedule a booking, you must give us as much notice as possible. If less than 24 hours' notice is given, or if we attend but cannot proceed due to lack of access or site readiness, we may charge a reasonable fee for lost time, travel and costs.

We are not liable for delays caused by matters outside our reasonable control, including supplier delays, product shortages, weather, illness, emergencies, utility outages, access

issues, unsafe site conditions, other trades, tenant availability or third-party approvals.

Timeframes provided by us are estimates unless expressly agreed in writing as fixed deadlines.

13. Workmanship and warranties

We will perform our services with reasonable care and skill.

If you believe there is a workmanship issue, you must notify us promptly and give us a reasonable opportunity to inspect and remedy the issue before arranging another contractor, except in an emergency.

Manufacturer warranties apply to products supplied by us where available. Warranty claims may require assessment, return, repair or replacement under the manufacturer's warranty process.

Warranty cover does not apply to misuse, neglect, lack of maintenance, unauthorised alterations, third-party interference, customer-supplied products, power surges, water damage, pest damage, accidental damage, normal wear and tear, environmental conditions, or faults caused by existing site conditions outside our scope.

14. Consumer and business customers

Nothing in these Terms limits or excludes any rights, guarantees or remedies that cannot legally be limited or excluded under New Zealand law, including the Consumer Guarantees Act 1993 where it applies.

If you acquire goods or services from us for business purposes, you agree that the Consumer Guarantees Act 1993 does not apply to the maximum extent permitted by law.

Where you are a consumer, these Terms are to be read subject to your rights under applicable consumer protection laws.

15. Limitation of liability

To the maximum extent permitted by law, our liability in relation to any claim arising from or relating to our goods or services is limited to, at our option, re-performing the relevant service, repairing or replacing the relevant goods, or refunding the amount paid for the affected part of the work.

To the maximum extent permitted by law, we are not liable for indirect, consequential or special loss, loss of profit, loss of revenue, loss of rent, loss of business opportunity, loss of data, loss of use, or losses arising from interruption to power, internet, security, access control, CCTV, automation or connected systems.

We are not liable for damage or loss caused by pre-existing defects, hidden services, concealed wiring, structural issues, asbestos, defective customer-supplied products, third-party work, unauthorised interference, or your failure to follow our instructions.

16. Site condition, access work and making good

Electrical, cabling, security, networking and maintenance work may require drilling, cutting, lifting, access holes, moving items, isolating power, opening walls or ceilings, or disturbing existing finishes.

Unless expressly included in the quote, plastering, painting, decorating, carpentry, tiling, flooring repairs, landscaping, specialist cleaning and reinstatement of finishes are excluded.

We will take reasonable care while working at the site, but we are not responsible for damage caused by brittle, aged, defective, poorly installed or concealed materials, or by issues that could not reasonably be identified before work started.

17. Health and safety

Both parties must comply with applicable health and safety obligations.

We may refuse to start or continue work if we consider the site unsafe or unsuitable. This includes risks associated with asbestos, live electrical hazards, unsafe access, aggressive animals, threatening behaviour, weather, other trades or occupants.

You must keep children, pets, tenants, staff, customers and other people away from work areas and must follow all reasonable safety instructions, including instructions relating to power isolation and restricted access.

18. Privacy and communications

We may collect and use your personal information, contact details, site information, job notes, photos, videos, communications, invoices and payment information for purposes connected with enquiries, quotes, bookings, providing services, compliance, warranties, accounts, debt collection, business records and customer service.

We may contact you by phone, email, SMS or other reasonable channels about your enquiry, quote, booking, job, invoice, warranty matter or related services.

We will handle personal information in accordance with the Privacy Act 2020.

19. Photos, records and marketing

We may take photographs, videos or records of work areas, installations, defects and completed work for job management, compliance, safety, warranty, insurance, training, quality assurance and dispute purposes.

We may use non-identifying photos of completed work for marketing or portfolio purposes. We will not intentionally publish identifying images of private interiors, occupants, addresses, security layouts or sensitive information without consent.

20. Intellectual property and documentation

Any designs, drawings, diagrams, specifications, reports, recommendations, automation logic,

network layouts or other documents prepared by us remain our intellectual property unless otherwise agreed in writing.

You may use documents we provide for the operation, maintenance and record-keeping of the site for which they were prepared, but you must not reproduce or provide them to others for unrelated projects without our consent.

21. Disputes

If you have a concern about our goods or services, please contact us promptly at info@uxelectrical.co.nz with details and any supporting information.

We will work with you in good faith to try to resolve the issue fairly and promptly.

If a dispute cannot be resolved by discussion, either party may refer the matter to mediation, the Disputes Tribunal, a court, or another lawful dispute resolution process available in New Zealand.

22. Force majeure

We are not liable for failure or delay in performing our obligations where the failure or delay is caused by events outside our reasonable control, including natural events, extreme weather, fire, flood, pandemic, illness, labour shortages, supplier delays, transport disruption, power or network outages, government restrictions or emergency work.

23. Changes to these Terms

We may update these Terms from time to time. The version that applies to your job is the version provided or published at the time you accept a quote, make a booking or instruct us to proceed, unless otherwise agreed in writing.

24. Governing law

These Terms are governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

25. Contact details

UxElectrical

Address: 17 Great South Road, Epsom, Auckland
1051

Phone: 0800 238 729

Email: info@uxelectrical.co.nz

Website: <https://uxelectrical.co.nz/>

Service area: Auckland and wider Auckland
region