

Welcome to Tiling.co.nz, where we are committed to making your total tiling experience an easy and positive one. The terms and conditions that follow outline our obligations to you and your obligations to us for using of our services. Please read it through carefully.

1. Acceptance of Terms and Conditions

- 1.1. Tiling.co.nz (“our”, “we”, “us”) provides the services contained on this Website under the following terms and conditions.
- 1.2. We may amend these terms and conditions at any time and under our total discretion; amendments will take effect immediately upon posting. It is your responsibility to ensure you read and understand the latest terms and conditions.
- 1.3. By accessing this website you are indicating your agreement to be bound by all of these terms and conditions, including any amendments made to them.

2. General Rules and Conduct

- 2.1. You must not attempt to damage, interfere or replicate any information on this Website or its services.
- 2.2. You must not use a robot, spider, scraper or other automated means to access the Website or information featured on it for any purpose.
- 2.3. You must not use the quoting calculator for any purpose other than to receive an authentic cost of your tiling project.
- 2.4. You must not accept a quote from us with the intention of targeting Tiling.co.nz agents for any purpose other than completing the specified work. If there is any intention to contract services with our agents outside of our processes then you will face legal action and will be liable to cover the legal fees.
- 2.5. You agree not to breach any trademark, copyright, patent, design or other rights in relation to all trademarks, information (including the online quoting calculator), images, logos, videos and other intellectual property included in this Site.
- 2.6. Copyright Notice
 - 2.6.1. © 2018, Tiling.co.nz Limited, 176 Kapa Road, Orakei, New Zealand.

3. General Services

- 3.1. The services provided by Tiling.co.nz include an innovative online quoting generator that provides consumers with a quick and easy price for their tiling project.
- 3.2. Online Quote Generator
 - 3.2.1. We provide this feature to customers in order for them to obtain a quote for a project's cost. The quote is calculated from variables including labour time, materials used, travel costs, labour and administration.
 - 3.2.2. The tile images on the quote generator may vary between computers or devices and the delivered product. This is due to screen differences (e.g., LCD) and batch variances in tile production.
- 3.3. All quotes provided via the online calculator are subject to a site measure, inspection, and discussion about the job details.
- 3.4. The quotes provided by Tiling.co.nz include freight and handling costs exclusive to the Auckland region. You may be required to make an extra delivery fee payment if you are outside of Auckland.
- 3.5. Upon acceptance of a quote from us, we will provide the tiler(s) and quality materials to be used for a variety of tiling services for your project.

4. Cost and Payment

- 4.1. If you choose to accept a quote from Tiling.co.nz, you confirm that you have the legal right to enter into and complete the transaction.
- 4.2. A deposit of 33 % of the total project cost is required before the commencement of the work. This deposit is required immediately upon accepting the quote, unless otherwise negotiated with Tiling.co.nz. Your request for our services will not transition in to the next phase until the deposit is received.
- 4.3. You must make full and prompt payment for any services you purchase from Tiling.co.nz within seven (7) days of the completion of the project. Overdue payments shall attract interest at an annual rate of 8.5% calculated daily, and any expenses incurred by us in recovering this debt shall be added to your account.
- 4.4. The cost provided to you by the quoting system is exclusive to Auckland. You will need to pay for any handling and freight fees, in addition to the quote, in order to deliver materials to your premises if required. This will be communicated to you before the commencement of the project.
- 4.5. If the work runs for more than one week then payment into our account will be made in weekly installations.
- 4.6. You agree that the invoice cost includes the disposal of any and all materials taken from your premises in order to complete the project (including past tiles and substrates). This includes the time to complete this task and also the space taken up in the disposal area.

5. Invalidity

- 5.1. You agree that before the commencement of work on your project, an agent of Tiling.co.nz must check that the specifications provided by you are correct. If the specifications about the project are incorrect, or details have not been considered when submitting the enquiry, (e.g., measurements, substrate, custom design etc.) then the quote will be deemed void.
- 5.2. Any variation to the void contract in order to make it valid once again will go through the Variations process identified under Clause 6.

6. Variations

- 6.1. Tiling.co.nz reserves the right to change the quote price:
 - 6.1.1. if the customer requests a variation to the project originally agreed upon (including any materials or specifications); or
 - 6.1.2. where additional work arises from the discovery of unforeseen difficulties (including, but not restricted to, weather, difficulties accessing the site, hidden building defects, substrate type and condition, incorrect measurements provided by the customer, tradesman's safety, prerequisite work by a third party not being completed, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code, etc.) which are discovered before or on the commencement of the project; or
 - 6.1.3. in the event of increases to Tiling.co.nz in the cost of labour, materials or supplies, which are beyond our control.
- 6.2. Unless specified otherwise, customers will need to make variation requests in writing. We will then respond with a written variation document detailing the adapted work to be done, the amended price, and the estimated time to undertake the variation.

7. Privacy

- 7.1. You agree to your contact details being supplied to us when you make a request in order for us to take the transaction further.
- 7.2. We will only forward your contact details on to our tradesmen in order for them to contact you directly to complete the project, if needed.
- 7.3. We will not sell or rent this information to any third party organisation who do not have direct involvement in the progression of the project.

8. Materials

- 8.1. Any materials supplied by Tiling.co.nz shall remain our property until the project is paid for in full and while any money is due to us. If any money remains unpaid or you do not uphold any obligation to us, we are authorised by you to enter your premises to recover any or all of those materials.
- 8.2. All goods and materials are at your risk while on your premises. Any loss arising from theft, destruction or damage from whatever cause shall be carried by you.

9. Access

- 9.1. You shall give us access to the site and provide proper facilities for carrying out the project (e.g., electricity, bathroom etc). You shall inform us of any hazards in the workplace in which we may be exposed to while working on your premises.

10. Warranties/Disclaimer

- 10.1. While Tiling.co.nz prides ourselves in completing excellent work, and in the agreed timeframe, we do not warrant that the services provided will be uninterrupted, timely, or free from error.
- 10.2. We guarantee that we will remedy any defective workmanship and replace any faulty material supplied by us. However, this must be reported to us in writing within 60 days of completion of the project.
- 10.3. It is your responsibility to ensure that you have the correct cover in place for the property/structure, and it is the you who will be responsible for all and any loss caused to a property during the course of a project's work. You agree that, to the full extent of the law, any liability or responsibility from Tiling.co.nz to you. Tiling.co.nz will not be responsible for any such loss (including financial).
- 10.4. You agree to indemnify Tiling.co.nz and its employees, contractors, agents and representatives and to hold them harmless from any and all claims and liabilities (including fees) which may arise from your breach of these terms and conditions.