Tradesman contract with householder client

This agreement is dated:		nent is dated:	[date]			
It is made between		etween	[Plumber's name]			
of			[address] (the "Plumber")			
and			[Client name]			
of			[Client address] (the "Client")			
Back	ground	d				
and t	he Clie	•	ent is to set out the legal contract between the [Plumber] with the work described in the specification ("Detailed ■			
•••		• • • • • • • • •	■■■.			
"Proje	ect" me	ans the work to	be done under the terms of this I I I I I I I I I I I I I I I I I I			
The t	erms c	of this agreeme	ent are:			
Proje	ct Site:					
Expe	cted St	art Date:				
Expe	cted Fi	nish Date:				
1.	Spe	cification a	nd requirements			
	1.1.	-	nt is for the [self employed] [Plumber] to complete the			
	1.2.		is alone responsible for all taxes arising on money the Client and indemnifies the			
	1.3.	The [Plumber]	is/is not registered for ■ ■ ■ , [■ ■ ■ 123456789].			
	1.4.	The [Plumber]	is registered with [\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .			
	1.5.	The Client alor	ne is responsible for all statutory or other governmental			

notices, permissions and requirements and the [Plumber] is entitled to

	••••••
1.6.	All work shall be to the Detailed Specification [and to the I I I I I I I I I I I I I I I I I I
1.7.	The [Plumber] agrees to provide staff of an appropriate level of skill • •
1.8.	When the work is complete, the site will • • • • • • • • • • • • • • • • • •
1.9.	The Project will be completed in accordance
	[Timetable]
Inte	rruptions and expense
	Client's attention is drawn to the following special requirements, uptions and expense. Delay caused by these
2.1.	The requirement for more than one skip is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
2.2.	The work could be delayed by inclement weather.
2.3.	The work must not be covered with paint or any other decoration ■ ■ ■
2.4.	It is assumed that the Client will • • • • • • • • • • • • • • • • • •
2.5.	The skip and the [Plumber]'s van will occupy
2.6.	Extra time will be incurred if the Client fails to ••••• • •••• • • • • • • • • • • • •
2.7.	Access to the site will be provided by the Client from [7.30] • • • • • • • • • • • • • • • • • • •

3. [Plumber	's account and	expenses
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3.1.	The sum stated in the Detailed Specification as the •••••••••••••••••••••••••••••••••••
3.2.	Upon completion of the Project, the [Plumber] shall submit an account. Payment shall [
3.3.	The account shall include whatever reasonable expenses the [Plumber] has a second seco
3.4.	A complaint or rejection of some part of work
3.5.	The [Plumber] reserves the right to charge the Client interest in respect of the late payment of any [5]
3.6.	The cost of any materials
_	mber's account and expenses options and itions]
3.7.	A cheque is •••••••••••••••••••••••••••••••••••
3.8.	The full cost of the Project
3.9.	The sum stated in the Detailed Specification as the
3.10.	Payment for the work of the [■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

].
	3.12.	Except the termination of this contract under following paragraph, the Client will • • • • • • [• • • •] • • • • • • • •
4.	Safe	ety and insurance
	4.1.	The Client warrants that any plant and equipment he supplies for the use of the [• • • •] • • • • • • • • • • • • • •
	4.2.	The [Plumber] undertakes to obtain insurance against liability for professional negligence in
	4.3.	The Client undertakes at all times to maintain appropriate insurances and in
5.	Con	fidentiality
	5.1.	In this paragraph, "Damage" means both economic loss, loss
	5.2.	Each party to this contract
		5.2.1 divulge to any person whatever or otherwise make use of
		,

3.11. Payment for the work of the [Plumber] shall be made on the Friday of

every = = = = = = = = = = = = = = = [= = = = [

		5.2.2 post any text, nor image, nor addio-
	5.3.	The parties agree that any Damage arising •••••••, •
	5.4.	The Client accepts personal liability • • • • • • • • • • • • • • • • • • •
	5.5.	No matter how this contract ends,
6.	Lim	itation of liability
	This	paragraph = = = = = = = = = = = = = = = [= = =].
	6.1.	This paragraph applies to all of:
		6.1.1 a defect in work done or not done
		6.1.2 a breach • • • • • • • • • • • • • • • • • • •
		6.1.3 negligence or any other tort
	Any c	of the
	6.2.	The [Plumber] shall have no liability to the Client in respect of a Default unless [14]
	6.3.	•••••[14] ••••••.
	6.4.	
	6.5.	

6.6.	••••[••••]'s
OR	
6.7.	[]'s
	 [0 , 000].
Unc	ontrollable events
7 1	
7.1.	
AND/	OR
72	
7.2.	
	,
7.3.	
];
7.4.	
	;
7.5.	,,
	-
7.6.	

7.7.	
WIIS	cellaneous matters
8.1.	
8.2.	
0.2.	
8.3.	
8.4.	
0	
8.5.	
	,
8.6.	
	It shall be deemed to have been delivered:

	•		 		24 • • 24	4 . 4 .			
8.7.		••••	••••	•••		••••	••••		•
8.8.					• • • •		••••	••••	•••••
8.9.			:::			•••			
8.10.			••••	• • • •	• • • •	•••		••••	•••••
Signed by [F	Plumber's	s name]:							
Signed by [C	Client nan	ne]:							
OR									

Signed by [the Director on behalf of] the [Plumber]:

Signed by [name] on behalf of [Client name]:

Schedule: Detailed Specification

[Enter work description]

Explanatory notes:

Tradesman contract with householder client

General notes

1.	What is	in the	agreement?
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Tha	main	nurnosas	of this	agreement	ara.
THE	mam	burboses	OI IIIIS	aureement	are.

- to enable you to do the agreed work;
- to get paid for the specified work;
- to get paid for extras;
- not be liable to your client for more than you ■ ■ ■ ■ ■ ■
- to convince your client that you are a competent and

The version of this document you will need for one client might be quite different from what you need for another. It is a good idea to keep this full version and take a copy of it to edit for each client.

2. Background and Specification

Enter name of company if you work

You are not going to order a skip.

You are not going to take away spare $\blacksquare \blacksquare \blacksquare$

The annexe window is not included in the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .

You are not replacing the boiler

and so on . . .

You can also use the specification to cover extras. ■ ■ ■ ■ ■ ■ ■ :

	"Work not specified in this document shall be treated as extra work and charged at \$xx per hour, including time • • • • • • • • • • • • • • • • • • •
	Make sure you include your price in the Specification. This is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Final points about this contract:
	remember to attach the specification to this contract.
	make sure your client has signed the contract.
	make sure you have dated the contract ••••••••••••••••••••••••••••••••••••
3.	As a builder (other than the actual builder, a building contractor can be a plumber, electrician or any other tradesman),
	• you have been asked to provide it or;
	• the residential building contract cost \$30,000 or more (including GST)
	A standard disclosure statement and checklist can be accessed at:
	https://www.building.govt.nz/projects-and-consents/why-contracts-are-valuable/consumer-protection-disclosure-and-checklist/
Para	agraph specific notes
Draftir	ng notes specific to the numbered paragraphs

Specification and requirements 1.

We make clear that you are self employed and responsible for your own taxes. Why?
Clients also like to • • • • • • • • • • • • • • • • • •
Avoid responsibility for any sort of permission or licence. Whatever
,
A few more items • • • • • • • • • • • • • • • • • •

2. Interruptions and expense

So often a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a
You may like to add special requirements in time, space, plant, access or even weather. You may require *** ****
Many clients find it all too easy to tell you what they want, then add to it as the job progresses. Or you find extra work
[Plumber]'s account and expenses
Getting paid is a building industry worker's nightmare. Having this contract will help you very greatly. But you still have to •••••••••••••••••••••••••••••••••••
There are so many alternative arrangements that we have given you first a suggested complete set and then,
[Plumber's account and expenses options and additions]
Here we have given you a menu of alternative sub
Whatever payment arrangement you make,
We repeat:

4.	Safety and insurance
	If your client is happy to lend you his ladder without telling you that the middle rung is loose,
5.	Confidentiality
	This paragraph is intended to prevent your client from telling the World ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Limitation of liability
	You are the expert. Your client is a "consumer". Consumers are protected. You cannot
	There are several essential edits required as to the •••••••••••••••••••••••••••••••••••
	We have provided the words so that:
	Client has to get all complaints together at once
	give you
	your total liability is limited.
7.	Uncontrollable events

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important
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End of notes