

9 May 2014

T M Johnson
1B Taurus Pl
Kawaha Point
ROTORUA 3010

File Ref: P05108
Building Consent No: 71873

Dear Sir,

CODE COMPLIANCE CERTIFICATE
BUILDING CONSENT NO: 71873

Please find attached your copy of the Code Compliance Certificate that has been issued in relation to the above building consent.

This is an important document and should be retained by you as it specifies the work carried out under the Consent has been completed, and meets the requirements of the Building Code supporting documents.

If in future you should desire to sell your property, your solicitor may ask you to produce this Certificate to prove that your building complies with the Building Code to the extent required by the above Building Consent. A copy is also placed on your property file.

Yours faithfully



Karen Shand
Administration Officer - Building

Encl.



RRD001Y8LS

Document Number: RDC-459744

Date Registered: 13/5/2014

Code Compliance Certificate: 71873
Section 95, Building Act 2004

Issued: 09 MAY 2014



Rotorua District Council
1061 Haupapa Street
Private Bag 3029
Rotorua Mail Centre
Rotorua 3046
New Zealand
P: 07 348 4199
F: 07 346 3143
E: mail@rdc.govt.nz
W: www.rdc.govt.nz

The Building

Property ID: P05108
Street Address: 2/10 TAURUS PLACE
Valuation number: 06542 349 00 B
Legal Description: FLAT 2 DPS29163
Building Name: N/A
Intended Use: DWELLING (DETACHED)
Description of Work: RE-ROOF DECRO TILE TO CORRUGATE LONG RUN TO 10B ONLY
Year First Constructed: 2014

The Owner

Name & Address of Owner: JOHNSON, TESSA MARIE
10B TAURUS PLACE
Contact Person: KAWAHA POINT
Tessa Johnson ROTORUA 3010

First point of contact for communications with Council Building Consent Authority:
Rotorua District Council, Private Bag 3029 Rotorua 3046,
Phone: 07 348 4199 Fax: 07 349 0993 Email: mail@rdc.govt.nz.

Building Work

Building Consent no: 71873
Issued by: Rotorua District Council

Code Compliance

The building consent authority named below is satisfied, on reasonable grounds, that –

- (a) the building work complies with the building consent.
- (b) ~~the specified systems in the building are capable of performing to the performance standard set out in the building consent~~

Attachment
Compliance Schedule

Signed for and on behalf of the Council:

Name: Karen Shand

Position: Building Services Administrator

Signed: 

Date: 09 MAY 2014

	Code Compliance Certificate Assessment Checklist	Ref: CCC 01
		Ver: 11
		Issued: 1 Jul 2013
		RDC-39977
		Page 1 of 2

BC No.: 71873. P. File No.: 05108.
 Date: 9/5/14. Address: 3/10 Taurus Place.

P = Pass, F = Fail, N/A = Not Applicable – Circle appropriate box

No	Item				Comments / Reasons for Decision
1	Work complies with the approved BC documentation (sect 94(1))	☒	F	N/A	ref: Summary good & other info.
2	All the required inspections have been completed	☒	F	N/A	ref: BC conditions
3	Check sheets are complete	☒	F	N/A	complete.
4	Instruction sheets/ NTF complied with	☐	F	☒	none issued
5	BC conditions have been complied with	☒	F	N/A	comply.
6	PIM requirements have been complied with	☐	F	☒	BC only.
7	Damage deposit can be released	☐	F	☒	} none applied.
8	Crossing deposit can be released	☐	F	☒	
9	All documents have BC number on them	☒	F	N/A	correct.
10	Section 75–77 registered if applicable	☐	F	☒	} assessed & according.
11	Section 72–74 registered on title if applicable	☐	F	☒	
12	Energy work certificate has been provided (if required) (section 94(3))	☐	F	☒	none in BC.
13	Specified systems are capable of performing in accordance with performance standards (94(1b))	☐	F	☒	} dwelling.
14	Is a compliance schedule required or requires amending? (Section 100(2))	☐	F	☒	
15	Any warnings or bans have been applied (94(2))	☐	F	☒	none.
16	Has the territorial authority received any certificates issued by licensed building practitioners that relate to restricted work? (Section 88(1) and (2))	☒	F	N/A	1x 6a recd.
17	TA informed by LBP that building work not carried out in accordance with consent (89)	☐	F	☒	} none.
18	Any amendments/ as built have been issued and whether documentation associated with these has been properly completed.	☐	F	☒	
19	Photographs of elevations	☒	F	N/A	on file.
20	Survey certificates – siting, height in relation to boundary, maximum height of building or minimum floor level	☐	F	☒	} none in BC.
21	Plumbing statements	☐	F	☒	
22	Pile driving	☐	F	☒	
23	Foundation observation	☐	F	☒	
24	Ground conditions including compaction	☐	F	☒	
25	Waterproofing	☐	F	☒	
26	Structural reviews	☐	F	☒	
27	Site welding	☐	F	☒	
28	Home heating (fires)	☐	F	☒	
29	Glazing	☐	F	☒	
30	Drainage	☐	F	☒	
31	Smoke alarms and sprinklers	☒	F	N/A	1x fitted.
32	Emergency warning systems	☐	F	☒	} none in BC.
33	Fire doors	☐	F	☒	

No	Item				Comments / Reasons for Decision
34	Spread of flame	P	F	N/A	none in bc.
35	Backflow	P	F	N/A	
36	Lifts (electrical and installation)	P	F	N/A	
37	Mechanical ventilation	P	F	N/A	
38	List of consultants	P	F	N/A	
39	Exterior plaster systems	P	F	N/A	rec'd ok.
40	Producer Statements are correctly formatted?	P	F	N/A	
41	Statement of Compliance is correctly formatted?	P	F	N/A	
42	Form 6 received and complete	P	F	N/A	none applied.
43	Development Contribution Paid (suspend/note in screen if not)	P	F	N/A	
44	Outstanding Fees Applicable	P	F	N/A	soc
45	Other <i>Roofing</i>	P	F	N/A	

Site Development Form to be sent with CCC	YES	NO	Modification / Waiver applies	YES	NO
CCC Assessment (If F request info below)	P	F	As Built / Supplied Plans in Poly	YES	NO

NOTES: *Photo of public fixing rec'd for file.*

All information and documentation is present and correct. A Code Compliance Certificate can be issued providing all outstanding additional fees and/or development contribution has been paid (Team Leader or Manager Building Services).

Name: *E Wilkins* Signature: *[Signature]*

Date Received On site inspection date received (this is the date when the clock starts)	Date Suspended Date when information requested from owner, or when invoice sent for extra inspection fees or development contribution (this is the date when the clock stops)	Date Responded Date when information received from owner, or invoice is paid (this is the date when the clock re-starts)	Date Approved by TL or MBS Date approved by delegated Office	Date Refused to Issue by TL or MBS Date refused to issue by delegated Office
<i>17/4/14</i>	<i>alt.</i>	<i>alt.</i>	<i>9/5/14</i>	

Administration Assistant Building to Complete (P= copies sent for filing with building consent documents) If not applicable circle NA

Copy of code compliance certificate	P	N/A	Copy of compliance schedule	P	N/A
Copy of compliance schedule statement	P	N/A	Copy of certificate cover letter	P	N/A
All information collated and sent to records	P	N/A	Bond refund	P	N/A
Copy of letter refusing to issue CCC	P	N/A	Copy of Site Development sent to owner	P	N/A

Name: *K Shand* Signature: *[Signature]*

Date Issued by AAB Date when Administration Assistant Building issues CCC Date: *9.5.14*



Form 6 APPLICATION FOR CODE COMPLIANCE CERTIFICATE

Section 92, Building Act 2004

BC ONLY

71873

THE BUILDING CONSENT

Building consent number: _____

Issued by [name of building consent authority that granted building consent]: Rotorua District Council

THE OWNER

Name of owner [include preferred form of address, eg, Mr, Miss, Dr, if an individual]:

Tessa Johnen

Contact person [if the applicant is not an individual]: _____

Mailing address: 10 B Taurus Pl Rotorua

Street address/registered office: _____

Phone number: Landline: 3487 807 Mobile: 02 1165 809

Daytime: _____ After hours: _____

Facsimile number: _____

Email address: _____ Website [if applicable]: _____

The following evidence of ownership is attached to this application [copy of certificate of title, lease, agreement for sale and purchase, or other document showing full name of legal owner(s) of the building]:

AGENT

[Only complete this section if the application is being made on behalf of the owner]

Name of agent: _____

Contact person [if the agent is not an individual]: _____

Mailing address: N/A

Street address/registered office: _____

Phone number: Landline: _____ Mobile: _____

Daytime: _____ After hours: _____

Facsimile number: _____

Email address: _____ Website [if applicable]: _____

Relationship to owner [state details of the authorisation from the owner to make the application on the owner's behalf]:

First point of contact for communications with the council/building consent authority [state full name, mailing address, phone number(s), facsimile number(s), and email address(es). Contact details must be in New Zealand]:

APPLICATION

All building work to be carried out under the above building consent was completed on [insert date]: 17.4.14.

The licensed building practitioner(s) who carried out or supervised the restricted building work is/are as follows:

Name	Licensing class	Licensed building practitioner number (or registration number if treated as being licensed under section 291 of Building Act 2004)	Particular work carried out or supervised

The personnel who carried out building work other than restricted building work are as follows:

[List names, addresses, telephone numbers, and (where relevant and if not provided above) licensed building practitioner numbers or Plumbers, Gasfitters, and Drainlayers Board registration numbers]

metal line roofing.

Note: continue on another page if necessary

The following specified systems are contained on the compliance schedule for the building and, in the opinion of the personnel who installed them, are capable of performing to the performance standards set out in the building consent:

[list specified systems]

I request that you issue a code compliance certificate for this work under section 95 of the Building Act 2004.

The code compliance certificate should be sent to: [state which address, and whether owner or agent]

10 B Taurus Place. ROT.

Signature of owner/agent on behalf of and with the authority of the owner [delete one]: T. Johnson.

Name of person signing: Tessa Johnson

Date: 17.4.14.

ATTACHMENTS

The following documents are attached to this application:

- ☐ Memoranda (Records of Building Work) from licensed building practitioner(s) stating what restricted building work they carried out or supervised
- ☐ Other documents from the personnel who carried out the work
- ☐ Evidence that specified systems are capable of performing to the performance standards set out in the building consent

Ref: IF 02
Ver: 5
Issued: 22 May 2012
Doc No: IT-639923
Page 1 of 2

BUILDING CONSENT NO.		DATE ISSUED:	
BC ONLY # - 71873		5/12/2013	
RESOURCE CONSENT REQUIRED? YES / NO		DATE ISSUED:	
OWNER: Johnson PH.		BUILDER: PH.	
SITE: 2/10 Taurus Place		PLUMBER: PH. REG. #	
VALUATION NO. 0654234900B		DRAINLAYER: PH. REG. #	
PROPERTY FILE NO. P05108		LOT / SEC:	
LEGAL DESCRIPTION:		DPS / BLK:	
BUILDING CATEGORY:	1BII		
CCC Decision Date: 5/12/2015		No. of On-Site Inspections Allowed For: 1	
RBW: YES / NO		Time Allowance (hours): 3/4	

DESCRIPTION OF WORK: re-roofing

P = PASS F = FAIL

[illegible]

Building Consent No: 71873

Section 51, Building Act 2004

Issued: 05 Dec 2013

Agent

METAL LINE ROOFING LIMITED
T/A METALCRAFT ROOFING
PO BOX 388
ROTORUA 3040

Owner

JOHNSON, TESSA MARIE
10B TAURUS PLACE
KAWAHA POINT
ROTORUA 3010

Rotorua District Council
1061 Haupapa Street
Private Bag 3029
Rotorua Mail Centre
Rotorua 3046
New Zealand
P: 07 348 4199
F: 07 346 3143
E: mail@rdc.govt.nz
W: www.rdc.govt.nz

The Building

Property ID: P05108
Street Address: 2/10 TAURUS PLACE
Valuation number: 06542 349 00 B
Legal Description: FLAT 2 DPS29163

First point of contact for communications with council building consent authority:
RDC Building Services – Direct Dial 349 5646

Building Work

The following building work is authorised by this consent:

Project is for: RE-ROOF DECRO TILE TO CORRUGATE LONG RUN TO 10B ONLY
Intended Use: DWELLING (DETACHED)
Intended Life: Indefinite but not less than 50 years

This building consent is issued under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or responsibility under any other Act relating to or affecting the building (or proposed building).

This building consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other Act.

This Building Consent Is Subject To The Following Conditions:

Inspections By Building Consent Authority (Phone Building Services 3495646 To Book Inspections)

Final Inspection when all building work is complete

Important Endorsements

Section 52 Building Act 2004 (Lapse of Building Consent)

A Building Consent lapses and is of no effect if the building work to which it relates does not commence within 12 months of the date of issue unless prior arrangements are made with the Building Consent Authority.

Roof Certification

A certification statement is to be provided by the roofing contractor confirming compliance with building code/manufacture's specifications on completion of the roof including any purlins or batten fixings completed.

Completion Of Work

At completion of work authorised by this consent the Building Act requires you to apply for a Code of Compliance Certificate (use Form 6) as soon as practicable after the Building work is completed.

*** A PS3 is required from the contractor to verify the purlin fixing.

Compliance Schedule

A Compliance Schedule is not required for the building

RESTRICTED BUILDING WORK

This project includes restricted building work. It is the owners responsibility to notify the Building Consent Authority in writing before any restricted building work commences;

- The name of every licensed building practitioner who is engaged to carry out or supervise the restricted building work under the building consent where this information has not been stated in the building consent application; or
- Where a Licensed Building Practitioner ceases to be engaged to carry out or supervise restricted building work under the building consent; or
- Another licensed building practitioner is engaged to carry out or supervise the restricted building work.

The following restricted building work is included in this consented project and the Licensed Building Practitioner responsible for carrying out or supervising the restricted building work must on completion of the restricted building work provide the owner and Territorial Authority with a memorandum (record of building work) Form 6A (this form contains a list of individual components / systems that are the responsibility of the Licensed Building Practitioners for each of the following licence classes).

Where the owner intends to undertake restricted building work a formal declaration and notice using Forms 2B and 2C must be provided prior to commencement of restricted building work.

Carpentry (primary structure, external moisture management system)
Roofing (external moisture management system)

ADDITIONAL FEES:

During consent processing Council estimates the number, type and grouping of inspections required to complete a project.

Should additional inspections be required to confirm compliance with the approved Building Consent/Building Code, Council reserves the right to seek payment for these prior to the issue of Code Compliance Certificate.

Processing of As-built plans received may also attract a fee payable prior to the issue of Code Compliance Certificate.

Signed for and on behalf of the Council:

Name: Helen Ferguson

Position: Building Services Administration.

Signed: _____



Date: 05 DEC 2013

RESTRICTED BUILDING WORK RECORD

CPF 24
Ver. 3
Issued 14 Sept 2012
1 of 1
RDC-263371

BC No: 71873

PIM/BC

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
15/11/2013	MARGARETH McLAUGHLIN	Design	100139	✓		
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
		carpenter				
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
		Roofing				
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
7-4-14	GREG SHEFFOLD	ROOFING	110659	✓		✓
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
Notes (change scope of work etc)						

Date written advice received from owner	Name of LBP/Owner Builder (Circle one)	Component/ License Class	License No.	Current License? (✓)	Recorded in Ozone (Admin. to complete date)	6A Received (✓)
Notes (change scope of work etc)						



ADVICE OF LICENSED BUILDING PRACTITIONER(S)

Section 87, Building Act 2004

1 THE BUILDING (project location)

Building name (if applicable) _____

Building street address: _____

Dwelling
10 B Taurus Pl

2. THE PROJECT

Building consent number: _____

71873

3. THE OWNER (must be completed and all details must be the owner's)

Owner's name (for individuals, state the preferred form of title, e.g. Mr, Mrs, Ms, Miss, Dr. For companies, trusts and other organisations provide a contact person's name): _____

Tessa Johnson

Address: _____

10 B Taurus Pl

Date: _____

18/7/14

Landline: _____

3487 807

Mobile: _____

N/A

After Hours: _____

Fax: _____

021 1165 809

E-mail: _____

4. LICENSED BUILDING PRACTITIONERS ENGAGED TO CARRY OUT/SUPERVISE RESTRICTED BUILDING WORK

Particular work to be carried out or supervised	Name, address, email, and phone number of Licensed Building Practitioner	Licensed Building Practitioner number (or registration number if treated as being licensed under section 291 of Act)	Licensing class
Carpenter	Name: _____ Address: _____ Email: _____ Telephone: _____		
Roofer	Name: Greg Shefford Address: 15 Monahia St Email: Greg.Shefford@metalline-roofing.co.nz Telephone: 0272136502	110559	
	Name: _____ Address: _____ Email: _____ Telephone: _____		

4. LICENSED BUILDING PRACTITIONERS ENGAGED TO CARRY OUT/SUPERVISE RESTRICTED BUILDING WORK (cont.)

Particular work to be carried out or supervised	Name, address, email, and phone number of Licensed Building Practitioner	Licensed Building Practitioner number (or registration number if treated as being licensed under section 291 of Act)	Licensing class
	Name: _____ Address: _____ Email: _____ Telephone: _____		
	Name: _____ Address: _____ Email: _____ Telephone: _____		
	Name: _____ Address: _____ Email: _____ Telephone: _____		
	Name: _____ Address: _____ Email: _____ Telephone: _____		
	Name: _____ Address: _____ Email: _____ Telephone: _____		
	Name: _____ Address: _____ Email: _____ Telephone: _____		
	Name: _____ Address: _____ Email: _____ Telephone: _____		

SIGNATURE

Signature of owner/agent on behalf of and with the authority of the owner <i>[delete one]</i> :		<i>T Johnson</i>
Name of person signing:	<i>Tessa M Johnson</i>	Date: <i>17-4-14</i>

COUNCIL USE ONLY

LBP(s) checked	<i>[Signature]</i>	☒ Y	All OK	☒ Y	N
Comments:					

Form 6A

Memorandum from licensed building practitioner: Record of building work
Section 88, Building Act 2004

The building

Street address of building: 10B Taurus Place, Kawaha Point, Rotorua.

The project

Building consent number: 71873

The owner

Name: Tessa Johnson

Address: 10B Taurus Place, Kawaha Point, Rotorua

Telephone number: 3487 807

Email address: asset68@clear.net.nz

Record of work that is restricted building work

Work that is restricted building work	Description	Carried out/ supervised
<i>[Tick]</i>	<i>[If necessary, describe the restricted building work]</i>	<i>[Specify whether you carried out the restricted building work or supervised someone else carrying out the restricted building work]</i>

Primary structure

Foundations and subfloor framing	()	() Carried out () Supervised
Walls	()	() Carried out () Supervised
Roof	()	() Carried out () Supervised
Columns and beams	()	() Carried out () Supervised
Bracing	()	() Carried out () Supervised
Other	()	() Carried out () Supervised

External moisture management systems

Damp proofing	()		() Carried out () Supervised
Roof cladding or roof cladding system	(√)	<i>Installed new roof purlins, self support roof underlay and longrun Colorsteel roofing and flashings.</i>	() Carried out (√) Supervised
Ventilation system (for example, subfloor or cavity)	()		() Carried out () Supervised
Wall cladding or wall cladding system	()		() Carried out () Supervised
Waterproofing	()		() Carried out () Supervised
Other	()		() Carried out () Supervised

Note: continue on another page if necessary.

Issued by

Name: Greg Shefford

LBP number: 110839

Class(es) licensed in: R2

Plumbers, Gasfitters and Drainlayers registration number (if applicable):

Mailing address: PO Box 388 Rotorua 3040

Street address or registered office: 15 Monokia Street Rotorua

Phone number: Landline: Mobile: 027-213 6502

Daytime: 350 1138 After hours:

Fax number: 350 1148

Email address: greg.shefford@metalline.co.nz

Website:

Declaration

I Greg Shefford [name of practitioner]
carried out or supervised the restricted building work recorded on this form.

Signature: Ge Shefford

Date: 10-4-2014

Inspection Checklist: Domestic Final

Ref: IC 16

Ver: 10

Issued: 1 Jul 2013

Doc No: IT-639940

Page 1 of 4

BC No: 71873	Contact on site (Name, licence no. – RBW, company & position) Tessa Johnson Owner.	
Date: 17-4-14		
Inspector: Brett Tard.	Area of work inspected: New roof.	
Inspection Comments / Notes: (Include comment on any alternative solutions identified, site observation statements, warranties or 'As Laid's or as Built's to be provided, if applicable)		
If Inspection Result = PASS then date and sign	Date 17-4-14	Signature
If Inspection Result = FAIL then complete instruction sheet (record number here and on summary card)		

F = Fail = Non-compliance with approved plans & documentation
P = Pass = Compliance with approved plans & documentation.
N/A = Means that Building officer feels that this portion of the prompt sheet is not relevant

Building Consent Documentation					Comments (reasons for decisions)
1	Form 6	P	F	N/A	Received.
2	Approved Building Consent documents on site	P	F	N/A	On site.
3	Check conditions of PIM	P	F	N/A	No Pim.
4	Inspections as scheduled	P	F	N/A	Future Date.
5	Conditions of BC.	P	F	N/A	
6	Building work completed to consent documents	P	F	N/A	Yes.
7	Application to amend BC received	P	F	N/A	No Changes To Title B.C.
8	Site development fact sheet given	Yes	No		Not Given.
9	Sec 269 – Substitutions may involve certified building methods or products,	P	F	N/A	Not.
10	Sec 364 – (If the building a household unit being constructed by or on behalf of a property developer for the purpose of sale? CCC or agreement with form one is compulsory.)	P	F	N/A	Not on site.

Kitchen					Comments (reasons for decisions)
11	Food preparation and sink provision	P	F	N/A	
12	Impervious, easily cleaned wall finishes	P	F	N/A	
13	Bench top junction with wall linings (<i>sealed</i>)	P	F	N/A	
14	Hot & cold supply provided to sink	P	F	N/A	
15	Trap & waste fitted to sink	P	F	N/A	
16	Energy supply provided for cooking	P	F	N/A	
17	Space & power been provided for refrigerator or ventilation for food safe	P	F	N/A	
Laundry					Comments (reasons for decisions)
18	Laundry facilities (<i>washing machine space, tub etc</i>)	P	F	N/A	
19	Tub (<i>fixing and water trap</i>)	P	F	N/A	
20	Water supply (<i>cold min</i>)	P	F	N/A	
21	Impervious finish (<i>walls and floor</i>)	P	F	N/A	
Wet areas / WCs					Comments (reasons for decisions)
22	Impervious finish (<i>walls and floor</i>) (<i>Statement from water proof membrane installer</i>)	P	F	N/A	for over.
23	Joints in impervious surface finishes (<i>including flexible sealant at junctions to walls and sealant to base of toilet pans and between vanity tops and walls</i>)	P	F	N/A	
24	Safety glazing for shower screens, doors & windows Clearly identified	P	F	N/A	
25	Shower cubicle watertight?	P	F	N/A	
Ventilation					Comments (reasons for decisions)
26	Natural ventilation to occupied space	P	F	N/A	
27	Mechanical (<i>ducted to exterior</i>)	P	F	N/A	
Insulation					Comments (reasons for decisions)
28	Ceiling insulation installed correctly & clear of down lights	P	F	N/A	
29	Subfloor insulation protection (<i>Subfloor insulation in exposed locations such as under raised floor of a pole house may require protection</i>).	P	F	N/A	
Glazing					Comments (reasons for decisions)
30	Glazing to full height windows, doors, landings etc (<i>appropriate markings</i>)	P	F	N/A	

P & D				Comments (reasons for decisions)
31	Seismic restraints to the water storage cylinder	P	F	N/A
32	Terminal vents terminate outside the building clear of openings (<i>Ensure all branch drain 10m or > are vented</i>)	P	F	N/A
33	Waste pipe penetrations sealed in gullies	P	F	N/A
34	Downpipes fixings and spreaders	P	F	N/A
35	HWC vent protected against frost	P	F	N/A
36	ORG (150mm below lowest fixture overflow level and 75mm above finished ground levels 25mm above paving)	P	F	N/A
37	HWC drain to the exterior	P	F	N/A
38	Hot water supply (type of system eg infinity, low or mains pressure)	P	F	N/A
39	Valves to HWC (<i>list valves fitted-cold water expansion, TPRV, tempering valve, open vent, isolating valve, pressure reducing valve</i>)	P	F	N/A
40	Correct head for HWC	P	F	N/A
41	AAV's accessible	P	F	N/A
42	Water temperature	P	F	N/A
Stairs / Landings / Handrails / Window Openings				Comments (reasons for decisions)
43	Handrails to internal and or external stairs	P	F	N/A
44	Lighting (switches at the top & bottom of stairway).	P	F	N/A
45	Slip resistance (<i>Slip resistance shall be provided for all walking surfaces such as decks, patios & steps on the approach to the main entrance of the building.</i>)	P	F	N/A
46	Treads and riser dimensions/ threshold heights	P	F	N/A
47	Barriers (<i>Installed to all areas where there is a fall height of 1.000 or more can occur from the floor or opening in the exterior envelope of the building, or a change in level</i>)	P	F	N/A
48	Restriction stays (<i>to opening widow <760 above floor or a foothold. If there is a fall of 1.0m or more from floor level to limit opening to 100mm max</i>).	P	F	N/A
Smoke Alarms				Comments (reasons for decisions)
49	Smoke alarms with hush buttons installed in every bedroom or within 3.0m of every bedroom door or escape routes and every building level.	P	F	N/A
Exterior				Comments (reasons for decisions)
50	Exterior envelope status and type (<i>complete and weatherproof</i>)	P	F	N/A
51	Elevations compared to consented documents?	P	F	N/A
52	Flashings to openings complete and weathertight (<i>meter boxes, pipes, taps etc</i>)	P	F	N/A
53	Parapet flashings correctly installed	P	F	N/A
54	Wall cladding fixings/soakers/scribers status	P	F	N/A

Roof Only.

Roof Only.

14 Fixed & TESTED

Roof Only

" "

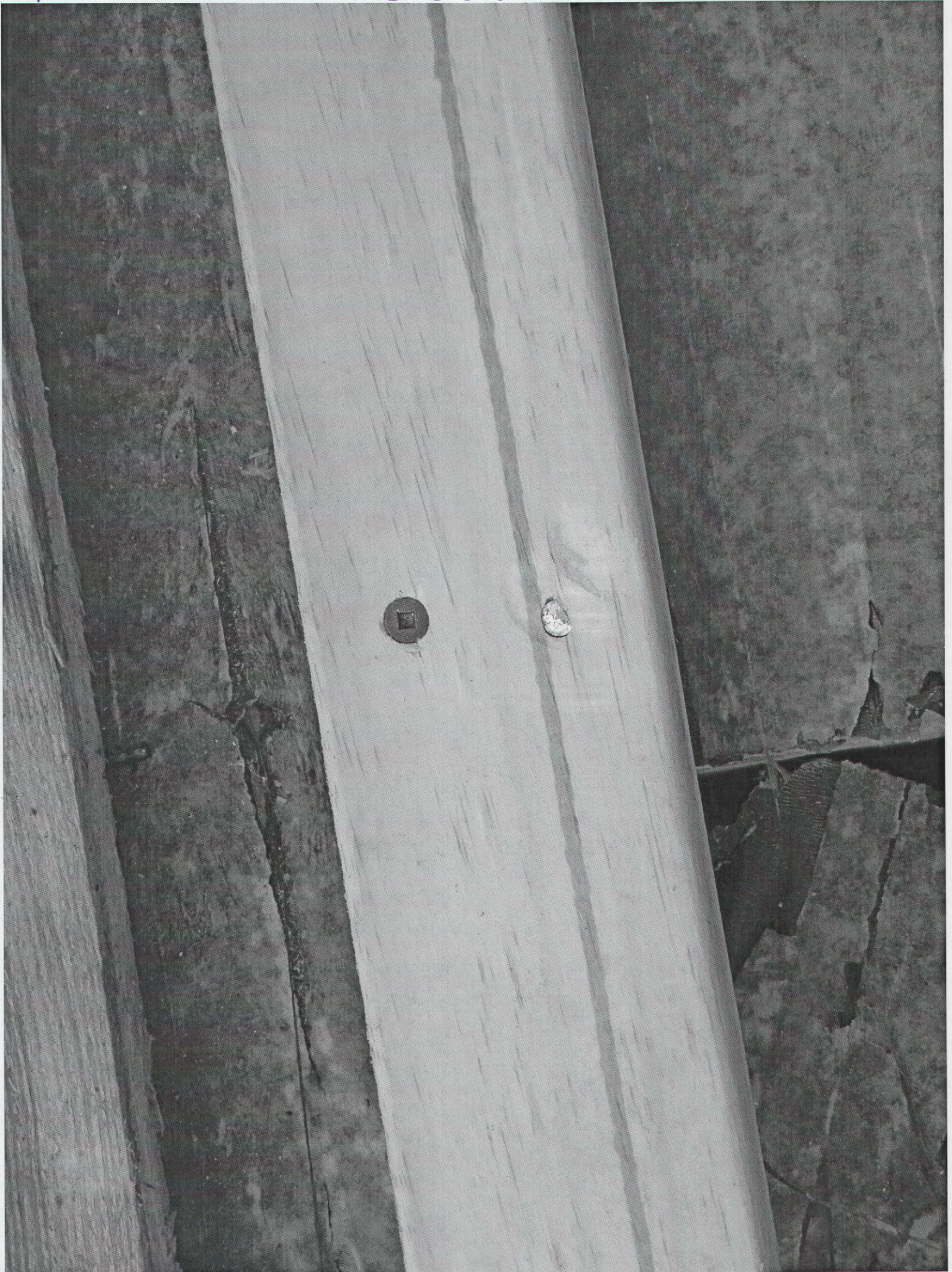
Hip & Ridge FLASHINGS
FIXED.

No Parapets.

None on BC.

55	Brickwork weep holes/ventilation (<i>how is it achieved</i>) Top and bottom	P	F	N/A	} None on B.C	
56	Ground/paving heights (<i>record dimensions</i>)	P	F	N/A		
57	Decks/barrier heights / threshold dimensions (<i>complete separate deck checklist for remainder of deck</i>)	P	F	N/A		
58	Sub floor access/insulation/ ventilation type	P	F	N/A		
59	Roof cladding type /flashing status/ roof penetration flashings types	P	F	N/A	Flashing intact	
60	Landscaping status (<i>completed or not</i>)	P	F	N/A	look over	
61	Stormwater disposal from hardstand areas? (<i>confirm formation of cess pit</i>)	P	F	N/A	" "	
Effluent Disposal Systems					Comments (reasons for decisions)	
62	System type	P	F	N/A	} look over.	
63	Statement (construction review) supplied from the installer or designer?	P	F	N/A		
64	If required, can effluent disposal area be isolated from stock or vehicle damage, etc?	P	F	N/A		
Damage Deposit					Comments (reasons for decisions)	
65	Footpath and/or kerb condition	P	F	N/A	No Deposits	
66	Can damage deposit be refunded? <i>If no, take photographs for evidence</i>	P	F	N/A	"	
Crossing Deposit					Comments (reasons for decisions)	
67	Is crossing formed in accordance with RDC requirements?	P	F	N/A	No Deposits.	
68	Can crossing deposit be refunded? <i>If no, take photographs for evidence</i>	P	F	N/A	"	
Overhead Power Lines					Comments (reasons for decisions)	
69	Overhead power lines have correct clearance to building elements	P	F	N/A		
PHOTOGRAPHS (compulsory)					Comments (reasons for decisions)	
70	Photographs taken of all exterior elevations!	P	F	N/A	Taken	
Producer Statements/Technical Literature/ Certificates					Comments (reasons for decisions)	
71	Energy Certificate for Electrical work	P	F	N/A	} None on B.C	
72	Energy Certificate for Gas work	P	F	N/A		
73	Exterior Plaster System	P	F	N/A		
74	Plumbing (<i>pressure tests</i>)	P	F	N/A		
75	As built drainage plan	P	F	N/A		
76	Membranes	P	F	N/A		
77	As built supplied	P	F	N/A	} SOC being received.	
78	Producer statements	P	F	N/A		
79	Survey certificates	P	F	N/A		
80	Other	P	F	N/A	} None on B.C	
81	Other	P	F	N/A		
NOTICES					Comments (reasons for decisions)	
82	NTF and Instruction Sheets complied with?	P	F	N/A		

Photo received showing Bowe screws fitted. SC 71473



174-14.

PHOTOS OF NEW ROOM 6.

SC 71873
17-4-14 B Taylor



BC 71873

PHOTO OF VENT PIPE CAP.

17-4-14 B TAYLOR





**Statement of
Compliance**

15 Monokia Street
P.O. Box 388
Rotorua 3040

Telephone: 07 350 1138
Facsimile: 07 350 1148
FREEPHONE: 0508 638 252

Producer Statement

Metal Line Roofing Limited confirms that the longrun metal roofing and flashings have been supplied and fitted in accordance with the design information provided and in accordance with the manufacturer's requirements and in keeping with good trade practice.

*Installed in roof purlins, ~~was~~ used self support paper,
long run roofing from GC metal*
Job: Tessa Johnson

Address: 10B Taurus Place, Kawaha Point, Rotorua

Date Supplied: January 2014

Signed

B. C. Riach
(BRIAN RIACH)

Position: Sales manager

Date: 9th April 2014

*S.O.C Accepted as Compliance with Manufacturers
Specs Nominated.*

B Taylor
17-4-14.

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Metalcraft" shall mean Metal Line Roofing Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Metalcraft.
- 1.3 "Products" or "Products & Services" shall mean: all or any of products, goods, services and advice provided by Metalcraft to the customer and shall include without limitation the provision of design, consultation & fixing or installation services; the supply of all roofing, purlins & flashings products; all associated products and services; all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Metalcraft to the Customer, including all of the Customer's present and after-acquired Products that Metalcraft has performed work on or to or in which Products or materials supplied or financed by Metalcraft have been attached or incorporated.
- 1.4 "Price" shall mean the cost of the Products and Services as agreed between Metalcraft and the Customer and includes all disbursements eg charges Metalcraft pay to others on the Customer's behalf subject to clause 5 of this contract.

2. ACCEPTANCE

Any instructions received by Metalcraft from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer and each of the person signing this application authorises Metalcraft to collect, retain and use any information about the Customer / Owner / Partner / Director / Guarantor / person(s) who have signed this application form, for the purpose of assessing the Customer's / Guarantor(s)'s credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Metalcraft to any other party. The collection of information may be done either by Metalcraft directly or through one of its group companies.
- 3.2 The Customer authorises Metalcraft to disclose any information obtained to any person for the purposes set out in clause 3.1 including but not limited to any credit or debt collection agency.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.1 are authorities or consents for the purposes of the Privacy Act 1993 or any amendment or new Privacy Act that may come hereafter. Such authorities or consents will be standing ones for use from time to time until all the dues under this application are paid off in full.

4. CREDIT FACILITY / REFUSAL OF CREDIT

Metalcraft is not obligated to grant credit on receipt of this application. Even where Metalcraft has given a credit facility, Metalcraft can refuse to make fresh supplies under that facility whether there is sufficient room to accommodate such supplies or not, with or without assigning any reason for such refusal.

5. PRICE

- 5.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Metalcraft at the time of the contract.
- 5.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Metalcraft between the date of the contract and delivery of the Products and Services.

6. PAYMENT, PAYMENT ALLOCATION & CHARGING OF INTEREST

- 6.1 Payment for Products and Services shall be made in full without deduction for any reason whatever (except prior agreed Retentions, if any) on or before the 20th day of the month following the date of the invoice / "payment claim" under Construction Contracts Act ("the due date").
- 6.2 Interest may be charged on any amount owing after the due date at the rate of 2% per month or part month.
- 6.3 Any expenses, disbursements and legal costs incurred by Metalcraft in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 6.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid/realised in full.
- 6.5 A deposit may be required.
- 6.6 Any provision for a "pay when paid" clause or a "pay if paid" clause shall not apply to Metalcraft when Products and Services are provided by it.
- 6.7 Metalcraft may in its discretion allocate any payment received from the Customer towards any invoice that Metalcraft determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Metalcraft, payment shall be deemed to be allocated in such manner as preserves the maximum value of Metalcraft's purchase money security interest in the Products and Services.

7. QUOTATION

- 7.1 Where a quotation is given by Metalcraft for Products and Services:
 - 7.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 7.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 7.1.3 Metalcraft reserve the right to alter the quotation because of circumstances beyond its control;
- 7.2 Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

8. EXTRAS, VARIATIONS & RETENTIONS:

- 8.1 Where Products & Services are required either as a variation or as an extra to quotation / existing supply arrangement / contract, the Customer agrees to pay for the additional cost at either the price as agreed for such extra or variation and where a specific price has not been agreed, at the current price of Metalcraft. If Metalcraft has already manufactured or fabricated the supply as per original drawings / orders supplied by the Customer before receiving any variation request in writing, the Customer will be liable to pay for such materials including labour and related expenses, over and above payments for such variations and extras.
- 8.2 Metalcraft may insist on a written site instruction / order no. / variation or extra to contract request from the Customer before commencing additional or varied supply and if there is any delay on the part of the Customer in providing such written instructions, then Metalcraft will not be liable in any manner whatsoever, for any temporary or final delay for the completion of the job.
- 8.3 Retentions where specifically agreed by Metalcraft may be withheld from payments due to Metalcraft. 50% of such retentions become payable on practical completion of supply by Metalcraft and 50% of such retentions become payable 90 days after that date. If retention moneys are not paid when due, then the Customer will be liable for interest calculated at 2% per month or part of month, for the period of delay in payment and for the cost of any recovery action by Metalcraft.

9. RISK AND DELIVERY

- 9.1 The Products and Services remain at Metalcraft risk until delivery to the Customer.
- 9.2 Delivery of Products and Services shall be deemed complete when Metalcraft, or an agent including a manufacturer, gives possession of the Products and Services directly to the Customer or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 9.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to Metalcraft making time of the essence.
- 9.4 Where Metalcraft delivers Products and Services to the Customer by instalments and Metalcraft fails to deliver or supply one or more instalments the Customer shall not have the right to cancel the contract but shall have the right to claim compensation as a severable breach.
- 9.5 The Customer will ensure that Metalcraft is provided with reasonable access to the delivery address together with adequate room for unloading. The Customer indemnifies Metalcraft against all costs and liabilities Metalcraft incurs with or arising out of the delivery or in unloading.

10. AGENCY

- 10.1 The Customer authorises Metalcraft to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.
- 10.2 Where Metalcraft enters into a contract of the type referred to in clause 10.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

11. RETENTION OF TITLE

- 11.1 The Customer grants to Metalcraft retention of title and purchase money security interest ("PMSI") as defined in Personal Property Security Act (PPSA) in the Products and agrees that the PMSI has attached to all goods supplied now or in the future to the Customer and that the attachment of the PMSI has in no way been deferred or postponed from the date recorded herein.
- 11.2 Title in any Products and Services supplied by Metalcraft passes to the Customer only when the Customer has made payment in full for all Products and Services provided by Metalcraft and of all other sums due to Metalcraft by the Customer on any account whatsoever. Until all sums due to Metalcraft by the Customer have been paid in full, Metalcraft has a security interest in all Products and Services.
- 11.3 If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with Metalcraft until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to Metalcraft as security for the full satisfaction by the Customer of the full amount owing between Metalcraft and Customer.
- 11.4 The Customer gives irrevocable authority to Metalcraft to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if Metalcraft believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. Metalcraft shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Metalcraft may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as Metalcraft reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 11.5 The following shall constitute defaults by the Customer:
 - 11.5.1 Non payment of any sum by the due date.
 - 11.5.2 The Customer intimates that it will not pay any sum by the due date.
 - 11.5.3 Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Services.
 - 11.5.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to Metalcraft remains unpaid.
 - 11.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord or other person obtains possession of the Customer's assets.
 - 11.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

- 11.5.7 Any material adverse change in the financial position of the Customer.

- 11.6 In the event of a default Metalcraft is entitled to enforce all the rights available to it under these terms and conditions of trade, at the cost, risk and responsibility of the Customer.
- 11.7 Where Products and Services are retained by Metalcraft pursuant to clause 11.4 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 11.8 If the Credit Repossession Act applies to any transaction between the Customer and Metalcraft, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.
- 11.9 The Customer waives his/its rights:
 - 11.9.1 To receive a copy of any verification statement;
 - 11.9.2 To receive a copy of any financing charge statement;
 - 11.9.3 To receive any notice that Metalcraft intends to sell the Products or to retain the Products on enforcement of the security interest (as defined in PPSA) granted to Metalcraft under these terms;
 - 11.9.4 To object to Metalcraft proposal to retain the Products in satisfaction of any obligation owed by the Customer to Metalcraft;
 - 11.9.5 To receive a statement of account on sale of the Products;
 - 11.9.6 To redeem the Products; and
 - 11.9.7 Where any Products becomes an accession, as defined in the PPSA, to not have any Products damaged when Metalcraft removes the accession, to receive notice of removal of the accession and to apply to the court for an order concerning the removal of the accession, under the PPSA.

12. SECURITY INTEREST FOR SERVICE PROVIDERS

The Customer gives Metalcraft a security interest in all of the Customer's present and after-acquired property that Metalcraft has performed services on or to or in which Products or materials supplied or financed by Metalcraft have been attached or incorporated.

13. LIABILITY & CONSUMER GUARANTEES ACT

- 13.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Metalcraft which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Metalcraft, Metalcraft's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 13.2 Except as otherwise provided by clause 13.1 Metalcraft shall not be liable for:
 - 13.2.1 Any loss or damage of any kind whatsoever including loss of profits consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Metalcraft to the Customer; and
 - 13.2.2 The Customer shall indemnify Metalcraft against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Metalcraft or otherwise, whether or not brought by any person in connection with any matter, act, omission, or error by Metalcraft its agents or employees in connection with the Products and Services.
- 13.3 Subject to clause 13.4 the guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from Metalcraft for the purposes of a business in terms of section 2 and 43 of that Act.
- 13.4 Should Metalcraft breach any of its obligations to a Customer, then Metalcraft's liability to that Customer shall be limited to the greater of either:
 - 13.4.1 The costs of replacing the Products in respect of which the obligation has been breached with product or equivalent specification;
 - 13.4.2 The price for those Products paid by the Customer.
- 13.5 Metalcraft shall have no liability for discrepancies between estimates that may have prepared for quantities based on plans or other information given by or on behalf of the Customer and quantities actually required. The Customer warrants it has verified and in any event accepts responsibility for the accuracy of quantities ordered as being in accordance with its requirements.

14. WARRANTY

- 14.1 Manufacturer's warranty applies where applicable.
- 14.2 Any written warranty that Metalcraft provide to the Customer will also form part of these terms and conditions of trade.
- 14.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products and Services except where Products are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- 14.4 Metalcraft does not provide any warranty that the Products are fit and suitable for the purposes for which they are required by the Customer and shall not be liable if they are not.

15. COPYRIGHT AND INTELLECTUAL PROPERTY

Metalcraft, owns and has copyright in all work, software, systems, solutions, drawings, designs, specifications, electronic data and documents produced by Metalcraft in connection with the Products and Services provided pursuant to this contract and the client may use the Products and Services only if paid for in full and for the purpose for which they were intended and supplied by Metalcraft.

16. CONSUMER GUARANTEES ACT

- 16.1 Subject to clause 1.2 the guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from Metalcraft for the purposes of a business in terms of section 2 and 43 of that Act.
- 16.2 Should Metalcraft breach any of its obligations to a Customer, then Metalcraft's liability to that Customer shall be limited to the greater of either:
 - 16.2.1 The costs of replacing the Products in respect of which the obligation has been breached with product or equivalent specification;
 - 16.2.2 The price for those Products paid by the Customer.

17. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Metalcraft agreeing to supply Products and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Metalcraft the payment of any and all monies now or hereafter owed by the Customer to Metalcraft and indemnify Metalcraft against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

18. CLAIMS AND RETURN OF PRODUCTS

- 18.1 The Customer shall be deemed to have accepted the Products and Services provided unless the Customer notifies Metalcraft otherwise within 5 days of delivery of the Products and Services to the Customer.
- 18.2 Products will only be accepted for return with prior consent of Metalcraft strictly at discounted rates. to be agreed each time. Returned Products must be accompanied by original invoice, in unused and undamaged condition and still in original packaging where applicable. The Customer is liable for all costs associated with the return. There will be no returns on customised orders.
- 18.3 In the event of damage in transit the Customer is required to send to Metalcraft a written request for replacement together with the delivery docket and evidence that this was endorsed at the time of receipt of Products that the Products were damaged prior to unloading.

19. CANCELLATION

- 19.1 Once an order has been accepted by Metalcraft, it can only be cancelled, varied or suspended (whether in whole or in part) upon the following terms and conditions:
 - 19.1.1 No cancellation, variation or suspension will be effective or recognised unless, and only to the extent that Metalcraft agrees in writing to such cancellation, variation or suspension;
 - 19.1.2 The Customer agrees to accept delivery of all Products held by Metalcraft in respect of such order and all Products in transit to or subsequently delivered to Metalcraft for such order;
 - 19.1.3 The Customer agrees to pay all costs, expenses and liabilities incurred by Metalcraft in consequence of the cancellation, variation or suspension of the order.

20. CAVEAT

The Customer / Guarantor(s) charge(s) in favour of Metalcraft as security for the Customer's obligations to Metalcraft, all rights, title and interest (including beneficial interest in any Trust) in any property held now by the Customer / Guarantor(s) either alone or jointly with anyone or acquired by the Customer / Guarantor(s) at any time hereafter, also as a trustee. If the Customer / Guarantor(s) default(s) in payment of any amount owed to Metalcraft, the Customer / Guarantor(s) specifically authorise(s) Metalcraft to lodge a caveat against any such property and appoint(s) Metalcraft to be the Customer / Guarantor(s)'s Attorney for this purpose – provided that – this authority is to be taken as authority to create a mortgage charge on property if a caveat is not possible or if a mortgage charge is necessitated to protect Metalcraft's interests, at Metalcraft's discretion.

21. ASSIGNMENT

In consideration of the goods supplied to the Customer by Metalcraft the Customer assigns to Metalcraft absolutely all the Customer's right title and interest in any debt which is due to the Customer by any third party the Customer has on sold to Products supplied by Metalcraft whether or not the amount of that debt due to the Customer by the third party comprises only a part of the amount of the debt for Products supplied by Metalcraft to the Customer.

22. MISCELLANEOUS

- 22.1 Metalcraft shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 22.2 Failure by Metalcraft to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Metalcraft has under this contract.
- 22.3 If any provision of this contract shall be invalid, void or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.4 The Customer shall not assign all or any of its rights or obligations under this contract without the written consent of Metalcraft.
- 22.5 Where these terms and conditions of trade are at variance with the order or instructions from the Customer these terms and conditions of trade shall prevail.
- 22.6 If required by Metalcraft the Customer will store Products and Services supplied by Metalcraft in a way that enables them to be identified as having been supplied by Metalcraft.

23. FORCE MAJEURE

Metalcraft shall not be liable for any failure or delay in supply or delivery of the Products and Services where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of Metalcraft including, but not limited to, war, strikes, lockouts, industrial disputes/unrest, transport delays, government restrictions or intervention, fire, acts of God, breakdown of Plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotion, terrorist acts or accidents of any kind.

24. GOVERNING LAW & JURISDICTION:

This application will be construed and governed by the Laws of New Zealand and the courts in New Zealand will have jurisdiction on any action or claim that may be brought about.