



TERMS AND CONDITIONS OF TRADE

Civil Construction Estimating Services (CCES NZ)

Effective Date: August 2026 | Location: New Zealand

Notice to Client: *These Terms and Conditions apply to all services, estimates, take-offs, and consulting provided by CCES NZ. Engaging CCES NZ or accepting a fee proposal constitutes full acceptance of these terms under New Zealand law.*

1. Definitions and Interpretation

“CCES” means Civil Construction Estimating Services, its successors, and assigns.

“Client” means the person, company, or entity requesting Services from CCES.

“Services” means all civil construction estimating, take-offs, site reviews, pricing consultations, project scoping, and associated documentation provided by CCES.

“Estimate” means the pricing schedules, material take-offs, or tender documents delivered to the Client by CCES.

2. Engagement and Scope of Work

2.1 Engagement: Engagement occurs when the Client accepts a written fee proposal or quote from CCES, or provides written or verbal instruction for CCES to commence work.

2.2 Scope: Services are limited strictly to the agreed project scope, drawings, specifications, and site documentation supplied by the Client at the time of instruction.

3. Client Information and Accuracy

3.1 Information Reliance: The accuracy of CCES’s Services relies entirely on the completeness, accuracy, and timeliness of information provided by the Client (including plans, specifications, ground condition reports, and scopes of work).

3.2 Exemption from Liability: CCES accepts no liability for errors, omissions, or under/overestimations resulting from incorrect, incomplete, or modified documentation supplied by the Client.

4. Fees, Invoicing, and Payment

4.1 Rates: Services will be charged on an hourly rate basis or as a fixed project fee as quoted by CCES.

4.2 Invoicing: Invoices will be issued upon delivery of the initial Estimate or at agreed progress stages.

4.3 Payment Terms: (a) Initial Engagement: For any new or first-time Client, full payment of the estimated fee is strictly required upon receipt of the estimate.

(b) Subsequent Engagements & Credit Terms: Any preferred payment terms requested by the Client on the Registration Form (including 7 days, 14 days, or 20th of the month) shall not apply to the initial engagement. Such requested terms will only apply to subsequent orders or projects upon full receipt of payment for the first job and subject to written approval by CCES. CCES reserves the right, in its sole discretion, to approve, decline, or revoke payment terms at any time.

4.4 Late Payment Interest: Overdue accounts will incur interest charged at 2.5% per month (compounded monthly) from the due date until full payment is received.

4.5 Collection Costs: The Client agrees to indemnify CCES for all debt collection costs, legal expenses (on a solicitor-client basis), and administrative charges incurred in recovering unpaid amounts.

5. Revisions and Scope Changes

5.1 Standard Revisions: CCES provides up to three (3) rounds of minor revisions per Estimate, limited to refinements or minor adjustments of feedback on the original documentation supplied.

5.2 Exclusions: Revisions resulting from structural design changes, new or updated plan revisions, variations in scope, or material specification changes issued after the initial instruction are not covered by free revisions and will be billed at standard hourly rates.

5.3 Additional Rounds: Additional rounds of revisions beyond the standard three will incur standard hourly charges.

6. Nature of Estimates and Limitation of Liability

6.1 Opinion Only: Estimates and tender take-offs produced by CCES represent professional opinions based on market conditions, field experience, and supplied data. Estimates are not fixed quotes or guaranteed construction prices. CCES does not guarantee that contractors, suppliers, or subcontractors will bid or perform work at the estimated rates.

6.2 Consumer Guarantees Act (CGA): Where the Client acquires Services for business or commercial purposes, the Client agrees that the provisions of the Consumer Guarantees Act 1993 do not apply pursuant to Section 43(2) of the Act.

6.3 Fair Trading Act (FTA): To the maximum extent permitted by law under Section 5D of the Fair Trading Act 1986, the parties agree to contract out of Sections 9, 12A, and 13 where the Client is acquiring Services in trade.

6.4 Cap on Liability: To the maximum extent permitted by New Zealand law, CCES's total aggregate liability arising from contract, tort (including negligence), equity, or otherwise for any loss, damage, or expense shall be limited to the total fees paid by the Client to CCES for the specific engagement giving rise to the claim.

6.5 Consequential Loss: CCES accepts no liability for indirect, special, or consequential loss, including but not limited to lost profit, lost tenders, liquidated damages, or delay costs incurred on construction projects.

7. Intellectual Property & Confidentiality

7.1 Ownership: All intellectual property, working spreadsheets, methods, models, and custom tools developed by CCES remain the sole property of CCES.

7.2 License: Upon full payment of all fees, the Client is granted a non-exclusive license to use the final Estimate document solely for the specific project intended.

7.3 Confidentiality & Privacy: Both parties agree to protect and maintain strict confidentiality regarding all proprietary information, project plans, commercial pricing, and client details provided during the engagement. Data will be processed in accordance with the Privacy Act 2020.

8. Termination

8.1 Notice: Either party may terminate the agreement by providing 3 working days' written notice.

8.2 Payment on Termination: Upon notice of termination, the Client must immediately pay for all Services performed and expenses incurred up to the date of termination.

9. Force Majeure

CCES shall not be liable for any failure or delay in delivering Services due to events beyond its reasonable control, including but not limited to severe weather events, extreme natural disasters, pandemic disruptions, system outages, or third-party delays.

10. Governing Law and Disputes

10.1 Jurisdiction: These Terms and Conditions are governed by the laws of New Zealand.

10.2 Dispute Resolution: In the event of a dispute, the parties will attempt in good faith to resolve the matter via negotiation or formal mediation before initiating litigation in a New Zealand court.

Client Acknowledgement & Acceptance

By signing below or authorizing work, the Client confirms they have read, understood, and agreed to these Terms and Conditions of Trade.

Signed for & on behalf of CCES:

Client Name / Company:

Authorized Signature

Company Name

Print Name & Title:

Date:
