



Commercial Building Workmanship Guarantee

(includes Church/Schools)



Master Painters Services Ltd
PO Box 40355
Upper Hutt 5140



Email: info@mpservices.co.nz



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Master Painters Services Limited

Thank you for hiring a Registered Master Painter to carry out your painting work and choosing the Master Painters Services Limited Commercial Guarantee. For more information on this Guarantee ask your Master Painter.

Only Registered Master Painters are able to offer a Master Painters Services Limited Commercial Guarantee to their clients.

Guarantee Summary

This summary of cover does not provide all of the detailed inclusions and exclusions of the Guarantee and further details of cover are provided within the Terms and Conditions.

All dollar values are inclusive of GST.

<i>Guarantee Type</i>	<i>Standard</i>
Interior and Exterior Product Eligible:	Resene, Dulux , Wattyl Products
Indicative Fee:	\$460
Defects in Workmanship: <i>Upon Completion and Acceptance:</i>	5 Years
Defects in Materials: <i>Upon Completion and Acceptance:</i>	5 Years
Maximum Aggregate Cover:	The lesser of \$60,000 or the Contract Price

About the Guarantee

The Master Painters Services Limited Commercial Guarantee, in some circumstances may be an Extended Warranty Agreement under the Fair Trading Act and provides extra protection by providing cover where the Master Painter is no longer trading (due to insolvency or some other reason). This protection is not provided by the Consumer Guarantees Act.

The Client or Builder may cancel their Master Painters Services Commercial Guarantee within 5 working days of receiving written confirmation of acceptance of the Guarantee, in which case, the purchase price of the Guarantee will be refunded by Master Painters Services, and any cancellation refund made by Master Painters Services will be made to the person that made payment of the Guarantee purchase price to Master Painters Services.

To cancel the Master Painters Guarantee, the Client or Builder must send notice of cancellation to Master Painters Services. That notice should set out the Client or Builder's name, the address of the commercial property, the Guarantee application number and clearly state that the Client or Builder wishes to thereby cancel the Guarantee.

The Guarantee is neither a contract of insurance or indemnity; nor is it a maintenance contract.

How to Apply

Prior to any work commencing, the Master Painter and the Client or Builder must sign a Contract and a Guarantee Application and send to Master Painters Services:

- the Guarantee Application Form which has been completed and signed by the Master Painter and the Client or Builder (as applicable); and
- a copy of the Contract between the Client or Builder and the Master Painter identifying the parties, any special conditions, Scope of Works and the location of Works; and payment of the Guarantee fee

Definitions

For the purposes of this Guarantee, the following terms have the following meanings:

Application means the completed prescribed Guarantee Application Form contained in this Guarantee document or any online version thereof, any required further documents such as the Contract and Scope of Works and the Application fee (where applicable).

Associate has the meaning set out in Section 7 of the Construction Contracts Act 2002.

Approved Products means materials used in the Contract a list of currently Approved Products is available at masterpainters.nz. where the use of colours of these Approved Products **is in a situation where the light reflective value is not recommended**, then these Approved Products are excluded from the Guarantee.

Building Firm/Builder means the person or persons named in the Guarantee Application Form as the Building Firm who has entered into a Contract agreement with the Master Painter.

Client means the person or persons named in the Guarantee Application Form as the Building Firm (where present) or the Building Owner or their agent. Where a Building Firm is not listed in the Application Form the Building Owner or their appointed agent is the Client.

- A Guarantee must be taken out for each unit of the complex for interior work.
- Where there is a build contract between a Client and a Building Firm, the Building Firm is the client until that contract is at an end, due to successful completion of a building contract, at this stage the Building owner becomes the Client.
- **Exterior Height Restriction** applies, which means that for exterior work the Guarantee only covers to a maximum height of **three stories**, unless specifically approved by Master Painters Services Ltd.

Contract means the written and signed contract between the Client and the Master Painter for the Works on a Commercial Property and includes specifications.

Contract Price means the price (including GST) stated in the Contract by the Master Painter. Where the Contract Price exceeds \$60,000, the maximum total claimable amount will remain at \$60,000.

Contract Variation means any change to the Works under the Contract. Contract Variations shall be in writing. Where the Contract Price and subsequent Contract Variations in total exceed \$60,000, the maximum total claimable amount will remain at \$60,000.

Consequential Damage means any damage to the Works as a consequence of a Defect, including by way of example only damage to the substrate or furnishings.

Consequential Loss means any loss to the Works as a consequence of a Defect including by way of example only, travel expenses, legal costs, rental or alternative accommodation costs.

Defect means an inadequacy or failure, relating to Defect in Materials or a Defect in Workmanship, each as defined in clauses 16.1 and 16.2 respectively.

Guarantee means the Master Painters Services Ltd Guarantee provided on these Terms and Conditions at the location nominated on the Guarantee Application Form.

Client means the person or persons named in the Guarantee Application Form as the Building Owner and in the case where no Building Firm is named in the Guarantee Application Form, who has entered into a Contract agreement with the Master Painter; or the person or persons named as Transferee(s) in the Request for Transfer Form after approval of the transfer.

Late Application means an application received by MPS after Works have commenced and prior to the deemed Practical Completion Date.

Practical Completion means when the Works and any Contract Variations are completed, except for minor defects and omissions that can be remedied or carried out without causing unnecessary inconvenience to the Client.

MPS means Master Painters Services Limited, the Guarantee provider.

Master Painter means the Registered Master Painter named in this Guarantee Application.

Scope of Works means a description sufficiently detailing the Works to be carried out under the Contract.

Substrate means the surface of any material to which paint or wallcovering is to be applied

Works means the work to be carried out as per the Contract.

GUARANTEE APPLICATION FORM				Guarantee No.	
PLEASE NOTE:					
<p>This is an application only. MPS shall not be liable for any claim unless a notice of Acceptance has been sent to the Homeowner or Building Firm (as applicable).</p> <p>The Building Firm (if applicable), Homeowner and Master Painter should read all the Terms and Conditions (including Definitions) of the Guarantee prior to completing and signing this Guarantee Application.</p> <p>This Guarantee is only available when approved products are used by the Master Painter.</p>					
MASTER PAINTERS MEMBER:					
Name:				Member ID No:	
CONTRACTED PROPERTY WORKS DETAILS:					
Address of the Works:					
Contract Type:		Contract with the Client <input type="checkbox"/> (please fill in the Clients Details)			
		Contract/Sub-Contract to a Building Firm <input type="checkbox"/> (please fill in the Building Firm and Clients (if there is one) Details)			
Type of Work (please tick)		Location of Work (please tick)			
New Work <input type="checkbox"/> Re-Work <input type="checkbox"/>		Exterior <input type="checkbox"/> Interior <input type="checkbox"/> Both <input type="checkbox"/>			
Contract Price: (see definition) \$		Estimated Start Date:		Estimated End Date:	
Scope of Works: Is attached (i.e. specification or quote please tick) <input type="checkbox"/>					
OR Provide details of work to be carried out (in field below):					
CLIENT DETAILS:					
Name(s):					
Postal Address:					
Email:					
BUILDING FIRM DETAILS (if applicable):					
Name:					
Email:					
ACKNOWLEDGEMENT AND REPRESENTATION					
<p>This Application Form is part of the Guarantee. The Client and /or Building Firm must not sign below unless they have received and read the Guarantee, including the Definitions and Terms & Conditions of the Guarantee. By signing, the Client and/or Building Firm acknowledges and represents that they have been given a copy of and have read the Guarantee and accepts the Terms and Conditions set out in the Guarantee.</p> <p>The Client and/or Building Firm and the Master Painter acknowledge and represent that all details included in this Application Form are true and correct and that there are no pending claims or unresolved disputes between the Client and/or Building Firm and the Master Painter.</p>					
Signed by the Master Painter: (or authorised signatory)				Date:	
Signed by the Client(s): (each Owner or Trustee must sign)				Date:	
Signed by the Building Firm: (or authorised signatory)				Date:	
CHECKLIST					
Contract Attached?		Yes <input type="checkbox"/>		Scope of Works Attached?	
				Yes <input type="checkbox"/>	
Product List Attached?		Yes <input type="checkbox"/>			
Please email this application and supporting documents to accounts@masterpainters.nz or post to : Master Painters Services PO Box 40355 Upper Hutt					



- Exterior and Interior Premium Lines
- Professional Exterior and Interior Lines
 - Acratex Elastomeric*
 - *not for weather tightness.
- A full list is available within the MPANZ Website.



- Premium Range Exterior and Interior
- Decorator Range Exterior and Interior
 - X-200*
 - *not for weather tightness.
- A full list is available within the MPANZ Website.



- Premium Ranges Exterior and Interior
 - Tradex Exterior and Interior
 - Interior Design Range
 - *not for weather tightness.
- A full list is available within the MPANZ Website.

Guarantee Terms and Conditions

Approval of Application and Acceptance of Guarantee

1. MPS will consider any Application and, in its discretion, may approve (Approval) or decline the Application, including a Late Application. Approval of Application does not constitute Acceptance of Guarantee.
 - 1.1. Upon Approval a notice of Approval of the Application and a notice of Practical Completion will be sent to the Client and Master Painter, for submission at Practical Completion.
2. **No Guarantee will be Approved or Accepted where the Application is received by MPS after the completion of the Works.**
3. Receipt or banking of the Application fee will not constitute Approval by MPS of the Guarantee.
4. MPS will consider any notice of Practical Completion received and, in its discretion, may accept (Acceptance) or reject (Rejection) the Approved Application
 - 4.1. The date the Guarantee comes into force (the date of Acceptance) will be the Practical Completion Date as defined in clauses 5 to 9.
 - 4.2. Upon Acceptance of the Guarantee a notice of Acceptance of the Guarantee will be sent to the Client and the Master Painter.

Practical Completion

5. Guarantees are issued by MPS on the condition that there will be a Practical Completion Date within 1 year of the date of Approval of the Application.
6. The Master Painter **OR** the Client will send MPS notice that Practical Completion has occurred and specifying the date that it occurred.
7. If the notice of Practical Completion has not been received by MPS within the lesser of either 1 year from the date of Approval or 3 months from the estimated end date in the Application, then the Approved Application will be rejected.
8. If MPS has received a notice of Practical Completion under clause 6, but does not accept that the Practical Completion date specified therein is correct, then MPS may (at its discretion) adopt an alternative deemed Practical Completion Date being the date MPS considers the Works achieved Practical Completion.
9. Such a deemed Practical Completion Date may (at MPS's discretion) be altered if a notice of Practical Completion is subsequently received by MPS from the Master Painter or from the Client.

Cancellation of Application or Guarantee

10. Approved Applications will be cancelled by MPS when;
 - 10.1. the Client or the Master Painter validly terminates the Contract; or
 - 10.2. the Client has provided any false or misleading information, in the Guarantee Application; or
 - 10.3. the Client has not made payment to the Master Painter in accordance with the Contract;
11. Accepted Guarantees will be cancelled by MPS when;
 - 11.1. the Client undertakes any remedial work including the repair of any Defect, or engages another painter or contractor to undertake any remedial work without the prior written consent of MPS; or
 - 11.2. the Client has not made payment to the Master Painter in accordance with the Contract; or
 - 11.3. the Client has provided any false or misleading information, in either the Guarantee Application Form or the Request for Transfer; or
 - 11.4. the Client has made a false or misleading claim or notification under the Guarantee.

Limitation of Liability

12. The **maximum aggregate cover for the Commercial Building Workmanship Warranty** (the total of all claims under one guarantee) by MPS in respect to all claims under the Guarantee is limited to **\$60,000.00 (including GST), or the Contract Price, whichever is the lesser**.
13. It is common for the subject of the Contract to be for works being carried out at more than one dwelling or over multiple units. However, this Guarantee will apply to works being carried out **at one dwelling or unit only**. Therefore for an entire complex to be covered each unit would require its own Guarantee, if in doubt the MPA Member must seek approval prior to making an offer in respect to this Guarantee.
14. **Exterior Height Restriction** applies, which means that for exterior work the Guarantee only covers to a maximum height of three stories, unless specifically approved by Master Painters Services Ltd.
15. The Guarantee applies to the contract as provided with this application. Further works at the same dwelling, under a separate contract will require a separate Guarantee.
16. Except as otherwise stated in these Terms and Conditions, the Guarantee shall terminate and be of no further effect at the date of the expiry of five years from the date of Acceptance (Termination Date).
 - 16.1. Remedial work will not extend this Termination Date.
 - 16.2. Any transfer of the Guarantee will not extend this Termination Date.

What is covered by the Guarantee

17. **If the original contractor is no longer trading, then the following applies;**
18. **Defect in Materials and Defect in Workmanship cover**, that applies from the date of Acceptance up to and including the fifth anniversary of that date.
 - 18.1. **Defect in Materials** means a substantial failure of any materials prematurely, having regard to recognised trade practice. Where there is a manufacturer or supplier warranty or guarantee on materials, the Client must make a claim on such warranty or guarantee first.
 - 18.2. **Defect in Workmanship** means a Defect from any failure by the Master Painter to comply with:
 - 18.2.1. the Contract; or
 - 18.2.2. regard to relevant trade practices and standards; or
 - 18.2.3. any relevant instruction or recommendation given by the manufacturer or supplier.

The Guarantee Does NOT Cover

19. The Guarantee does not cover and MPS shall not be liable for any:
 - 19.1. **Matters or claims where the Client is either the Master Painter or is an Associate** of the Master Painter.
 - 19.2. **Matters or claims covered by insurance** (including home and contents insurance and/or professional indemnity insurance).
 - 19.3. **Consequential Damage or Consequential Loss**.
 - 19.4. **Any damage or Defect arising from a problem with the condition of the substrate** which was notified by the Master Painter in writing to the client and which the client elected not to alter.
 - 19.5. **Damage or Defect that should have been avoided or resultant from normal wear and tear** (including damage or deterioration that could reasonably have been minimised or avoided by the Client by reasonable, regular and thorough inspections and maintenance by the Client).
 - 19.6. **Damage or Defect beyond the reasonable control of the Master Painter** (including condensation, shrinkage, contraction or expansion of any material, and act of God.)
 - 19.7. **Matters or claims that are not the Master Painter's responsibility** (including work or materials outside the Contract OR arranged by and/or paid for directly by the Client).
 - 19.8. **Any damage or Defect of product that not an Approved Product**.
 - 19.9. **Unavoidable aesthetic variance** (including aesthetic variance due to it being not reasonably practicable to match materials).
 - 19.10. **Agreed deviations** (where any Client and Master Painter agree to deviate from the Contract, and/or agree to deviate with regard to relevant trade practices and standards for the Works).

- 19.11. **Colour consistency of coatings especially roof coatings** as these are subject to significant environmental impacts. The consistency of the overall coating is covered only.
- 19.12. **Solvent and waterbased enamels are only covered for a period of 2 Years**
- 19.13. **Waterproofing or weathertight coatings and membranes** are not covered other than for there decorative aspects.
- 19.14. **Roof Coatings either new or repaint** are not covered
- 19.15. **Stains and woodcare products** are not covered
- 19.16. **Chipping or cracking** due to external forces such as banging, scraping, scratching, movement in the joinery & substrate, timber splitting along the grain, timber splitting in general etc.
- 19.17. Delamination of previously applied paint systems and/or primer applications UNDER the current warranted application system.
- 19.18. **Failure to clean painted surfaces** on a regular basis which reduces applied coating life, allowing mould and lichen build up that penetrates coatings causing premature breakdown of applied systems. (Exterior applied systems must be cleaned once every 12 months with evidence to that effect. For high exposure to sea air contamination, recommendation is twice per annum)
- 19.19. **Cracking in window & door joinery** where timber expansion and shrinkage associated with external atmospheric moisture variances occur, along with temperature variances and associated flexing stresses, and additional movement stresses are imposed on the joinery timber substrate and applied coatings. (Shrinkage cracks between overlapping weatherboards due the aforementioned elements and associated effects)
- 19.20. **Where dark based colours** have been applied and exposed to intense sunlight and heat which amplifies heat stress to the applied dark paint application and timber substrate, leading to accelerated deterioration of the applied application and advanced delamination issues.
- 19.21. **All tread areas** (steps, crossovers, decks, ramps etc.)
- 19.22. **Substrate** damaged by flooding or moisture penetration.
- 19.23. **Any areas damaged** by excessive heat or fire or graffiti.
- 19.24. **Areas that have existing rust** are excluded. Rust treatment of these areas will not prevent future rust developing and will not stop treated rust from reoccurring.
- 19.25. **Areas that develop rust are excluded.** Standard paint applications will not prevent rust from developing.
- 19.26. **Rust Leaching** due to hardware, nail, screw, soaker (other metal fixings/fittings) deterioration and subject to moisture exposure and corrosion, and/or corrosion spotting resultant from metal powder, grindings and deposits (iron sand deposits etc.)
- 19.27. **Colours** having a light reflective value (L.R.V.) less than 40% cannot be warranted.
- 19.28. **Epoxy Filler Mounding** – due to timber shrinkage and epoxy resistance to shrinkage, and current certification standards regarding filler types etc., mounding of epoxy fillers is exempted from warranty rectification.

APPLICATION DETERIORATION AND PERFORMANCE EXPECTATIONS:

Expected Paint Erosion/ Oxidisation/ Shedding. All applied paints will erode at differing levels depending on level of exposure on exterior surfaces and angle of exposure to environmental elements.

Film Build variances: This can vary depending on system of application implemented. Therefore, an average film build measurement should apply across the measured surface (eg with brush application, filament disbursement will create a trough and peak profile, that must be averaged to assess overall application thickness etc.) Manufacturers provide an expected meter per litre rate to give appropriate film build per coat.

Epoxy Fillers In Timber: Larger penetrations normally require Epoxy fillers to comply with current building code practices and certification. Timber will almost always shrink in dry conditions, but the epoxy Does Not Shrink, which almost invariably leads to varying levels of “visual mounding”. This eventual visual mounding is an integral expectation associated with current recommended trade practice and we do NOT warrant to future readjustment to eliminate this visual by product.

Warranty will NOT apply if full and final payment was not received.

Client to Lodge a Claim

20. MPS is not required to take any steps in relation to any notification or communication from the Client until the Client has, in the reasonable opinion of MPS, taken all reasonable steps to induce the Master Painter to make good the Defect.
21. Notwithstanding any agreement between the Master Painter and Client to rectify the Defect, unless the Master Painter has completed all the remedial work, **the Client must notify MPS no later than 30 days** after the date on which the Client became aware or should have become aware of this matter; and **lodge a claim with MPS on the prescribed MPS claim application form** signed by the Client, no later than 14 days after the date on which the Client first notified MPS.
22. Where MPS has been notified but the Client does not lodge a claim within 14 days of notification, MPS shall not be liable for any existing or future claims in regard to the matters notified.

Claim Under Defect in Materials, Defect in Workmanship

23. MPS shall assess and/or investigate the lodged claim and where the lodged claim appears valid shall instruct the Master Painter (if applicable) to make good the Defect within a timeframe or any extension as set by MPS.
24. Where the Master Painter is unwilling or unable to comply with the instruction, MPS may accept the claim.
25. MPS's assessment and/or investigation of a lodged claim is for MPS's benefit only and is solely for the purpose of determining whether the lodged claim appears to be valid. MPS shall not be liable, whether in contract, tort or otherwise, for any matter relating to or arising out of its investigation, save for its liability under the Guarantee.
26. A lodged claim shall be taken as having been accepted or declined when the acceptance or declinature has been communicated in writing to the Client.
27. As a condition of MPS accepting a claim, the Client shall upon request assign to MPS all of their rights and remedies against any party or person connected with the Works, whether or not a party to the Contract. MPS may take any steps to enforce such rights and remedies. Further, **the Client shall give MPS all assistance that it might reasonably require.**
28. MPS may (at its discretion) decide whether to repair or replace a Defect. Where the cost to remedy any Defect is, in the opinion of MPS, out of all proportion to the loss or damage to the Client, then MPS may, in its discretion, pay the reasonable value of the repair or replacement to the Client in lieu of MPS remedying the Defect or assisting the Client to select a replacement Master Painter.
29. The method and manner of any remedial work undertaken under this Guarantee shall be at the discretion of MPS.

Provision of All Relevant Information and Access

30. The Client must allow MPS, its inspectors and the Master Painter or any replacement Master Painter access to inspect the Works and to undertake any agreed remedial work at any reasonable times.
31. The Client and the Master Painter each are obliged to assist MPS by providing access to and/or copies of all relevant documentation that may be required by MPS to enable MPS to assess and/or meet its obligations under the Guarantee.
32. If any failure by the Client to comply with these Terms and Conditions prejudices the ability of MPS to deal efficiently or economically with a claim or the underlying Defect, then MPS may (at its discretion), decline the claim in whole or in part, even where the claim has previously been accepted.

Transfer of the Guarantee

33. The Guarantee is transferable upon the sale of the Residential Property where:
 - 33.1. the Guarantee has not been Cancelled or reached Termination Date; and
 - 33.2. the Client of the Guarantee is the seller of the Residential Property; and
 - 33.3. a Request for Transfer Form has been received by MPS within 90 days after settlement of the sale of the Residential Property.
34. The Transferee shall be deemed to have made a full inspection of the Residential Property prior to purchase and acknowledges that MPS will not be liable for any Defects that in its opinion were reasonably discoverable.
35. A Request for Transfer Form must be accompanied by (at MPS's discretion):
 - 35.1. a copy of the relevant Sale and Purchase Agreement; and an administration fee
36. Receipt or banking of the administration fee will not constitute approval by MPS of the Request for Transfer.
37. A Request for Transfer Form is subject to approval by MPS which may (at its discretion) approve or decline a transfer.
38. Where MPS declines a transfer, the administration fee will be refunded.

No Agency

39. The Master Painter is not an agent of MPS in relation to this Guarantee (including in relation to any investigation and/or any remedial work). Except as is expressly provided in this document, MPS shall not be bound by or liable for (whether in contract, tort or otherwise) any statement or act or omission by the Master Painter. No statement or claim or notice made by the Client to the Master Painter is to be construed as having been made to MPS.
40. From time to time MPS may appoint an inspector in relation to this Guarantee (including providing some particular assistance in relation to any investigation and/or any dispute and/or any remedial work). MPS shall not be bound by or liable (whether in contract, tort or otherwise) for any statement or recommendation or act or omission made by any such inspector in such context. No statement or claim or notice made by the Client to any such inspector is to be construed as having been made to MPS.

Disputes

41. Where there is a dispute between the Client and the Master Painter (or replacement Master Painter where applicable) in respect of their rights and obligations under the Contract, MPS is entitled to require that dispute be resolved prior to a claim being accepted or declined by MPS.
42. If the Client disputes a decision by MPS to decline a claim (in whole, or in part), then the Client must send notice of the dispute to MPS within 21 days of having been advised of MPS's decision.
43. If the Client duly notifies MPS of such a dispute, then the Client and MPS will, in good faith, communicate in an attempt to resolve the dispute.
44. If the dispute (as referred to above) is not resolved between the parties within 21 days of the Client's notice to MPS of the dispute, then either party may notify the other that they request that the dispute be referred to mediation. The other party will consider such request in good faith and will not arbitrarily refuse such a request.
45. If the dispute (as referred to above) is not resolved between the parties within 42 days of the Client's notice to MPS of the dispute (or, within 21 days of the conclusion of the mediation process, if the parties participate in a mediation), then either party may notify the other that they request that the dispute be referred to arbitration (under the Arbitration Act 1996). The other party will consider such request in good faith and will not arbitrarily refuse such a request.
46. If the parties cannot agree on the mediator or the arbitrator, then the mediator or arbitrator shall be appointed by the current President of the Arbitrators and Mediators Institute of New Zealand.
47. MPS shall have the right, in advance of any dispute resolution process, to re-inspect any Works which is the subject of the dispute.

Notices

48. Any notice by MPS to the Client or to the Master Painter shall be deemed to be sufficiently given if it is handed to the Client or the Master Painter or delivered to their postal addresses provided to MPS in the Guarantee Application Form or is sent to the email address provided to MPS in the Guarantee Application Form. Where no postal address is provided, the notice may be delivered to the last known place of residence or business or office. Any notice by the Client or the Master Painter to MPS shall be deemed to be sufficiently given if delivered to MPS, 7c Gibbons Street, Upper Hutt.

No Waiver

49. No failure or delay on the part of MPS in enforcing any of its rights or remedies under the Guarantee shall constitute a waiver of that right or remedy.

Guarantee Booklet

50. All the documents in this booklet form part of the Guarantee. In the event of any conflict between these documents, then the Terms and Conditions shall prevail.

REQUEST FOR TRANSFER FORM

YOU MUST READ: The clauses relating to the Transfer of the Guarantee's Terms and Conditions

- This is a Request for Transfer only and is not an offer to transfer the Guarantee.
- The Transferee should read all the Terms and Conditions of the Guarantee prior to completing and signing this application.
- The following documents are required to process this transfer:
 - a copy of the Sale and Purchase Agreement;
 - this Request for Transfer Form completed by the new Client.
- Please fill in all applicable areas. *(Please print clearly)*

REQUEST FOR TRANSFER FOR:

Guarantee Number:

Residential Property Address:

TRANSFeree

The Transferee warrants that all the following information is true and correct in each and every particular, and acknowledges that any omission or misrepresentation shall result in the transfer being declined, or if discovered after a transfer has already been approved, the Guarantee will be cancelled.

- I the undersigned Transferee hereby confirm that I am the new Owner of the Residential Property specified by the Guarantee Number above.
- I hereby certify that I have no knowledge of any existing damage or Defect to the Residential Property that may give rise to a claim on the Guarantee.
- I hereby acknowledge acceptance of all the Terms and Conditions of the Guarantee.

Transferee Name(s): *(please list all Owners or Trustees)*

Trust Name: *(if applicable)*

Postal Address:

Phone:

Email:

Signed by the Transferee(s): *(each new Owner or Trustee must sign)*

Owner 1:

Date:

Owner 2:

Date:

Other Owners:

Date:

PAYMENT

Total Fee Paid: \$

To Master Painters Services, Bank Account No 03 0502 0352049 00

Please email this application and supporting documents to: accounts@masterpainters.nz



Guarantee Waiver

OPPORTUNITY TO APPLY FOR A MASTER PAINTERS GUARANTEE DECLINED

By completing this form the Owner acknowledges that they waive all rights to a Master Painters Guarantee.

The Owner acknowledges that any responsibility for remediation of Defects in Workmanship and Materials is in no way the responsibility of Master Painters Services Limited or of the Master Painters New Zealand Assn Inc.

REGISTERED MASTER PAINTER:

Name:

Rego No:

DWELLING or WORKS:

Address/Location:

CONTRACTED WORK

New Home ☐

Rework ☐

Interior ☐

Exterior ☐

Relates to Contract dated:

OWNER OF THE DWELLING/WORKS:

Name(s): (Please list all Owners or Trustees)

Postal Address:

Phone:

Email:

Send notifications to: Email: ☐ Postal: ☐

ACKNOWLEDGEMENT AND REPRESENTATION:

By signing, the Owner acknowledges and represents that they have been given or offered a copy of the Master Painters Guarantee and have chosen not to pursue their rights in applying for protection for the above Dwelling or Works as provided by a Master Painters Guarantee.

The Painting Contractor acknowledges that he/it will promptly forward a copy of this waiver to Master Painters Services (email accounts@masterpainters.nz)



Signed by the Registered Master Painter:
(or authorised signatory)

Date:



Signed by the Owner(s):
(each Owner or Trustee must sign)

Date: