# Contractor and Vendor Engagement Terms

*Niche FM Consulting Limited | Version 1.0 | Effective 20 August 2026*

These terms apply to contractors, suppliers and vendors engaged by Niche FM. They are not our client terms: the Niche FM Terms of Trade govern the services Niche FM supplies to its clients. Where a signed contract or supply agreement is in place, that agreement prevails. Read these terms before you accept an order, and keep a copy.

## 1. How we engage you

1.1 Niche FM Consulting Limited (Niche FM) engages contractors and vendors in two ways. Most often as agent for a client who owns or manages the property, sometimes directly for our own purposes. The order tells you which.

1.2 Where an order is issued on behalf of a client, the contract for the work is between you and that client. Niche FM acts as the client's agent and administers the order, the invoicing and the payment.

1.3 These terms are separate from the Niche FM Terms of Trade, which govern the services Niche FM supplies to its clients. Those terms do not set your payment terms. These terms do.

## 2. Acceptance and precedence

2.1 Accepting an order, or starting the work, means you accept these terms.

2.2 Your quotation, invoice or standard terms of trade do not apply unless Niche FM accepts them expressly in writing. Attaching them to a quote, or printing them on an invoice, is not acceptance.

2.3 Where documents conflict, the order of precedence is: first, a signed contract or supply agreement; second, terms specific to the order; third, these terms. These terms are the default where nothing else has been agreed in writing.

2.4 Nothing in these terms cuts across a head contract between you and a client, or a management agreement between Niche FM and a client.

## 3. Orders

3.1 Work is issued to you as a numbered order. Do not start work until you have accepted that order. Work carried out without a valid order, or before the order has been accepted, is at your own cost, subject to clauses 3.3 and 6.3.

3.2 Orders are issued in one of two ways.

- Through our job management system, for work at a client site we manage. You receive the order by email and accept it using the accept link. Your acceptance is recorded and time stamped.
- By email, where that system is not used for the engagement. This covers work Niche FM engages you for directly, and work we subcontract on a project we are managing. An email order comes from an authorised Niche FM person and carries an order number, the billing address and a link to these terms. Accept it by replying in writing before you start.

3.3 Emergency exception. Where there is an immediate risk to people, the building or its occupants, or the building has been left insecure, for example a broken window, a broken door or a door that will not close, and there is no time to raise an order, take the steps needed to make the situation safe and secure and contact us at once. We will raise an order to cover that work as soon as practicable. This exception covers making safe and secure only, not the full repair.

3.4 If you cannot accept an order, or you disagree with anything in it, contact the person who issued it or your usual Niche FM contact, and agree how to proceed before you start.

3.5 Every order states the billing address. Address your invoice exactly as the order directs, quote the order number, and invoice one order per invoice unless the order says otherwise. Where we engage you as agent for a client, the billing address takes this form: Client Name Ltd C/- Niche FM Consulting Ltd, PO Box 265, Rangiora 7440.

3.6 An invoice that does not quote a valid order number, or does not use the billing address stated on the order, is not valid and will be returned. We will tell you why. Where an invoice is also a payment claim under the Construction Contracts Act 2002, clause 7.2 applies as well as this clause. Send invoices to accounts@nichefm.co.nz.

3.7 Orders fall into three categories: planned or scheduled maintenance, reactive maintenance, and projects. Order number prefixes vary by client. The category is shown on the order.

## 4. When to invoice

| Order category | When you may invoice |
|---|---|
| Planned or scheduled maintenance | After each scheduled service or visit has been carried out. Invoice in the month the work is done. |
| Reactive maintenance | After the job is complete, and no later than 30 days after completion. |
| Projects | After the work is complete. Where the order records a stage payment schedule agreed in writing before work started, you may invoice each stage as that schedule allows. |

4.1 Invoice promptly. We may query an invoice that reaches us more than 30 days after the work was completed before we pay it.

## 5. Payment

5.1 We pay validly rendered invoices on the 20th of the month. To be paid on the 20th, your invoice must reach us by the 5th of that same month. An invoice that reaches us after the 5th is paid on the 20th of the following month. We close invoicing on the 5th so each client's costs can be reported and approved before funds are released. Where the order is issued on behalf of a client, we make the payment as that client's agent.

5.2 Some clients and sites run a different timetable, and where they do it applies instead of clause 5.1. It will be stated in the order, in your vendor acknowledgement letter, or in a signed agreement. It may require your invoice earlier than the 5th, and it may pay earlier than the 20th.

5.3 Where the 5th or the 20th falls on a weekend or a public holiday, the next working day applies. An invoice that reaches us after 5pm, or on a day that is not a working day, is treated as received on the next working day.

5.4 If a payment will be late for any reason, we will tell you before the due date.

5.5 Every invoice is checked and approved by the Niche FM person responsible for the work before it is released for payment. This is a verification against what was actually done, not an administrative step.

5.6 An invoice is **validly rendered** only when all of the following are true:

- the work it covers is complete, or a stage is complete and the order records a stage payment schedule that allows you to invoice that stage;
- it quotes a valid order number and uses the billing address stated on the order; and
- any compliance documentation and completion evidence the order requires has been provided.

5.7 Send your completion evidence with the invoice rather than waiting to be asked. Photographs, service reports, test results, certificates or a short completion note let us verify the work without having to inspect it, and that is the fastest route to approval. Evidence we have to chase delays verification, and delays payment.

5.8 An invoice issued before the work it covers is complete is not validly rendered. We will tell you and return it. The timetable in clause 5.1 then runs from the date we receive a corrected, validly rendered invoice. Returning an invoice is not a payment schedule: where the invoice is also a payment claim under the Construction Contracts Act 2002, clause 7.2 applies as well as this clause.

5.9 All prices are exclusive of GST unless expressly stated otherwise. Where you are registered for GST, your invoice must carry the taxable supply information the Goods and Services Tax Act 1985 requires.

5.10 We pay by direct credit to the account recorded on your set-up form. Notify any change to your bank account details separately in writing, never on an invoice. We confirm every change by phone with a contact already held on file before any payment is made, whatever supporting documentation is provided.

## 6. Variations and instructions

6.1 A variation is payable where an authorised Niche FM person has approved it in writing before the work is done. Written approval includes an amended order, an email or a text message. Work done under clause 3.3 to make a situation safe or secure is also payable, once an order is raised to cover it.

6.2 A verbal instruction on its own does not create a payment obligation. Where you are instructed verbally, ask for it in writing before you proceed.

6.3 Where a person acting within their delegated authority has approved work in writing but no order has been raised or amended, that is our failure and it does not remove our obligation to pay you. Help us catch it at the time: ask for an order number, or ask for a note to be added against the job.

6.4 Niche FM staff hold delegated authority limits. An approval given outside those limits does not bind Niche FM or the client. If you are unsure the person instructing you holds the authority, ask before you proceed.

6.5 If you find work that needs doing beyond the order, stop, tell us, and wait for a varied or new order.

## 7. Disputed invoices

7.1 Where we dispute part of an invoice, the undisputed part is paid on the timetable in clause 5.1 and the balance is held until the dispute is resolved. A dispute about part of an invoice does not make the rest of it invalid.

7.2 Where the work is construction work and your invoice is a payment claim under the Construction Contracts Act 2002, a payment schedule will be issued in response by the earlier of the due date for payment under clause 5.1 and 20 working days after receipt, or any shorter period a signed agreement requires. It will state the amount to be paid and the reason for any difference. Where we engage you as agent for a client, that client is the payer and the payment schedule is issued by, or on behalf of, that client.

7.3 Nothing in these terms limits your rights or ours under the Construction Contracts Act 2002. Where these terms conflict with that Act, the Act prevails.

7.4 Compliance documentation, producer statements, certificates, test and tag records, warranties and as-built information must not be withheld as leverage in a payment dispute. Where the order requires them, the work is not complete until they have been provided.

## 8. Health and safety, insurance and compliance

8.1 You are a PCBU under the Health and Safety at Work Act 2015. So is Niche FM. Our duties overlap, and we are both required to consult, cooperate and coordinate with each other.

8.2 Before work starts, complete any site induction required, read the hazard information on the order, follow the site rules, and have your job start documentation in place: a job safety analysis, site specific safety plan or safe work method

statement, as the work requires. Where we ask for it, provide that documentation to Niche FM for review and approval before work starts. Keep your own copy, because we may ask for it after the work as well.

8.3 Some sites use an electronic sign in and sign out system, for example ControlPoint. Where a site does, sign in on arrival, read and understand the risks it presents to you, and sign out when you leave. You will be told at onboarding which sites this applies to, and you are responsible for passing that on to everyone you send to site.

8.4 Where the site requires a permit, or requires a building service to be isolated, do not begin until the permit is issued and the isolation is authorised by the person the site nominates.

8.5 Tell us immediately about any notifiable event, incident, injury or near miss on a site we manage. Telling us does not replace your own duty to notify WorkSafe and preserve the site under the Health and Safety at Work Act 2015.

8.6 Cooperate with any investigation into an incident on a site we manage, and provide the records we ask for. That includes health and safety records, job start documentation, training and competency records, plant and equipment records, and records relating to the work itself.

8.7 Maintain current insurance appropriate to the work. Public liability cover of at least $2 million is required. Professional indemnity is required where you provide advice, design or consultancy, at a level appropriate to the work, and motor vehicle liability where vehicles are used. We may accept a lower level of cover for low risk work, but only where we confirm that in writing. Send evidence to property@nichefm.co.nz on request and at each renewal.

8.8 You are responsible for your own people and subcontractors, including their health and safety, competence and payment. Nothing in these terms transfers or limits a duty either of us owes under the Health and Safety at Work Act 2015.

## 9. Keeping your details current

9.1 Tell us within five working days if any of these change: insurance cover or expiry; health and safety prequalification status; bank account details; company name, ownership, NZBN or GST registration; key contact or work order email. Tell us as well if WorkSafe opens an investigation into your business.

9.2 We hold your company details, contacts, insurance and health and safety records in our contractor management system, and share them with the client whose site you work on. We handle personal information under the Privacy Act 2020.

## 10. Version and effective date

10.1 Each order is governed by the version of these terms current at the date of the order. The version and effective date appear on the front of this document. Superseded versions are available on request.

10.2 These terms are published on the Niche FM website alongside the Niche FM Terms of Trade. Updates apply to orders issued after the new version takes effect.

## 11. Governing law

11.1 These terms, and any order issued under them, are governed by New Zealand law, and the New Zealand courts have jurisdiction. Nothing in this clause affects your right, or ours, to refer a dispute to adjudication under the Construction Contracts Act 2002.