

Pergola Guru Ltd

Terms & Conditions and Warranty Policy

Last Updated: August 2026

These Terms & Conditions apply to products and services supplied by **Pergola Guru Ltd** ("Pergola Guru", "we", "us" or "our") to customers ("you" or "the customer").

Our services include the supply and/or installation of **canopies, pergolas, louvre roof systems, carports, gates, fencing and related outdoor structures and accessories**.

By accepting our quotation, paying a deposit, confirming an order, or instructing us to proceed with the work, you agree to these Terms & Conditions together with the specific terms stated in your quotation.

1. Quotations

1.1 All quotations are based on the information, measurements, photographs, drawings and requirements available to us at the time of quotation.

1.2 A quotation is valid for the period stated on the quotation. If no validity period is stated, we reserve the right to review the quotation if there are significant changes in material, supplier or other costs before the order is confirmed.

1.3 A quotation covers only the products and services specifically listed in the quotation.

1.4 Any additional work, materials, posts, foundations, electrical work, drainage, demolition, removal of existing structures, council requirements or other items not specifically included in the quotation may be charged separately.

1.5 Measurements may be subject to final site verification before manufacturing or installation.

1.6 Where site conditions differ from the information provided to us, additional work or costs may apply. We will discuss significant additional costs with the customer before proceeding where reasonably practicable.

2. Acceptance of Quotation

2.1 The customer may accept a quotation electronically, in writing, by email, by text message or by paying the required deposit.

2.2 Once the quotation is accepted and/or the deposit is paid, the job may be placed into our production and installation schedule.

2.3 Once materials have been ordered, manufactured or specially prepared for the customer's project, cancellation may result in costs being payable by the customer.

3. Deposit and Payment

3.1 Unless otherwise stated on the quotation, our standard payment arrangement is:

- **50% deposit** to confirm the job and commence preparation/manufacturing; and
- **50% final payment** upon completion of the installation.

3.2 The final payment is due when the agreed work has been completed, subject to any rights the customer may have under applicable New Zealand law.

3.3 If additional work or variations are requested, these may be invoiced separately.

3.4 We reserve the right to delay manufacturing or installation where the required deposit or other agreed payment has not been received.

3.5 If payment is overdue, we may suspend further work until payment is received.

4. Installation and Site Access

4.1 The customer must provide reasonable and safe access to the property for our employees, contractors and installers.

4.2 The customer is responsible for informing us of any known underground services, cables, pipes, drainage, irrigation, electrical services or other hidden services located in or around the installation area.

4.3 Unless specifically included in the quotation, we are not responsible for locating underground services.

4.4 The customer must ensure that the installation area is reasonably accessible and ready for installation.

4.5 Where access, site conditions or preparation are inadequate, we may need to reschedule the installation and additional costs may apply where applicable.

4.6 The customer must ensure that any required approvals, consents or permissions are obtained unless the quotation specifically states that Pergola Guru Ltd is responsible for obtaining them.

5. Existing Structures and Services

5.1 Unless specifically stated in the quotation, removal of existing structures, roofing, blinds, fencing, concrete, electrical equipment, plumbing, drainage or other structures is not included.

5.2 Where existing structures or services need to be modified, removed or relocated, this may be treated as additional work.

5.3 We are not responsible for damage to concealed or previously defective structures or services that could not reasonably have been identified before installation.

6. Site Conditions

6.1 Installation prices are based on reasonably accessible and suitable site conditions.

6.2 Additional costs may apply where unexpected conditions are encountered, including but not limited to:

- difficult ground conditions;
- unsuitable foundations;
- hidden concrete or steel;
- underground services;
- structural issues;
- damaged existing structures;
- restricted access;
- unusual fixing requirements; or
- additional engineering or structural requirements.

6.3 Where additional work is required, we will communicate the issue with the customer and, where reasonably practicable, obtain approval before proceeding.

7. Colours and Materials

7.1 Aluminium, polycarbonate, roofing, powder coating and other materials may have normal manufacturing variations.

7.2 Colours shown on screens, photographs, brochures or digital samples may differ slightly from the actual product.

7.3 Customers are responsible for confirming their selected colours and materials before manufacturing.

7.4 Once materials have been manufactured or ordered specifically for the customer, changes may result in additional costs.

7.5 Minor variations in colour, texture, finish, thickness and appearance that are within normal manufacturing tolerances are not considered workmanship defects.

8. Weather and Installation Delays

8.1 Installation dates are estimates and may be affected by weather, supplier delays, manufacturing delays, material availability, site readiness, access issues, staff availability or circumstances outside our reasonable control.

8.2 Outdoor construction and installation may be delayed by rain, high winds or other unsafe weather conditions.

8.3 We may reschedule an installation where weather or site conditions make it unsafe or impractical to proceed.

8.4 We will make reasonable efforts to keep customers informed of significant scheduling changes.

9. Variations and Additional Work

9.1 Any changes requested by the customer after acceptance of the quotation may be treated as a variation.

9.2 Variations may include changes to:

- size;
- colour;
- materials;
- design;
- posts;
- roofing;
- louvre systems;
- gates;
- fencing;
- electrical requirements;
- foundations;
- drainage;

- access;
- installation method; or
- any other part of the agreed work.

9.3 Additional costs resulting from approved variations will be payable by the customer.

10. Warranty

10.1 Manufacturer/Supplier Product Warranty – 10 Years

Where stated in the quotation, Pergola Guru Ltd provides a **10-year manufacturer/supplier product warranty** on applicable products and materials.

This 10-year warranty is a **manufacturer/supplier warranty** and is subject to the relevant manufacturer's or supplier's warranty terms, conditions, exclusions and limitations.

The 10-year warranty relates to eligible product/material defects covered by the applicable manufacturer or supplier warranty.

The manufacturer's or supplier's warranty does not automatically cover installation workmanship.

Where a product issue is suspected to be covered by the manufacturer's warranty, Pergola Guru Ltd may assist the customer with the warranty claim and assessment process.

The final determination of a manufacturer/supplier warranty claim may be made by the relevant manufacturer or supplier.

10.2 Workmanship Warranty – 1 Year

Pergola Guru Ltd provides a **1-year workmanship warranty** from the date of practical completion of the relevant installation, subject to applicable New Zealand law.

The workmanship warranty covers defects directly caused by our installation workmanship.

Where a genuine workmanship defect is identified within the applicable warranty period, Pergola Guru Ltd will assess the issue and, where appropriate, repair or rectify the affected workmanship.

10.3 What the Workmanship Warranty Does Not Cover

The 1-year workmanship warranty does not cover normal wear and tear or damage caused by circumstances outside our workmanship.

Examples include:

- normal weathering;
- normal fading or discolouration;
- scratches or cosmetic damage occurring after installation;
- deterioration caused by normal exposure to sun, rain, wind or other weather;
- misuse or abuse;
- accidental damage;
- impact damage;
- vandalism;
- unauthorised modifications or alterations;
- damage caused by another contractor or tradesperson;
- failure to maintain or clean the product as recommended;
- damage caused by trees, branches, animals or other external objects;
- damage caused by natural events or extreme weather;
- movement or damage to the existing building or structure;
- subsidence or movement of the ground;
- damage caused by electrical work or other services not installed by us;
- damage caused by incorrect use;
- damage caused by failure to follow manufacturer's maintenance or operating instructions; or
- any issue specifically excluded under the relevant manufacturer's or supplier's warranty.

10.4 Supplier Warranty and Workmanship Warranty Are Separate

The **10-year manufacturer/supplier warranty and 1-year workmanship warranty are separate warranties.**

The manufacturer/supplier warranty relates to eligible product or material defects covered by the relevant supplier or manufacturer.

The workmanship warranty relates to workmanship performed by Pergola Guru Ltd.

A failure of a product or material does not automatically mean that the installation workmanship was defective.

Similarly, a workmanship issue is not automatically covered by the manufacturer's product warranty.

10.5 Warranty Claim Process

To make a warranty claim, the customer should contact Pergola Guru Ltd as soon as reasonably practicable after discovering the issue.

The customer may be asked to provide:

- photographs or videos;
- a description of the problem;
- the installation address;
- the date of installation;
- invoice or quotation details; and
- any other information reasonably required to assess the claim.

We may inspect the installation before determining whether the issue is covered by our workmanship warranty or a manufacturer's/supplier's warranty.

10.6 Warranty Repairs

Where a valid workmanship warranty claim is accepted, Pergola Guru Ltd will determine the appropriate remedy, which may include repair, adjustment, replacement of an affected component or other reasonable rectification.

Where a manufacturer/supplier warranty applies, the remedy will be subject to the relevant manufacturer's or supplier's warranty terms.

We will not be responsible for costs incurred by the customer in engaging another contractor to undertake warranty work without first giving Pergola Guru Ltd a reasonable opportunity to inspect and address the issue, except where otherwise required by law.

11. Maintenance

11.1 The customer is responsible for reasonable ongoing maintenance and care of the installed product.

11.2 Regular cleaning and maintenance should be carried out in accordance with the manufacturer's recommendations.

11.3 Failure to properly maintain the product may affect its appearance, performance and warranty coverage where permitted by the applicable warranty terms.

11.4 Moving parts, louvre systems, blinds, gates, locks, rollers, hinges and other mechanical components may require periodic maintenance.

12. Natural Movement and Existing Structures

12.1 Outdoor structures are exposed to changing temperatures, wind, rain, sunlight and other environmental conditions.

12.2 Minor movement, expansion, contraction or other changes caused by normal environmental conditions may occur.

12.3 Existing buildings, walls, fences, concrete and other structures may move, crack or settle independently of our installation.

12.4 We are not responsible for pre-existing defects or movement in existing structures unless specifically agreed otherwise.

13. Gates and Fencing

13.1 Gate and fencing installations are subject to site conditions, existing boundaries, ground levels and available access.

13.2 The customer is responsible for confirming the desired boundary location and design before installation.

13.3 Where the customer requests installation on or close to a boundary, the customer is responsible for ensuring that the proposed location is acceptable to them and that any required neighbour permissions, agreements or approvals are obtained.

13.4 Pergola Guru Ltd does not provide legal advice regarding property boundaries, easements or neighbour disputes.

14. Electrical Work

14.1 Unless specifically included in the quotation, electrical work is not included in our installation price.

14.2 Any electrical work required for louvre systems, lighting, blinds or other equipment must be completed by an appropriately qualified/licensed electrician where required.

14.3 We are not responsible for electrical faults, existing wiring or electrical work performed by others.

15. Council Consents and Approvals

15.1 The customer is responsible for ensuring that all required council approvals, building consents, resource consents, neighbour permissions or other approvals are obtained unless specifically included in our quotation.

15.2 We can provide information about the proposed structure and assist with information reasonably available to us, but the customer remains responsible for obtaining approvals unless otherwise agreed in writing.

15.3 The customer should confirm with the relevant council whether consent or approval is required for their particular project.

16. Customer Responsibilities

The customer must:

- provide accurate information about the project;
 - confirm measurements and design requirements where requested;
 - confirm colours and materials;
 - provide safe access;
 - ensure the installation area is ready;
 - disclose known underground services and site issues;
 - obtain required approvals unless otherwise agreed;
 - make payments when due; and
 - follow relevant product maintenance and operating instructions.
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17. Cancellation

17.1 The customer may request cancellation of an order before installation.

17.2 Where materials have already been ordered, manufactured or specially prepared for the customer, cancellation costs may apply.

17.3 Any refund or cancellation charge will be assessed according to the stage of the project, materials ordered, manufacturing completed, labour committed and other

reasonable costs incurred by Pergola Guru Ltd, subject to applicable New Zealand law.

17.4 Nothing in this clause limits any rights the customer may have under applicable consumer protection legislation.

18. Completion of Work

18.1 Installation is considered practically complete when the agreed work has been completed to a reasonable standard and any minor outstanding items do not prevent the structure from being used for its intended purpose.

18.2 Minor variations in appearance, colour, alignment or finish that fall within reasonable manufacturing or construction tolerances will not prevent practical completion.

18.3 The customer should inspect the completed work and notify us of any concerns as soon as reasonably practicable.

19. Complaints and Defects

19.1 If the customer believes there is a defect or problem with the work, the customer should contact Pergola Guru Ltd promptly and provide details of the issue.

19.2 We will assess the complaint and, where appropriate, arrange an inspection.

19.3 If a problem is found to be our responsibility, we will work with the customer to determine an appropriate remedy in accordance with these Terms & Conditions and applicable New Zealand law.

19.4 Customers should give Pergola Guru Ltd a reasonable opportunity to inspect and rectify any alleged defect before arranging third-party repair work, except where otherwise required by law.

20. Limitation of Liability

20.1 To the extent permitted by law, Pergola Guru Ltd will not be responsible for loss or damage caused by matters outside our reasonable control, including natural disasters, extreme weather, flooding, fire, impact, vandalism, ground movement, structural movement of existing buildings, or damage caused by third parties.

20.2 Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies that cannot legally be excluded, restricted or modified under New Zealand law.

21. Consumer Guarantees Act and New Zealand Law

21.1 These Terms & Conditions are subject to New Zealand law.

21.2 Where the **Consumer Guarantees Act 1993, Fair Trading Act 1986, Building Act 2004, Construction Contracts Act 2002** or any other applicable legislation provides rights or obligations that cannot legally be excluded, those rights and obligations will continue to apply.

21.3 Nothing in these Terms & Conditions is intended to remove or reduce any rights the customer has under applicable New Zealand law.

21.4 Where the law permits a business-to-business transaction to contract out of certain statutory provisions, any such contracting out will only apply where the legal requirements for doing so are satisfied and the agreement is made in writing.

22. Privacy

22.1 We may collect and use customer information reasonably required to provide quotations, manufacture products, arrange installation, process payments, communicate with customers and provide warranty or after-sales support.

22.2 Customer information will be handled in accordance with applicable New Zealand privacy laws.

23. Photographs and Project Images

23.1 With the customer's permission, Pergola Guru Ltd may photograph completed projects for portfolio, advertising, website and social media purposes.

23.2 Where a customer does not wish photographs of their property or project to be used for marketing purposes, they should notify us before or at the time of installation.

24. Changes to These Terms

24.1 Pergola Guru Ltd may update these Website Terms & Conditions from time to time.

24.2 The version applicable to a customer's project will generally be the version incorporated into or referred to by the quotation or agreement accepted by the customer.

24.3 Changes to website terms will not automatically alter an existing accepted contract unless agreed or permitted by law.

25. Contact

Pergola Guru Ltd

New Zealand

Website: pergolaguru.co.nz

For warranty claims, complaints, variations or questions regarding these Terms & Conditions, customers should contact Pergola Guru Ltd using the contact details provided on our website or quotation.

Warranty Summary

Warranty	Period	Covers
Manufacturer/Supplier Warranty	10 years	Eligible product/material defects covered by the relevant manufacturer's or supplier's warranty
Pergola Guru Workmanship Warranty	1 year	Defects directly caused by Pergola Guru Ltd's installation workmanship
Normal wear and tear	Not covered by workmanship warranty	Normal deterioration, fading, weathering and cosmetic changes
Misuse/accidental/external damage	Not covered by workmanship warranty	Damage caused by misuse, impact, alteration, third parties, extreme events or failure to maintain

Important: This warranty summary does not exclude or limit any rights or remedies that apply under New Zealand law.

Pergola Guru Ltd reserves the right to assess each warranty claim and determine whether the issue relates to product/material failure, workmanship, normal wear and tear, external damage, or another cause.