

# SUMMER 2024 NEWSLETTER

# Hi Everyone,

Welcome to our first Showerman Newsletter! Look out for a new issue each quarter to keep you up-to-date with the latest trends, beautiful shower inspiration, before and after renovations along with feedback from you - our valued customers.



We also want to say a massive thanks for your continued support and we look forward to working with you again this year.

# Follow us on Facebook @ "Showerman - Shower Manufacture & Installation"

# **R**Beautiful Showers: Made Simple

At Showerman our experienced staff will work with you to choose the perfect shower to fit your bathroom space, design and budget.

From standard acrylic shower units to fully custom made frameless glass, we manufacture a wide range of products and we make things simple for you.

We measure and manufacture your shower, we'll work together with builders, tilers and plumbers to ensure your shower goes into your build or renovation at the right time and our professional team of installers will bring your shower to site and professionally fit it.



# Your One Stop Shop For All Your Shower Needs

- \* We measure
- \* We manufacture
- \* We install

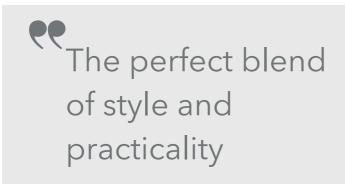
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# **PROJECT HIGHLIGHTS**

# A stunning Generation Homes show home featuring

- \* Frameless Slider Shower in Chrome
- \* Mirror (4mm with polished edges)







Create a feeling of space and luxury with a bespoke made to measure frameless glass door. Beautifully designed to complement your bathroom design. For enclosing the end of a tiled bathroom or alcove. Sliding or opening door options, with quality hardware fittings.



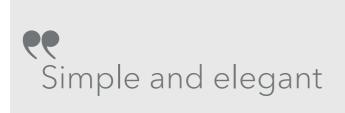
- Custom made to measure shower door to ensure the best fit for your bathroom space
- Opening or sliding door options
- Quality chrome or black hinges, handles and sliding door systems
- Manufactured with toughened 10mm safety glass
- Standard height 2000mm

# **PROJECT HIGHLIGHTS**

# A stunning GJ Gardner show home featuring

- \* Custom made to measure Frameless Glass Shower with quality chrome hinges and handle
- \* Manufactured with toughened 10mm safety glass







There's no denying that bathrooms are extremely important areas of your home. Bathrooms should not just be functional, they are the perfect opportunity to add your sense of style as well as creating a beautiful function space with a touch of luxury.





# **PROJECT HIGHLIGHTS**

# An elegant Flowerday Homes show home featuring

\* Spacious and practical Showerman shower with quality chrome hinges and handle

\* Mirror 4mm with polished edges



A beautiful product to be proud of



All about delivering quality and not losing sight of the personal touches





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# **BEFORE AND AFTER FEATURE**



# A stunning transformation at Devonport Road, Tauranga

- \* 1000mm curved shower with badly cracked tray
- \* Damaged floor replaced with treated ply, new Aqualine gib installed on walls and 1000mm 2-sided shower with moulded shelves and a chrome frame installed



**Replacement** 



# Shower Trends

In the dynamic world of home design, the bathroom has evolved far beyond its traditional role. It's now a key space for luxury and personal retreat. The bathroom is usually the smallest room in a house, but it can also be a haven if modelled well. Homeowners are choosing pieces that stand out, with finishes in brushed gold or matte black, and designs that are as much a work of art as they are practical.





# **VISIT OUR SHOWROOM**

Visit our Showroom 79 Newton Street Mount Maunganui

To view our range of...

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- Frameless Glass Showers & Doors
- Semi Frameless Shower on Tiles
- Corner Slider Shower
- Framed Shower on Tiles
- Freeform Shower Doors
- Frameless Glass Sliding Showers















# STORY



Established in 1997, we're proud to be a family owned and operated local business working throughout the Bay of Plenty and Waikato. We work on large or small projects for:

developers undertaking apartment blocks or new subdivisions

- builders and plumbers undertaking new builds or renovations
- landlords and individual homeowners replacing showers.

We have a factory manufacturing our products and a showroom in Mount Maunganui as well as a team on the road, measuring quoting and installing.

We strive to high standards of workmanship and quality products, and we stand by our products and service by providing a 5 year warranty on showers supplied and installed by our professional team of installers.







# Dion Townsend and Joanne Hill | Directors | Showerman

Not all of you will be aware that Showerman changed hands late last year with Joanne and Dion purchasing the business on September 1st 2023.

"When Showerman became available we were both excited about the excellent product range Showerman had to offer and the exceptional service provided by the team. We felt that we could continue to build the great reputation that the company has developed."

Joanne and Dion have strong business backgrounds and have worked within the building and manufacturing sector over the last 12 years in Tauranga. Dion is always keen to meet old and new customers. He is typically in the showroom during the week but can also be found out and about with our sales team, meeting new & old clients.

"Out of work, we try to make the most of the beautiful Bay of Plenty. We live in early Papamoa and try to get into the Surf most days over summer. We have two boys, 10 and 12 and a very energetic Speagle dog, so there's not a lot of down time after hours."

We would not be the company we are today without our brilliant team. They have oodles of energy, passion, expertise and LOVE what they do.

This quarter we feature our Sales Managers Toby & Steve



# Toby Richards | BOP Sales Manager

I started with Showerman in July 2018. I have worked in the glass industry for over 20 years, including the trade industry for 25. I started here as Operations Manager to help with the growth that Showerman was experiencing. Within this time as the business was evolving, I changed roles to Bop Sales Manager in 2022. I enjoy all aspects of the job from measuring and quoting, both retail and trade clients, to custom designing shower enclosures for bespoke built homes, especially seeing the client's visions come to life.

Outside of Showerman I live in Ohauiti with my wife and twin boys. Enjoying working on my old Mazda, cruising on the open road, or blasting it around the race track after family time here in the Bay.



# Steve Webb | Waikato Sales Manager

My background over my working career has always been in the sales field moving from Area Sales to Branch Manager and Sales Manager. I joined Showerman over 4 years ago and have thoroughly enjoyed working in the building and renovation industry, from reading plans to site discussions and seeing the final result. We have built the Waikato region up and will assist the area to continue to grow with an honest approach and service as the main goal.

I'm married and hark from North Canterbury some 35 years ago (don't hold that against me) and reside in Cambridge . My interests lie in the outdoor area with fishing and hunting with my family leading the way I look forward to assisting you in your shower

selection and realising your final result.

# **CUSTOMER REVIEWS**



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"We recently had our shower sorted by Josh, I just wanted to say he has done a great job, and is an awesome worker. Friendly, efficient and understanding, Thanks so much!

Keegan Tauranga

Dec 2023

Thank you Showerman A perfect experience all round. Will recommend you. Merry Christmas to you all.

Wayne Tauranga

Dec 2023



Thank you From the Shonerman Team

# Terms & Conditions

Thank you for your amazing support throughout 2023 - we have loved working with each and every one of you!

We've refreshed our Terms & Conditions so have attached a copy on the following two pages for your information.

We look forward to some very exciting projects in the year ahead and thank you again for your continued support.







79 Newton Street Mount Maunganui 3116 Phone 07 5740310 Fax 07 5744377 www.showerman.co.nz

# **TERMS & CONDITIONS OF TRADE**

#### INTRODUCTION 1

1.1 These terms and conditions apply to all Goods sold or supplied or services

- performed (the "Goods") by Showerman NZ (2023) Limited (the "Seller") to the purchaser or recipient of such Goods (the "Buyer") unless the Seller has agreed to vary them at the time of order.
- 1.2 These terms and conditions constitute the entire agreement between the parties and prevails over all other communications between the parties whether they be oral or written, previous or contemporaneous, unless otherwise
- expressly agreed in writing and signed by or on behalf of the Seller.

#### QUOTATION 2

- 2.1 All guotations remain valid for 30 days from the date of the guotation unless otherwise specified and are subject to confirmation at the time of receipt. Acceptance of the quotation in writing, howsoever delivered is deemed to constitute acceptance of these terms and conditions.
- 2.1 Quotations costed from sketches, plans, schedules or specifications provided by the Buyer are subject to the accuracy of the information provided. The Seller will not be held liable for inaccuracies of quantity, dimension, material or position actually required or used exceeding the quotation.
- 2.2 Any extra work beyond that specified, or any reduction may be re-quoted. In the event of a price not being agreed upon for extra variations prior to execution, the same shall be to the Buyer's account at the normal rates in force by the Seller at the time of performance of the work.

2.3 A contract is created and the Buyer is bound by the price when the Buyer accepts the Seller's quotation at which time the quotation will become the Contract Price (the "Contract Price").

#### DEPOSIT 3

3.1 The Seller of the Goods may require a deposit of the Contact Price to be paid by the Buyer prior to commencement. The Seller at its sole discretion will determine the amount of the deposit required.

# PRICE AND PAYMENT

4.1 The Contract Price shall be increased by:

(a) the amount of any GST and other taxes and duties which may be applicable; and

(b) the amount of any increase in the cost of supply, production and/or delivery of the Goods prior to the date of delivery.

4.2 All prices are current at the time of printing but are subject to alteration without notice. Any variation in price will be to the Buyer's account and the Contract Price will be adjusted according to the amount of the variation.

4.3 An account is not deemed paid until funds have been irrevocably cleared into the Seller's bank account.

4.4 The Seller may impose a credit limit and alter the credit limit without notice. Where the credit limit is exceeded the Seller may refuse to supply Goods to the Buyer.

## DEFAULT

- 5.1 If an Event of Default occurs:
- 5 (a) the Seller may suspend or terminate any contract to supply goods or services with the Buyer;
  - (b) any Amount Owing by the Buyer to the Seller from time to time (the "Amount Owing") shall immediately become due and payable notwithstanding that the due date for payment has not arisen; and
  - (c) the Seller is entitled to recover from the Buyer all costs that the Seller may incur in attempting to collect the Amount Owing including full solicitor client costs, interest, and any other moneys owing by the Buyer to the Seller from time to time, whether in relation to any contract or on any other account whatsoever.
  - 5.2 If the Buyer does not pay the Amount Owing by the due date the Seller may charge the Buyer a penalty of 2% per month calculated daily on the arrears amount from due date until payment thereof is received in full.

5.3 Overdue accounts shall be passed to a credit collection agency for credit control incurring agency fees on a monthly

basis which shall be added to the Buyer's account.

## DELIVERY

6.1 The Seller accepts no liability for delays or defaults in delivery whereby the Goods are available and the Buyer fails through lack of presence to accept the Goods on site, the Buyer being liable for transportation costs incurred, except

where agreed to in writing. Any delayed delivery shall not invalidate the contract or subject the Seller to any penalty. 6.2 The Seller reserves the right to deliver by instalments comprising a separate contract on these terms. 6.3 The Buyer shall provide suitable all-weather access for unloading and appropriate labour or mechanical means to

unload the Goods if required, including any cleaning or repair costs for returning the delivery vehicle to the road. 6.4 Risk of any loss, shortage, damage, theft or deterioration to the Goods shall be borne by the Buyer from the time of delivery of the Goods.

# **RETENTION OF TITLE AND SECURITY REGISTRATION**

7.1 Ownership of any Goods supplied by the Seller shall remain vested in the Seller until paid for in full. In the event that the Buyer defaults in the payment of any sum due to the Seller and/or its agents shall have the right to enter on to the premises upon which the Buyer has authorised the placement of the items supplied by the Seller to recover possession

of such items. The Seller shall not be responsible for any loss or damage occasioned by re-taking possession, and from the time of re-taking possession, the Seller may deal with such items in any manner it thinks fit. Re-taking possession of all or any items will not remove the obligation on the Buyer to meet payment of the sum then due to the Seller.

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7.2 The Buyer grants to the Seller a security interest under the Personal Property Securities Act 1999 (the "PPSA") in all Goods the Seller agrees to sell to the Buyer under any contract as security for payment of the Amount Owing and for the performance from time to time of the Buyer's other obligations to the Seller under this contract.

7.3 The Seller may allocate all amounts received from the Buyer in any manner it determines, including any manner required to preserve a security interest in the Goods.



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7.4 The Buyer agrees that to the extent permissible under the PPSA, the Seller excludes its obligations to the Buyer under the PPSA in respect of any contract for the sale of Goods or the security under such contracts and the Buyer waives all his/her/its rights against the Seller to the extent permissible under the PPSA.

7.5 The Buyer agrees that the Seller shall furthermore have the right to complete and register a mortgage over any property owned by the Buyer and/or any Guarantor of the Buyer to secure the Amount Owing and the Seller shall have the right at its discretion to place a caveat on any such property for the purpose of this clause and the Buyer and/or the Guarantor hereby irrevocable appoints the Seller as the attorney of the Buyer and/or the Guarantor for the purpose of the Seller exercising its rights under this clause, whilst any Amount Owing remains outstanding.

# **8 LIABILITY**

8.1 If the Goods are acquired by the Buyer for business purposes, the Consumer Guarantees Act 1993 (the "CG Act") does not apply to the Goods.

8.2 The only guarantees applying to the Goods agreed to by the Seller are those confirmed by the Seller in writing.

8.3 To the extent permitted by law, the Seller excludes any liability for any claim by the Buyer or any other person relating to or arising from the supply of the Goods by the Seller and the Buyer indemnifies the Seller against any claim. The Seller's liability for any claim shall not exceed the price of the Goods.

8.4 The Buyer agrees to indemnify the Seller upon demand against any liability or loss incurred by the Seller under the CG Act as a result of any breach by the Buyer of any of its obligations under that Act.

8.5 Nothing in these terms and conditions is intended to contract out of the provisions of the CG Act except to the extent permitted by that Act.

## 9 WARRANTY

9.1 No warranty, expressed or implied, is given in connection with the Goods and services supplied by the Seller or extended to materials, measurements or specifications supplied by the Buyer.

9.2 Where the Goods are subject to an express manufacturer's warranty the terms of such shall be deemed to be incorporated into these terms without creating any privity of contract between the Buyer and such manufacturer to the Seller. Judgment of claim under such warranty shall be final and binding upon the Seller and Buyer.

9.3 For further exclusions, refer Warranty and Maintenance Guide - Warranty Exclusions.

# **10 FORCE MAJEURE**

10.1 The Seller shall not be liable for failure or delay to perform any term of this contract, occasioned directly or indirectly by any Act of God, labour dispute, difficulty in procuring materials, accidents, legislative restrictions or other causes

whatsoever (whether similar or not to the forgoing) beyond the Seller's reasonable control.

### **11 DISPUTES**

11.1 In the event of any dispute, the undisputed portion of the Amount Owing shall be payable forthwith without any deduction by way of set off, counter claim, or other legal or equitable event without the prior written consent of the Seller.

11.2 Unresolved disputes shall be referred to mediation, or arbitration. Before arbitration the arbitrating party is to:

(a) supply and deliver to the other party specific matters of issue and detailed particulars of dispute and such list shall be binding and final as the matters to be put to arbitration; and

(b) continue to perform its respective obligations and duties under this contract, despite any matter referred to mediation or arbitration.

## **12 USE OF INFORMATION**

12.1 The Buyer agrees that the Seller may obtain information about the Buyer from the Buyer or any other person in the course of the Seller's business, including credit assessment and debt collection.

12.2 Where the Buyer is a company, then all the directors of the company accept these terms and in so doing agree that the Seller may obtain information about each individual director under the same provisions of this clause.

12.3 The Buyer agrees that the Seller may use any information it has about the Buyer for credit assessment and debt collection purposes, and give that information to any other person, including any credit or debt collection agencies.

12.4 The Buyer (where he/she an individual) has an understanding of his/her rights in term of the Privacy Act 1993 to access and collect personal information held by the Seller.

## **13 CANCELLATION**

13.1 If the Buyer wishes to cancel his/her/its order and the Seller accepts such cancellation, the Buyer shall be liable to pay the Seller upon demand, the value of all work done and materials used to the date of cancellation.

## 14 ASSIGNMENT

14.1 The Seller is entitled at any time to assign to any other person all or part of the debt owing by the Buyer to the Seller. 14.2 The Buyer may not assign, sub-let or transfer any rights or obligations expressed or implied in this contract without the prior written consent of the Seller.

## **15 SEVERABILITY**

15.1 If any part, term or provision of these terms and conditions is found to be unenforceable for any reason, then such provision shall be severed without effecting the enforceability of the rest of this contract.

## **16 REVIEW OF TERMS**

16.1 The Seller reserves the right to review any of these terms at any time. Any change will take effect from the date of which the Seller notifies the Buyer of such change.

## **17 OTHER AGREEMENTS**

17.1 If there is any inconsistency between these terms and any orders submitted by the Buyer (whether in writing, verbally or by any other means) or any other arrangement between the parties, these terms prevail unless otherwise expressly agreed in writing by the parties.

## **18 WAIVER**

18.1 If the Seller exercises or fails to exercise any right or remedy available to it, this shall not prejudice the Seller's rights in exercising that or any other right or remedy unless expressly waived by the Seller in writing.

## **19 GUARANTOR**

19.1 Where the Buyer is a company, the signatories to the Buyers Credit Account Application form binds himself/herself as guarantor to the Buyer of all Amounts Owing by the Buyer to the Seller.