

FindAWaterproofer.co.nz Website Terms

Version: 1.0

Last updated: 17 August 2026

1. Who we are

FindAWaterproofer.co.nz is operated by:

Legal name: Ryan Ririnui

Trading as: Find A Waterproofer / FAW

Website: findawaterproofer.co.nz

Contact: hello@findawaterproofer.co.nz

In these Terms, "FAW," "we," "us," and "our" means Ryan Ririnui trading as Find A Waterproofer.

2. Purpose of these Terms

These Terms explain the rules for using FindAWaterproofer.co.nz.

FAW helps homeowners connect with waterproofing contractors. FAW is an introducer and lead-generation service. FAW is not a waterproofing contractor and is not a party to any contract for waterproofing work between a homeowner and a contractor, unless FAW expressly agrees otherwise in writing.

Please read these Terms together with our Privacy Policy. Contractors must also agree to the Contractor Agreement before receiving or purchasing leads.

3. Definitions

In these Terms:

Content means text, photos, reviews, profile information, documents, job descriptions, and other material submitted to or displayed on the Website.

Contractor means an independent waterproofing contractor, trade business, or service provider using FAW to receive or purchase Leads.

Homeowner means a person or organisation submitting an enquiry or looking for waterproofing help through the Website.

Job means a waterproofing-related service request submitted by a Homeowner through the Website.

Lead means a Homeowner enquiry or Job request submitted through the Website.

Lead Purchase means a Contractor paying the applicable Lead Fee to access a specific Lead.

Lead Fee means the fee published on the Website at the time of Lead Purchase, plus GST at the prevailing rate.

Unlock means the release of Homeowner contact details and full Job information to the Contractor following a Lead Purchase.

User means any Homeowner, Contractor, visitor, or person using the Website.

Website means findawaterproofer.co.nz and all related FAW pages, forms, tools, and services accessible through findawaterproofer.co.nz.

Work means waterproofing, moisture management, weathertightness, or related services, including any ancillary building, repair, inspection, or maintenance work that is part of or connected to a waterproofing scope, performed by a Contractor.

4. Acceptance of these Terms

By accessing or using the Website, you agree to these Terms.

If you do not agree, you should not use the Website.

If you use the Website on behalf of a business or organisation, you confirm that you are authorised to accept these Terms on behalf of that entity.

You must be at least 18 years old to submit an enquiry or use the Website. By using the Website, you confirm that you are at least 18 years old.

5. FAW's platform role

FAW provides an online platform that helps Homeowners and Contractors connect. Unless FAW expressly agrees otherwise in writing:

- 5.1. FAW is not a waterproofing contractor;
- 5.2. FAW does not perform waterproofing work;
- 5.3. FAW is not a building consultant, inspector, designer, engineer, or project manager;
- 5.4. FAW is not the agent of any Homeowner or Contractor;
- 5.5. FAW is not a party to any contract for Work between a Homeowner and a Contractor;
- 5.6. FAW does not guarantee that a Homeowner will receive a quote;
- 5.7. FAW does not guarantee that a Contractor will be available;
- 5.8. FAW does not guarantee workmanship, materials, code compliance, pricing, timelines, or project outcomes;
- 5.9. FAW does not determine whether a specific Job requires a Licensed Building Practitioner, building consent, producer statement, or other approval.

FAW's role is to help introduce Users and operate the Website.

6. Use of the Website

You must use the Website honestly, lawfully, and only for legitimate waterproofing-related enquiries or Contractor participation.

You must not:

- 6.1. submit false, misleading, abusive, or unlawful information;
- 6.2. impersonate another person or business;
- 6.3. scrape, copy, harvest, or misuse data from the Website;
- 6.4. interfere with the Website's operation or security;
- 6.5. upload viruses, malware, spam, or harmful content;
- 6.6. use the Website to harass, threaten, or abuse another person;
- 6.7. use Homeowner or Contractor information for purposes not permitted by these Terms or the Privacy Policy;
- 6.8. attempt to avoid FAW fees, Lead rules, or platform controls, including by arranging with a Contractor to bypass the Lead process where a Lead Fee would otherwise be payable.

7. Homeowner enquiries

A Homeowner may submit a Job enquiry through the Website.

The Homeowner is responsible for providing accurate and complete information, including:

- 7.1. contact details;
- 7.2. property location;
- 7.3. Job description;
- 7.4. urgency;
- 7.5. photos or documents, if supplied;
- 7.6. any known risks, access issues, or relevant project details.

A Homeowner enquiry is not a guarantee that any Contractor will respond, quote, inspect, or accept the Work.

FAW may review, edit, reject, remove, or hold enquiries that appear false, duplicate, abusive, spammy, unsafe, unlawful, or unsuitable for the platform.

8. Contractor introductions and Lead access

FAW may allow Contractors to view limited Lead information and, where applicable, purchase or Unlock additional Homeowner contact and Job information.

By submitting an enquiry, you acknowledge that your contact details and job information will be shared with up to three independent waterproofing Contractors who may contact you to provide quotes. This sharing is the core function of the Website. FAW provides this disclosure in accordance with Information Privacy Principle 3A of the Privacy Act 2020.

The details shown before and after Lead Purchase may vary based on FAW's current workflow.

A maximum of three Contractors may purchase the same Lead. Leads are non-exclusive. The Homeowner is informed of this before submitting their enquiry.

Contractors must only use Lead information for the purpose of responding to, quoting for, and carrying out the Homeowner's requested waterproofing-related service, unless the Homeowner separately agrees to another use.

Contractors must not resell, share, scrape, bulk export, or misuse Homeowner Lead information. Full Lead-use restrictions are set out in the Contractor Agreement (clause 14).

If a Homeowner submits a subsequent enquiry for substantially the same Work at the same property within 90 days of a previous enquiry, FAW may treat it as a repost. Contractors who purchased the original Lead may receive access to the repost enquiry. Details of FAW's repost policy are set out in the Contractor Agreement.

9. Contract formation between Homeowners and Contractors

FAW does not currently provide in-platform quote acceptance or contracting unless expressly stated.

The intended model is:

- 9.1. a Homeowner submits an enquiry through the Website;
- 9.2. a Contractor may purchase, Unlock, or receive access to Lead information;
- 9.3. the Contractor contacts the Homeowner directly;
- 9.4. any quote, site visit, inspection, advice, agreement, payment, Work, warranty, or dispute after that point is handled directly between the Homeowner and Contractor.

A Lead Purchase is a transaction between FAW and the Contractor. Any contract for Work is formed directly between the Homeowner and Contractor. FAW is not a party to that contract unless FAW expressly agrees otherwise in writing.

10. Contractor profiles, qualifications, and verification

Contractors are responsible for ensuring that all profile information, service descriptions, qualifications, licence claims, insurance claims, photos, prices, and availability information they provide is accurate, current, and not misleading.

FAW may carry out checks on Contractor information, but FAW must not be treated as guaranteeing a Contractor's:

- 10.1. workmanship;
- 10.2. availability;
- 10.3. pricing;
- 10.4. insurance;
- 10.5. qualifications;
- 10.6. Licensed Building Practitioner status;
- 10.7. compliance history;
- 10.8. financial position;
- 10.9. suitability for a particular Job.

Where FAW displays verification, badges, qualifications, insurance information, LBP status, or similar indicators, those indicators only mean what FAW expressly says they mean.

Users should make their own checks before entering into any contract.

11. Licensed Building Practitioner and restricted building work

Some waterproofing or related building work may involve restricted building work or other legal requirements under the Building Act 2004.

Where LBP status, specialist certification, council consent, producer statements, insurance, or other compliance evidence is required for a particular Job, the Contractor is responsible for ensuring the correct people, approvals, documents, and processes are used.

Homeowners should ask Contractors what licences, qualifications, consents, warranties, insurance, producer statements, or records of work are required for their specific project.

FAW does not determine whether a specific Job requires an LBP, building consent, producer statement, or other approval unless FAW expressly states otherwise in writing.

12. Homeowner responsibilities

Homeowners are responsible for:

- 12.1. providing accurate Job information;
 - 12.2. checking Contractor suitability before hiring;
 - 12.3. asking for evidence of insurance, qualifications, licences, references, warranties, and compliance where relevant;
 - 12.4. reviewing quotes, scope, exclusions, payment terms, timelines, and warranties before accepting Work;
 - 12.5. making their own decision about whether to proceed with a Contractor;
 - 12.6. paying Contractors directly unless FAW provides a separate payment service;
 - 12.7. resolving workmanship or payment disputes directly with the Contractor, subject to FAW's complaint process for platform conduct issues.
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13. Contractor responsibilities

Contractors using the Website must:

- 13.1. provide accurate business and profile information;
- 13.2. comply with all applicable laws, regulations, building requirements, privacy obligations, and trade obligations;
- 13.3. hold required licences, qualifications, consents, insurances, and approvals for the Work they perform;
- 13.4. communicate professionally with Homeowners;

- 13.5. use Lead information only for permitted purposes;
 - 13.6. not make false or misleading claims;
 - 13.7. not pressure, mislead, harass, or abuse Homeowners;
 - 13.8. honour their own quotes, warranties, and contractual commitments;
 - 13.9. comply with the Contractor Agreement.
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14. Website information and waterproofing content

FAW may publish general waterproofing information, guides, articles, chatbot responses, checklists, category pages, or educational content.

This content is general information only. It is not legal, building, engineering, design, inspection, or professional advice.

Waterproofing problems can be site-specific. Homeowners should get a qualified professional assessment before making decisions about waterproofing work, repairs, construction, compliance, or safety.

FAW may update, remove, or change Website content at any time.

15. Reviews, testimonials, and feedback

If FAW enables reviews, testimonials, ratings, or feedback, Users must ensure that their content is honest, fair, relevant, and based on genuine experience.

Users must not post reviews or content that are:

- 15.1. false or misleading;
- 15.2. defamatory;
- 15.3. abusive or threatening;
- 15.4. discriminatory;
- 15.5. privacy-invasive;
- 15.6. commercially deceptive;
- 15.7. unrelated to the platform or service;
- 15.8. submitted in exchange for improper incentives.

FAW may moderate, edit, remove, hide, or refuse to publish reviews or content at its discretion.

16. Fees

Homeowner enquiries are free.

Contractors may be charged fees for Lead access, Lead Purchases, subscriptions, profile features, advertising, or other services. Contractor fees, payment timing, refund rules, and account consequences are set out in the Contractor Agreement.

Payment processing is handled by Stripe. FAW does not store credit card numbers or bank account details on its own systems. All fees are subject to GST at the prevailing rate.

FAW may introduce fees for additional services in the future with reasonable notice.

17. Complaints and disputes

If a Homeowner and Contractor have a dispute about Work, pricing, payment, timing, workmanship, warranty, or project outcome, they should first try to resolve it directly with each other.

FAW may review complaints about platform conduct, including:

- 17.1. false Contractor claims;
- 17.2. misuse of Lead data;
- 17.3. abusive communication;
- 17.4. spam or unwanted marketing;
- 17.5. fake or duplicate Leads;
- 17.6. misleading profile information;
- 17.7. review misuse;
- 17.8. safety or serious misconduct concerns.

FAW may take platform action, including warning a User, removing content, restricting access, suspending an account, terminating participation, or cooperating with authorities where appropriate.

FAW does not guarantee that it will resolve disputes between Homeowners and Contractors.

Users may contact FAW about complaints or concerns at hello@findawaterproofer.co.nz. FAW will endeavour to respond within a reasonable time.

Nothing in this clause prevents either party from seeking urgent relief from a court where necessary.

18. Intellectual property

FAW owns or licenses the Website, platform design, branding, text, templates, workflows, software, logos, trade marks, and other FAW-owned content.

Users must not copy, reproduce, modify, scrape, sell, or exploit FAW content or systems without permission.

By submitting Content to the Website, you confirm that you have the right to provide that Content and you grant FAW a non-exclusive, royalty-free, worldwide licence to use, store, display, reproduce, edit, distribute, and promote that Content as reasonably required to operate, promote, and improve the platform.

You must not submit Content that infringes another person's rights.

19. Privacy

FAW handles personal information in accordance with the Privacy Act 2020 and FAW's Privacy Policy.

By using the Website, you acknowledge that FAW may collect, use, store, and share personal information as described in the Privacy Policy.

20. Cookies and analytics

The Website uses cookies and analytics tools as described in the Privacy Policy. Continued use of the Website constitutes acceptance of cookie use as described in the Privacy Policy.

21. External links and third-party services

The Website may link to third-party websites, tools, contractors, suppliers, payment providers, or resources.

FAW is not responsible for third-party websites, services, content, privacy practices, or terms.

Users should review third-party terms and privacy policies before using third-party services.

22. Availability and changes to the Website

FAW may change, suspend, restrict, or discontinue any part of the Website at any time.

FAW does not guarantee that the Website will always be available, uninterrupted, secure, or error-free.

23. Disclaimers

To the maximum extent permitted by law:

23.1. FAW provides the Website on an "as is" and "as available" basis;

23.2. FAW does not guarantee Contractor availability, suitability, workmanship, pricing, timelines, insurance, qualifications, or compliance;

23.3. FAW does not guarantee Homeowner enquiries, Lead quality, conversion, revenue, or Work outcomes;

23.4. FAW does not guarantee that Website content is complete, current, or suitable for a specific project;

23.5. Users are responsible for making their own decisions before entering into any agreement.

Nothing in these Terms limits or excludes any rights, remedies, guarantees, or protections that cannot legally be limited or excluded under New Zealand law, including under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

24. Limitation of liability

24.1. To the maximum extent permitted by law, FAW is not liable for loss arising from:

- (a) Work performed by Contractors;
- (b) Contractor advice, quotes, delays, defects, omissions, or workmanship;
- (c) Homeowner decisions or information supplied by Homeowners;
- (d) disputes between Homeowners and Contractors;
- (e) inaccurate User-submitted Content;
- (f) unauthorised use of the Website;
- (g) interruptions, errors, or security issues affecting the Website;
- (h) events outside FAW's reasonable control.

24.2. To the maximum extent permitted by law, FAW is not liable for indirect, consequential, or incidental loss, including lost profits, lost revenue, loss of data, loss of opportunity, or wasted expenditure.

24.3. Where FAW is legally liable and that liability cannot be excluded by law, FAW's liability will be limited to the maximum extent permitted by law.

24.4. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability under the Consumer Guarantees Act 1993 to the extent it applies.

25. Suspension and termination

FAW may restrict, suspend, or terminate access to the Website if FAW reasonably believes a User has:

- 25.1. breached these Terms;
- 25.2. provided false or misleading information;
- 25.3. misused personal information;
- 25.4. failed to pay Contractor fees;
- 25.5. abused, threatened, or harassed another person;
- 25.6. created legal, safety, privacy, reputational, or operational risk;
- 25.7. acted inconsistently with FAW's purpose or platform rules.

26. Changes to these Terms

- 26.1. FAW may update these Terms from time to time.
- 26.2. The updated Terms will apply from the date shown at the top of the Terms or from the date stated in any notice.
- 26.3. Continued use of the Website after changes are published means you accept the updated Terms.

27. Governing law and jurisdiction

These Terms are governed by the laws of New Zealand. Any dispute relating to these Terms or the Website will be dealt with in New Zealand, unless the parties agree otherwise or the law requires another forum.

28. Relationship with the Contractor Agreement

Where a User is also bound by the Contractor Agreement, the Contractor Agreement prevails to the extent of any inconsistency with these Terms. The Privacy Policy governs data handling matters and should be read alongside both documents.

29. Assignment

FAW may assign these Terms to a successor entity, including on incorporation of a limited liability company to operate the platform, without the User's consent, provided the successor assumes FAW's obligations under these Terms.

30. General

30.1. **Severability.** If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force.

30.2. **Waiver.** A failure by FAW to enforce a provision of these Terms does not constitute a waiver of FAW's right to enforce that provision later.

30.3. **Entire agreement.** These Terms, together with the Privacy Policy and, for Contractors, the Contractor Agreement, constitute the entire agreement between FAW and the User in relation to the User's use of the Website.

31. Contact

For questions about these Terms, contact:

Email: hello@findawaterproofer.co.nz

For privacy-related questions or requests, contact:

Email: privacy@findawaterproofer.co.nz

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