

1. **DEFINITIONS**
 - 1.1. RPS shall mean **Recon Professional Services Ltd** its successors and assigns or any person acting on behalf of and with the authority of Recon Professional Services Ltd.
 - 1.2. "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by RPS to the Client.
 - 1.3. "Guarantor" shall mean that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
 - 1.4. "Goods and Services" shall mean Goods and Services supplied by RPS to the Client and includes Goods and Services described on any invoices, quotation, work authorisation or any other forms as provided by RPS to the Client and any advice or recommendations.
2. **TERM OF AGREEMENT**
 - 2.1. The term of this agreement is for the period shown in the Term of Contract. Thereafter this agreement shall continue for the same period unless terminated in writing by either party giving three months notice in writing prior to the commencement of the new period.
3. **PAYMENT**
 - 3.1. The total payment as specified on the Charges Schedule is due by the Payment Date and by option selected under Method Of Payment.
 - 3.2. The Client shall pay to RPS any additional costs relating to other services that may be supplied, or any additional costs incurred as a result of any breaches by the Client of any of the conditions of this agreement.
 - 3.3. If the Client's business is closed for a Public Holiday or the client decides the services of RPS are not required due to a public holiday, then the Client will still pay for what would normally have been rostered.
 - 3.4. The client acknowledges and accepts that RPS charges additional for services requested at short notice, services that do not meet the minimum hours, services stood down at short notice and any addition services provided.
4. **EQUIPMENT/OWNERSHIP/RISK/DEFECTS**
 - 4.1. Ownership of all and any equipment installed and or used on the Clients premises is retained by RPS until RPS has received the Total Payment (as provided in the Charges Schedule) for the equipment. The Client is responsible for replacing any signage and any other property installed by RPS on the Client's premises, which is misplaced, stolen, lost or otherwise damaged.
 - 4.2. If RPS retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
 - 4.3. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, RPS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by RPS is sufficient evidence of RPS's rights to receive the insurance proceeds without the need for any person dealing with RPS to make further enquiries.
 - 4.4. The Client shall inspect the Goods on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify RPS of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford RPS an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which RPS has agreed in writing that the Client is entitled to reject, RPS's liability is limited to either (at the RPS's discretion) replacing the Goods or repairing the Goods.
 - 4.5. Goods will not be accepted for return other than in accordance 4.4.
5. **AUTHORITY**
 - 5.1. In instances where the Client is unavailable and RPS detects damage to the Client's property requiring urgent attention the Client authorises RPS on its behalf to action any necessary repairs. The Client agrees that RPS shall not be responsible for any charges incurred in these repairs. The Client shall pay RPS its reasonable chargers within 14 days.
 - 5.2. The Client authorises RPS and its employees to evict any person/s that RPS's employees deem to be trespassing under section 3 and 4 of the Trespass Act 1980. RPS accepts no responsibility for any criminal or civil actions taken in respect of any wrongful Trespass eviction.
6. **REVIEW**
 - 6.1. The Charges Schedule, as it relates to the provision of services by RPS to the Client, shall be subject to review by RPS on an annual basis, from the start date of the contract.
7. **TERMINATION**
 - 7.1. Where the Client is in default of any of the conditions of this agreement RPS may:
 - 7.1.1. Immediately cease providing services to the Client;
 - 7.1.2. Immediately seize any equipment held by the Client that is the property of RPS; and
 - 7.2. The Client hereby grants an irrevocable licence to RPS and its employees to enter upon the Client's premises at any time for the purpose of taking possession and removing any equipment owned by RPS. RPS is further authorised to use reasonable means to gain such entry if after making reasonable requests for entry the Client refuses such entry. RPS shall not be liable for any damage, injury or loss howsoever caused and resulting from such recovery or any other exercise of its rights.
 - 7.3. RPS reserves the right to terminate this contract immediately if the safety of any of its employees is jeopardised in any way.
- 7.4. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 7.5. If the Client defaults in payment of any invoice when due, the Client shall indemnify RPS from and against all costs and disbursements incurred by RPS in pursuing the debt including legal costs on a solicitor and own client basis and RPS's collection agency costs.
- 7.6. If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
- 7.7. Without prejudice to RPS's other remedies at law RPS shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to RPS shall, whether or not due for payment, become immediately payable in the event that:
 - 7.7.1. any money payable to RPS becomes overdue, or in RPS's opinion the Client will be unable to meet its payments as they fall due; or
 - 7.7.2. the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 7.7.3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
8. **WARRANTIES**
 - 8.1. All equipment is covered by a 12 month warranty in respect of all manufacturers' faults. This warranty applies to all equipment installed on the Client's premises by RPS approved installers and is only valid if the regular service programme is strictly adhered to.
9. **LIABILITY**
 - 9.1. Where RPS provides any electronic system or security service to the Client, RPS does not guarantee that the system cannot be tampered with. The Client will advise RPS immediately if any other person/company adjusts, fixes, alters any aspect of the electronic system or service. RPS does not guarantee that the provision of its security services will protect the Client from all crime, loss or injury.
 - 9.2. RPS is absolved from all responsibility in relation to all and any events or acts which result in damage, tampering, sabotage or any other effects on equipment, people, property or otherwise resulting from any cause other than the negligence of an RPS employee.
 - 9.3. The Client accepts that any and all systems and or services provided by RPS are designed as a deterrent to potential criminal activity. RPS is not liable for any malfunctions or latent defects in the equipment or problems in the design of the equipment.
 - 9.4. In providing equipment and or services to the Client RPS does not hold itself out as an insurer for any person/people, life and/or property of the Client or potential claimants through the Client.
 - 9.5. RPS is not liable for any breaches, damage or injuries caused and or suffered, whether directly or indirectly, by the Client and/or the Client's Clients as a result of any unforeseen act/s and/or negligent acts of any sub-contractors of RPS.
 - 9.6. Where it is established that as a result of the negligent acts of RPS's employees and actual quantifiable economic loss has resulted, then RPS's liability is limited to the contract price of the Goods and Services. RPS shall not be liable in any circumstances for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatsoever.
 - 9.7. The Client acknowledges that it is essential to the operation of the business of RPS that the Client does not entice, solicit or offer employment to any Employee of RPS. The Client further acknowledges and agrees that should the Client be in breach of this Section of this Agreement that RPS shall be entitled to compensation by payment of a recruitment fee of 15% of the employee's new gross income.
 - 9.8. The Client hereby disclaims any right to rescind, or cancel any contract with RPS or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by RPS and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.
10. **VARIATIONS**
 - 10.1. No variations of these terms or conditions shall be binding on RPS unless in writing and signed by both parties to the contract.
11. **NOTICE**
 - 11.1. Any notice required to be given under this agreement must be in writing and is deemed to be properly served if sent by prepaid letter, document exchange, or facsimile transmission or left at the address specified on the face of this agreement.
12. **Personal Property Securities Act 1999 ("PPSA")**
 - 12.1. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
 - 12.1.1. these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - 12.1.2. a security interest is taken in all Goods previously supplied by RPS to the Client (if any) and all Goods that will be supplied in the future by RPS to the Client.
 - 12.2. The Client undertakes to:
 - 12.2.1. sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which RPS may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; indemnify, and upon demand reimburse, RPS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby and
 - 12.2.3. not register a financing change statement or a change demand without the prior written consent of RPS.
 - 12.3. RPS and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 - 12.4. The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
 - 12.5. Unless otherwise agreed to in writing by RPS, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
 - 12.6. The Client shall unconditionally ratify any actions taken by RPS under clauses 12.1 to 12.5.
13. **Consumer Guarantees Act 1993**
 - 13.1. If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by RPS to the Client.
14. **Security And Charge**
 - 14.1. Despite anything to the contrary contained herein or any other rights which RPS may have howsoever:
 - 14.1.1. where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to RPS or RPS's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that RPS (or RPS's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met; should RPS elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify RPS from and against all the RPS's costs and disbursements including legal costs on a solicitor and own client basis; and
 - 14.1.2. the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint RPS or RPS's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.
15. **Privacy Act 1993**
 - 15.1. The Client and the Guarantor/s (if separate to the Client) authorises RPS to:
 - 15.1.1. collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and
 - 15.1.2. disclose information about the Client, whether collected by RPS from the Client directly or obtained by RPS from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
 - 15.2. Where the Client and/or Guarantors are an individual the authorities under clause 15.1.1 are authorities or consents for the purposes of the Privacy Act 1993.
 - 15.3. The Client and/or Guarantors shall have the right to request RPS for a copy of the information about the Client and/or Guarantors retained by RPS and the right to request RPS to correct any incorrect information about the Client and/or Guarantors held by RPS.
16. **DISPUTES**
 - 16.1. Any dispute whatsoever arising in respect of equipment and or services provided by RPS to the Client shall be referred to the sole arbitration of a suitably qualified person to be agreed by RPS and the Client or failing agreement appointed by the President for the time being of the New Zealand Law Society. Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1992 or any statutory re-enactment, modification or amendment thereto for the time being in force.
17. **FORCE MAJEURE**
 - 17.1. Should any cause beyond the control of RPS including, but not limited to, any order of government or other authority, strike, lockout, labour dispute, delays in transit, accident, emergency, earthquake, act of God or other contingency, interfere with delivery and or the provision of services by RPS or the performance of any of RPS's obligations under this agreement then RPS shall be entitled at its sole discretion to suspend its performance of any such obligation or to cancel any contract for the purchase of equipment and the provision of services and shall not be liable to the Client in any respect.
18. **Acceptance**
 - 18.1. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
 - 18.2. The Client shall give RPS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by RPS as a result of the Client's failure to comply with this clause.
19. **General**
 - 19.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 19.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
 - 19.3. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by RPS.
 - 19.4. RPS may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - 19.5. RPS reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which RPS notifies the Client of such change.
 - 19.6. The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.
 - 19.7. The failure by RPS to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect RPS's right to subsequently enforce that provision.