

Vigilante
Terms of Trade

1 **Definitions**

In this agreement the following terms shall have the following meanings.

“The Company, we or us” - means Vigilante, its assignee, agents, or subcontractors.

“Installation Costs” - means (includes but is not limited to) the costs connected and relevant to or incurred as a result of installing the security equipment in the customers premises, and includes any costs payable by the company in respect of deciding to enter into this agreement with you the customer (credit check costs) and registering the company’s interests in the equipment (e.g. Registration under the Personal Property Securities Act) and insurance costs.

“Equipment” - means CCTV surveillance system, alarm system and access control, and any other equipment supplied and/or installed by Vigilante.

“Customer” and “You” - means the person nominated as the customer on the agreement. If the customer is a company then the term “customer” and “you” includes the Directors of that company.

“Premises” - means the installation address stated on this agreement.

“Securities” - includes General Security Agreements, Caveats, Charges, Mortgages, and other like charges.

2 **Companies and other Entitles**

2.1 If you instruct us on behalf of a company, trust, or other entity to provide equipment or security services you nevertheless agree to accept personal responsibility for our costs and services.

2.2 If the customer is a company trust or other entity then you agree that you have authority on behalf of the company, trust or other entity and its directors or trustees to enter into this agreement.

3 **Joint and Several Liability**

3.1 If more than one person or entity is named as customer on this agreement each will be jointly and severally liable for all costs and installation costs due to the company.

4 **Registration of Security**

4.1 In the event that the company deems it necessary to secure amounts owed to it by way of registration of a General Security Agreement/s (GSA), Caveats and, or other changes then you:

- (a) Authorise the registration of such GSA, Caveats and/or other charges; and
- (b) Agree to pay for the costs of attending to the above.

5 **Delivery and Removal of Equipment**

The customer authorises Vigilante to bring its (or its agents) vehicle/s onto his or its property to deliver and install, and to recover the equipment upon termination of the agreement. Vigilante shall not be responsible to the customer or to third parties for any damage that may be done to the premises, driveways or underground services or anything else unless proven to have been caused by us.

6 **Installation Costs**

6.1 The customer agrees to pay all the equipment, installation and other related costs as stated on the front of this agreement, and other necessary unforeseen costs which arise as a result of installation.

6.2 The Customer agrees that there will be further installation costs payable in the event that the customer vacates the premises and requests that the equipment be re-installed at new premises. The re-installation costs will be those applicable at the relevant time.

7 **Personal Information**

The customer agrees that Vigilante may:

- (a) obtain information about the customer from the customer or from any other person (including any credit or debt collection agency) in the course of Vigilante’s business, and the customer consents to any person providing Vigilante with such information;
- (c) give information it has about the customer relating to the customer’s credit worthiness to any person (including any credit or debt collection agency) for credit assessment and debt collection purposes.

Any personal information held by the Vigilante about the customer as a result of these enquiries will be held by the Vigilante at its offices. The Customer will be entitled to request access to, and correction of, that information in accordance with the Privacy Act 1993.

8 **Monitoring / Guard Response**

8.1 The customer acknowledges that monitoring service and guard response is provided by sub-contractors of Vigilante Security

8.2 Details of the third party responsible for the services are available to the customer.

8.3 Vigilante accepts no responsibility or liability in respect of any action, omissions, errors, or damage caused by the third party, or its agents, or employees, responsible for monitoring the equipment.

8.4 The customer acknowledges that the contract for monitoring of the equipment is for the minimum period (36 months) specified on the front of this agreement.

- 8.5 The customer may cancel the monitoring services during the term of this agreement by making payment to Vigilante Security for the full unexpired portion of the agreement and payment of any arrears.
- 8.6 At the expiry of the initial 36 month term, if we have not received prior notice of cancellation (3 months before the expiry date) , this agreement for the provision of monitoring services will be deemed to be renewed for a further 12 months. In the absence of 3 calendar months prior notice, this agreement will continue to be deemed to be renewed on expiry of successive periods of 12 months.
- 8.7 Unless the equipment is purchased from Vigilante by full payment by the customer Vigilante has the right to terminate the agreement and repossess the equipment if monitoring is stopped within the minimum period (if any) as specified this agreement.
- 8.8 The Guard Response is offered by a sub-contractor and the fee charged is at the volume discounted rate exclusive to Vigilante Security. The customer is billed by Vigilante Security. This fee is subject to change, variant on the fee offered to Vigilante Security.

9 Care of Equipment and Breakdowns

Where the customer has not paid Vigilante in full for the purchase of the equipment:

- (a) The customer shall take proper care of the equipment and shall indemnify the company against any damage to the equipment, loss of equipment or theft. The customer must reimburse Vigilante in full for any damage or loss immediately upon termination of this agreement.
- (b) Breakdowns resulting from misuse careless and/or negligent acts in relation to the equipment shall not in any circumstances shorten the minimum periods set out in this agreement.
- (c) The equipment does not purport be new stock or equal to new but when sent out all equipment is understood to be in good condition and fit for normal purposes.
- (d) The company is not liable for any loss alleged to have been suffered by the customer as the result of breakdown of the equipment however caused.
- (e) In the event of damage to, loss, theft or breakdown of the equipment the customer must immediately notify the company.

10 Warranty

10.1 The company undertakes to make good and repair any fault in the equipment itself that occurs during the first twelve month period from installation of equipment, provided always that any such fault has not been caused directly or indirectly by acts or omissions of the customer, or his agents.

Warranty Exclusions: The warranty does not extend to:

- Any product which has been subject to misuse, accident, and tampering with our wiring/ and or installation.
- Any product used contrary to any instructions attached to or accompanying that product
- Products which have been altered after purchase without prior written approval from Vigilante Security
- Products where the serial number has been removed, defaced, or changed.
- The Warranty does not cover any damage caused by natural disasters, or any event or thing beyond the control of Vigilante Security.

11 Reservation of Title

11.1 Title to any equipment supplied by Vigilante hereunder remains solely vested in Vigilante until the Agreement price, installation costs, and price, all monies payable for extras and other work done (if any) and service contracts (if any) are paid in full by the customer. Title to equipment passes to the customer at the time of full payment.

11.2 The customer acknowledges that it is not the intention of Vigilante and the customer that any equipment installed by Vigilante shall become fixtures or property of the customer until such time as title in the equipment has passed to the customer.

11.3 Vigilante is hereby granted an irrevocable licence by the customer to enter on to the premises on which any equipment supplied hereunder may have been installed or is located for the purpose of repossessing and removing the same at any time while title in the equipment remains with Vigilante. Vigilante shall not be liable for any loss or damage whatsoever incurred as a result of such repossession and removal. The customer shall indemnify and hold harmless Vigilante for any claim made by any third party as a result of such repossession and removal.

12 Assignment

The customer will not assign his rights or transfer his obligations under this agreement without Vigilante's prior written consent. Vigilante may transfer or assign all or part of its rights or obligations without the customers consent. The company may subcontract the performance of all or any part of this agreement.

13 Termination

13.1 Without limiting the generality of any other clause in this agreement, Vigilante may terminate this agreement immediately by notice in writing if:

- (a) Any payment due from you to us pursuant to this agreement remains unpaid for a period of seven (7) days, or the payment period specified on the invoice

- (b) The customer breaches any clause of this agreement and such breach is not remedied within thirty (30) days of written notice by the company to the last known address of the customer.
- (c) The customer permanently vacates the premises.
- (d) The customer becomes, threatens or resolves to dissolve or is in jeopardy of becoming subject to any form of insolvency administration.
- (e) The customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving or the customer being a company is wound up or it comes to the attention of Vigilante that an application has been made to wound up the company.
- (f) The customer, being a natural person, dies.

14 If notice of termination is given by Vigilante we may, in addition to terminating this agreement.

- (a) Retain any moneys paid.
- (a) Charge a reasonable sum for work performed in respect of which work no sum has been previously charged.
- (c) Be regarded as discharged from any further obligation under this agreement.
- (d) Pursue any additional or alternative remedies provided by law.
- (e) Charge you for payments or fees that would have been payable by you to the end of the term of this agreement.
- (g) Charge and pass onto you any debt collection costs (including the solicitor-client costs and the costs of Baycorp or any similar debt collecting company) incurred by Vigilante in securing and obtaining payment due from you pursuant to this agreement
- (h) Repossess and charge you for any removal costs incurred in respect of repossessing the equipment.
- (i) Charge and pass on to you the costs of registering any securities to enforce payment.

14.1 If the agreement is terminated, the third party will no longer provide services in respect of the Alarm Monitoring System and Guard Response service and if the company retains ownership of the alarm system or other equipment, Vigilante shall be entitled (after giving the customer reasonable notice) to enter the customer's premises and remove the alarm system and/or equipment.

15 Waiver

- (a) No right under this agreement shall be deemed to be waived except by notice in writing signed by both the customer and Vigilante.
- (b) A waiver by us will not prejudice our rights in respect of any subsequent breach of this agreement by you.
- (d) Any failure by us to enforce any clause of this agreement or any forbearance, delay or indulgence granted by us to you, will not be construed as a waiver of our rights under this agreement.

16 Notices and Correspondence

16.1 Vigilante will send all notices to you either to the last known postal address or fax number or email address you have provided. The company will assume that any advice sent by mail has been received 3 days after it has been posted. Likewise all faxes and emails have been received immediately if fax and email confirmation advice is received.

16.2 The customer undertakes to inform Vigilante immediately of any change in postal fax or email address, and in the event that the equipment is removed from the customer's premises.

17 Entire Agreement

This agreement constitutes the entire agreement between you and us for the provision of the Security Services and/or equipment. Any prior arrangements, agreements, presentations or undertakings are superseded. No modification or alteration of any clause of this agreement will be valid except in writing signed by both of us.

18 Severability

If any provision of this agreement is held invalid, unenforceable or illegal for any reason then this agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

19 Your Acknowledgement

The customer acknowledges:

- (a) That the services provided under this agreement may not prevent the premises being rendered insecure, accordingly you accept that loss or damage to property and death or injury to persons may occur even though we have made reasonable endeavours to satisfy the obligations under this agreement.
- (b) We shall not be required to supply performance records, history or other reports to anyone other than you.

20 Payment

20.1 Payment for Vigilante's costs and services shall be made within 7 days of the date of the invoice, unless otherwise specified on the invoice.

20.2 Vigilante reserves the right to charge interest on all overdue accounts at the daily rate of 1.5 times Vigilante's overdraft interest rate from the due date for payment until the date payment is made, and all costs and expenses (including legal costs and debt collection fees) incurred by Vigilante in seeking recovery of the outstanding costs.

21 Fixing of Goods to Buildings

21.1 The affixing of goods whether by screws, electric leads, or wires or by any other means to a building or to the land at the place of installation, shall not operate to make the goods a fixture and any right of Vigilante to remove or repossess the goods in accordance with is agreement shall not be affected by such affixing. To exercise its rights of repossession Vigilante may remove the goods by unscrewing, disconnecting or severing any means of affixing without being liable to the customer or to any other person for any reasonable damage caused by such removal.

22 Landlord Consent to the Installation of Goods

22.1 Where the installation of the goods involves the carrying out of any work at the place of installation by Vigilante, the customer warrants (if the customer is not the owner of the premises at which the goods are installed) that the customer has obtained the consent of the owner of the premises to the carrying out of the work. The customer will indemnify Vigilante against any claim which may be made by the owner of the premises in respect of the carrying out of any such work or the removal and repossession of the equipment.