



Terms of Service

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The short version: no lock-in, 14 days' notice either way, a fixed monthly price, and we'll tell you straight away if we find a problem.

These terms, together with your accepted quote, set out the agreement between us. If anything is unclear, give us a call.

1. Our agreement

- 1.1 Our agreement is made up of your accepted quote and these terms. If your quote and these terms ever say different things, the quote applies.
- 1.2 You accept the agreement by signing the quote or confirming acceptance in writing, including by email. Where the service needs to start before you've accepted in writing, these terms still apply.
- 1.3 "We", "us" and "our" means Pringle Solutions Ltd. "You" means the business or organisation named on the quote.
- 1.4 A "visit" is any scheduled attendance at your site. A "patrol" is a visit where we inspect the site. A "call-out" is a visit you ask for outside the agreed schedule.
- 1.5 There is no fixed term or lock-in. The agreement continues month to month until either of us ends it under clause 9.

2. The service

- 2.1 We will carry out the patrols and other services set out in your quote, at the sites listed, with reasonable care and skill.
- 2.2 We are licensed under the Private Security Personnel and Private Investigators Act 2010. Everyone who patrols your site holds a current Certificate of Approval.
- 2.3 Every scheduled visit is logged and time-stamped, and a report is emailed after each visit. If our systems, internet or phone coverage are down, we record visits on paper run sheets and send your reports once things are back up.
- 2.4 Visit times are set out in your quote.
Patrols are done within the agreed window. Times vary on purpose, so patrols aren't predictable.
Lock-ups are done at the agreed closing time, or within an agreed window, once the site is ready. If people are still on site, we check with your authorised contact, not just whoever is there, before locking up.
Unlocks are done by the agreed opening time.
If we're likely to miss or be late for a lock-up or unlock, we'll call or text you as soon as we know.
- 2.5 Our patrols are intended to check, deter and report. They reduce risk but cannot guarantee that your site will be free from break-ins, theft or damage.
- 2.6 If we find a problem, we follow the escalation instructions you provide. Where appropriate, we contact the police or emergency services.

- 2.7 Our own team carries out your visits. If our team can't attend because of illness or an emergency, we may arrange another licensed security operator to cover the visit and will let you know.

3. Missed or late visits

- 3.1 A visit may occasionally be late or missed because of severe weather, road closures, vehicle breakdown, an emergency at another site, police or emergency-service directions, or other circumstances outside our reasonable control.
- 3.2 If a scheduled visit is missed, we will tell you and, where practical, either make up the visit or credit it on your next invoice.

4. What we need from you

- 4.1 You must provide safe access to the site, including any keys, fobs, gate codes and alarm codes required for the agreed service.
- 4.2 Before the service starts, you must provide current contact and escalation details and tell us about any known site hazards.
- 4.3 You must promptly tell us about changes to locks, access codes, alarm details, contacts, opening hours or other information that affects the service.
- 4.4 You remain responsible for your site's security, alarm system and insurance. This doesn't include anything we've agreed to do in your quote, such as locking up or setting your alarm.
- 4.5 You must pay our invoices by the due date.
- 4.6 We are not responsible for alarm activation, monitoring or response charges caused by codes, instructions or access details that are missing, incorrect or out of date.

5. Keys and access

- 5.1 We record keys, fobs and access cards received from you and provide a receipt where appropriate.
- 5.2 Keys and access information are stored securely and kept confidential.
- 5.3 When the agreement ends, we will return keys, fobs and access cards within 7 days.

6. When we find a problem

- 6.1 We follow the escalation contacts provided by you. If there is an immediate risk to people or property, we will contact the appropriate emergency service first.

- 6.2** If we cannot reach anyone on your escalation list, you authorise us to take reasonable steps to make the site safe, such as arranging a locksmith, glazier or other contractor. These costs are your responsibility.
- 6.3** We will not spend more than \$300 including GST, or a different limit (or none) set for your site, without your approval, unless there is a serious and immediate risk to people or property.
- 6.4** If we need to remain at the site after a visit while waiting for police, a keyholder or a contractor, the first 30 minutes are included. Additional on-site attendance is charged at \$50 per hour, in 15-minute blocks, rounded up.

7. Extra call-outs and static guarding

- 7.1** Your monthly price covers only the scheduled services listed in your quote.
- 7.2** Extra call-outs outside the agreed schedule, such as an additional lock-up or unlock, are \$60 each, including up to 30 minutes on site, then as in 6.4. Call-outs outside our Timaru service area are priced in your quote. Where practical, we will tell you the cost first.
- 7.3** Where we offer static guarding, it is from \$40 per hour, subject to availability, booked 24 hours ahead, with a 3-hour minimum (also charged if cancelled with less than 24 hours' notice). Public holidays are quoted separately.

8. Price and payment

- 8.1** You pay the fixed monthly price set out in your quote. There are no fuel or public holiday surcharges on scheduled services.
- 8.2** All prices include GST.
- 8.3** We invoice monthly. Payment is due on the date stated on the invoice, which will ordinarily be the 20th of the following month.
- 8.4** Your first and final invoices are pro-rated to the actual service period.
- 8.5** If you believe part of an invoice is incorrect, tell us within 14 days and we will work through it with you.
- 8.6** If an invoice remains unpaid after reasonable notice, we may pause the service until the account is brought up to date.

9. Changes and ending the agreement

- 9.1** Either of us can request changes to the services, sites or visit times. Agreed changes can be confirmed by email and may be reflected in an updated quote.
- 9.2** We will give at least 30 days' written notice of any price change. If you do not want to continue at the new price, you can end the agreement before it takes effect. If the service continues after that date, the new price applies.
- 9.3** Either of us can end the agreement at any time with 14 days' written notice. There is no cancellation fee.
- 9.4** Either of us can end the agreement immediately if the other seriously breaches the agreement and does not fix the breach within 7 days of written notice, or becomes insolvent.
- 9.5** We may pause or end the service if the site becomes unsafe for our team and the problem is not fixed.

10. Liability

- 10.1** We are responsible for loss or damage caused by our negligence or breach of this agreement, subject to these terms and any limits imposed by law.
- 10.2** We are not responsible for loss, theft or damage caused by other people unless our negligence or breach contributed to it.
- 10.3** We are not liable for indirect or consequential loss, including loss of profit, revenue, business or data, to the extent permitted by law.
- 10.4** Our total liability for claims connected with the agreement is limited to the fees paid to us in the 12 months before the event giving rise to the claim, to the extent permitted by law.
- 10.5** Nothing in these terms limits liability that cannot legally be limited or excluded.

11. Insurance

- 11.1** We hold public liability and statutory liability insurance. A certificate of currency is available on request.
- 11.2** Our patrols do not replace your own insurance. You remain responsible for insuring your premises, stock, vehicles and other property.

12. Health and safety

- 12.1** Both parties have health and safety responsibilities while work is being carried out at your site.
- 12.2** You must tell us about known hazards and any site-specific safety requirements.
- 12.3** We may decline to enter an area we reasonably believe is unsafe and will tell you as soon as practical.

13. Privacy and confidentiality

- 13.1** During patrols we may record visit times, location information, photographs, notes and contact details for your nominated people. We use this to provide the service, report to you and meet our legal obligations under the Privacy Act 2020.
- 13.2** We keep your site details, security arrangements, access information and reports confidential. We will not use photographs of your site for marketing without your permission.
- 13.3** Information may be shared with you, your nominated contacts, police or emergency services, your insurer at your request, or where required by law.

14. General

- 14.1** Written notices can be sent by email to the addresses in your quote, or to info@pringlesolutions.co.nz.
- 14.2** If a dispute cannot be resolved by talking it through, either party may refer the matter to mediation or another appropriate dispute-resolution process.
- 14.3** We provide the services as an independent contractor, not as your employee, agent or partner.
- 14.4** Your accepted quote, these terms and any agreed written changes make up the whole agreement between us.
- 14.5** If you are in trade and buying our services for your business, the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply, and you agree this is fair and reasonable.
- 14.6** If any part of these terms is unenforceable, the rest still applies. This agreement is governed by New Zealand law.