

GENERAL CONDITIONS OF CONTRACT

1. Aon Sprinkler Certification ("ASC") shall perform the Services as described in the attached documents. The Client and ASC agree that the Services are acquired for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the Services.
2. In providing the Services ASC shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The Client shall provide to ASC, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. ASC shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to ASC, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
4. The Client may order variations to the Services in writing or may request ASC to submit proposals for variation to the Services.
5. The Client shall pay ASC for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an Agent (or a person purporting to act as Agent) on behalf of the Client, the Agent and Client shall be jointly and severally liable for payment of all fees and expenses due to ASC under this Agreement.
6. All amounts payable by the Client shall be paid within thirty (30) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of ASC's overdraft rate plus 2% and in addition the costs of any actions taken by ASC to recover the debt.
7. Where Services are carried out on a time charge basis ASC shall maintain records which clearly identify time and expenses incurred.
8. The liability of ASC to the Client in respect of his or her Services for the project, whether in contract, tort or otherwise, shall be limited to the lesser of five times the value of the fees (exclusive GST and disbursements), or the sum of \$NZ 250,000. ASC shall only be liable to the Client for direct loss or damage suffered by the Client as the result of a breach by ASC of his or her obligations under this Agreement and shall not be liable for any loss of profits.
9. ASC acknowledges that ASC currently holds a policy of Professional Indemnity insurance for the lesser of \$NZ 250,000 or five times the value of the fees (exclusive of GST and disbursements). ASC undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
10. Neither the Client nor ASC shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him or her within six years from completion of the Services.
11. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
12. ASC shall retain intellectual property/copyright in all drawings, specifications and other documents prepared by ASC. The Client shall be entitled to use them or copy them only for the Works and the purpose for which they are intended. The ownership of data and factual information collected by ASC and paid for by the Client shall, after payment by the Client, lie with the Client. The client shall recognise that the documentation nominated under NZS4541:2007 clause 110.6 may be distributed to other parties.. The Client may reproduce drawings, specifications and other documents in which ASC has copyright, as reasonably required in connection with the project but not otherwise.
13. The Client may suspend all or part of the Services by notice to ASC who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and ASC may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
14. The Parties shall attempt in good faith to settle any dispute by mediation.
15. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.