

Privacy Policy and Terms and Conditions for RPC Limited, registered as a NZ Limited Company on the 16<sup>th</sup> of May 1988, NZBN Number: 9429039462374, which operates under the brands and trading names RPC Land Surveyors in East Tamaki, Auckland and Mt Maunganui, Bay of Plenty and Nicklin CE Cambridge, Waikato. Collectively, RPC Limited serve the regions: Auckland, Bay of Plenty, and Waikato, and the surrounding areas, in New Zealand. Designated as documentation to comply with New Zealand's Privacy Act 2020, Fair Trading Act 1986, and related regulations, while remaining general-purpose and suitable for website or business use.

# PRIVACY POLICY

#### Last Updated: 14th July 2025.

**RPC Limited** ("we", "us", or "our") owns and operates the associated brands **RPC Land Surveyors** and **Nicklin CE**. We are committed to protecting your personal information and complying with the **Privacy Act 2020** (New Zealand).

#### 1. What Information We Collect

We may collect personal information, including:

- Name, email address, phone number, and postal address
- Company details and project information
- Information provided via contact forms or surveys
- Website usage data (e.g., IP address, browser type)

## 2. How We Use Your Information

We may use your information to:

- Provide and improve our services
- Respond to enquiries or customer support requests
- Send project updates, newsletters, or marketing (with your consent)
- Meet legal or regulatory obligations

#### 3. Sharing Your Information

We do not sell your data. We may share information with:

Our subcontractors or trusted service providers, as needed

- Authorities were legally required (e.g., law enforcement or regulatory bodies)
- Partners directly involved in your project, with your consent

### 4. Cookies and Analytics

We use cookies and tools like Google Analytics to understand website usage. You can disable cookies through your browser settings.

#### 5. Data Storage and Security

All personal data is stored securely and only accessed by authorised personnel. We take reasonable steps to protect it from misuse, loss, and unauthorised access. We retain personal data only as long as necessary to fulfil the purposes we collected it for, including for legal, accounting, or reporting requirements.

## 6. Your Rights

Under New Zealand law, you have the right to:

- Access your personal information
- Correct your information
- Withdraw consent for communications. To make a request, please contact us using the details below.

### 7. Third-Party Providers

Providers (e.g. cloud storage, CRM "Juicy" platform, Synergy and Abtrac), no data is stored offshore, and all storage is secured by TotalCom.

#### 8. Data Breach Process

We will notify affected individuals and the Privacy Commissioner of any notifiable privacy breach, as required under the Privacy Act 2020.

## 9. Marketing Consent

By opting in to our client engagement, you agree to receive marketing communications from us. You may update your preferences or withdraw consent at any time through your account settings or by contacting our team directly. Your privacy and choice are always respected.

### 10. Contact Us

For privacy-related questions or to make a complaint:

RPC Limited | Auckland | Bay of Plenty | Waikato, NZ

### **Auckland**

Unit 4, 12 Laidlaw Way, East Tamaki, Auckland 2019

Phone: (09) 273 7505 Email: auckland@rpc.co.nz Web: www.rpc.co.nz

# Bay of Plenty (Mt Maunganui)

321 Maunganui Road, Mount Maunganui

Phone: (07) 575 4911

Email: mountmaunganui@rpc.co.nz

Web: www.rpc.co.nz

## Waikato (Cambridge)

6 Wilson Street, Cambridge 3450

Phone: (07) 827 4945

Email: office@nicklince.co.nz Web: www.nicklince.co.nz

Or use the contact form on our website(s).

# **TERMS AND CONDITIONS**

## Last Updated: 14th July 2025.

These Terms and Conditions govern the use of our website(s) and services provided by **RPC Limited**, trading as **RPC Land Surveyors** and **Nicklin CE**.

### 1. Acceptance of Terms

By using our website or services, you agree to these Terms. If you do not agree, please do not use our site or services.

#### 2. Services and Deliverables

We provide surveying, planning, and engineering consultancy services. All project scopes, deliverables, and timelines will be outlined in a client service agreement or proposal prior to commencement. Our standard engagement letter and terms of trade can be obtained by you on request.

#### 3. Quotes and Pricing

All quotes are indicative unless expressly stated otherwise. Prices may be subject to change due to project complexity, additional work requests, or third-party fees. GST is charged in accordance with NZ tax law. Invoices are payable within 30 days of issue unless otherwise agreed. Interest may be charged on overdue accounts at the current inflation rate per annum; the inflation rate may vary, but is generally between 2-3% p.a.

### 4. Intellectual Property

All content, designs, reports, and documents we create remain our intellectual property unless otherwise agreed in writing. Clients receive a licence to use deliverables for their intended purpose.

# 5. Limitation of Liability

We will exercise all due care and diligence, but we are not liable for:

- Indirect or consequential loss
- Delays caused by factors beyond our control
- Third-party acts or omissions

#### 6. Website Use

Content on our websites (www.rpc.co.nz, www.nicklince.co.nz, etc.) is for general information. You may not reproduce or distribute content without permission. We do not guarantee uninterrupted access to our website or that the content is always accurate or up to date.

#### 7. Termination

We may suspend or terminate your access to services or website features at our discretion if we believe you have breached these terms or engaged in unlawful behaviour.

#### 8. Governing Law

These Terms are governed by the laws of **New Zealand**. Any disputes will be resolved in accordance with the **New Zealand legal system**.

#### 9. Dispute Resolution

Parties agree to first attempt internal resolution or mediation in good faith before pursuing legal action for any dispute arising.

## 10. Force Majeure

Neither party shall be liable for delays caused by events beyond its control, including natural disasters, pandemics, or government restrictions.

## 11. Consumer Guarantees Act (CGA) / Commercial Services

Where services are acquired for business purposes, the Consumer Guarantees Act 1993 does not apply.

#### 12. Contact

Questions about these Terms?

RPC Limited | Auckland | Bay of Plenty | Waikato, NZ

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Or use the contact form on our website(s).

**RPC Limited** | Auckland | Bay of Plenty | Waikato, NZ, operates in 3 core regions and has 2 brands, RPC Land Surveyors and Nicklin CE, both brands and companies are owned by RPC Limited.

