

# Patrol Service Terms and Conditions

## 1. A Patrol Service Is a Shared Service

The customer acknowledges that the patrol service is a shared service with other customers of National Protective Services. There could be interruptions or delays caused by emergencies such as: police or emergency services, flood, fire, break-ins at other customer's premises, busy periods or any unforeseen circumstances. These interruptions or delays may prevent or delay National Protective Services from performing the number of inspections during the service period. National Protective Services will not be held liable for any non-performance due to these circumstances or causes.

## 2. Nature of Goods and Services

It is acknowledged and agreed by the parties that:

National Protective Services is not an insurer and that any insurance against fire, theft, damage, loss, injury or any other cause to premises, property and person must be obtained by the customer at its own cost.

The charges payable by the customer are based solely on the value of the patrol services provided by National Protective Services and are unrelated to the value of the customer's premises or property or the property of others located in the customer's premises.

National Protective Services delivers and the customer accepts the patrol services on the basis that the events identified in the clause above can or will be prevented.

## 3. Payment and Interest Charges

The customer must pay the charges, within 14 days of receiving an invoice from National Protective Services, or as otherwise notified by National Protective Services.

If the customer fails to pay to National Protective Services any amount under this agreement, National Protective Services may:

- Suspend patrol services;
- Immediately terminate this agreement by providing written notice to the customer;
- Terminate any credit facilities; and
- Institute legal action for recovery of outstanding amounts and costs incurred.

Time shall be of the essence in respect of the payment of amounts due. The customer shall pay interest on amounts over the payment terms at the rate of 5% accumulative per month from the date payment is due to the date on which payment is received by National Protective Services.

The customer must pay National Protective Services all costs and expenses, including legal costs, incurred by National Protective Services in the collection of any overdue account, or incurred by National Protective Services due to any breach of this agreement by the customer.

## 4. Variations

National Protective Services may vary these terms and conditions at any time by giving notice in writing to the customer.

The charges are based upon wages, related costs and general costs existing at the date of this agreement. National Protective Services reserves the right to vary the charger to allow for any increase in operating costs by giving written notice to the customer stating the amount of the increase and the date which the increase is to apply.

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## 5. Client's Obligations

The customer must provide National Protective Services with the names and contact details of at least three after hour's contacts and must promptly notify National Protective Services of any changes to those contacts.

If National Protective Services has keys or code access to the customer's premises, the customer must not change the lock(s) or Code(s) without notifying National Protective Services and supplying replacement key(s) or the new code(s).

## 6. Liability

National Protective Services will not be liable to the customer for:

Any loss or damage caused by any reason beyond the control of National Protective Services including but not limited to mechanical break-down, storm, earthquakes, strikes, lock-outs, labour disputes of whatever type, act of god, war (weather declared or not), act (administrative or legislative) of any government, riot or civil commotion, fire, explosion or act of omission of the customer, its servants or agents.

Any indirect or consequential damage.

Any loss, damage or liability suffered or incurred by the customer except to the extent to which such loss, damage or liability is caused by the negligence of National Protective Services or any of its employees acting within the scope of their employment.

Any liability on the part of National Protective Services to the customer arising under this agreement or at common law (including liability for negligence) in respect of any death or injury to any person or loss, damage or liability of whatsoever nature sustained or incurred by the customer shall be limited to a sum not exceeding \$5,000,000 (which shall include all legal costs) in respect of the aggregate of all claims arising during any consecutive period of 12 months.

The customer indemnifies National Protective Services against any costs, damage, loss or liability of any kind (including legal costs and disbursements) suffered or incurred by National Protective Services in respect of any personal injury or death of any person, or loss of or damage to any property arising out of or in connection with the patrol services, arising from any act, error or omission of the customer.

## 7. Notification of Claims

Claims against National Protective Services must be made by the customer to National Protective Services in writing within 14 days of the day that the existence of the claim came or should have come to the notice of the customer and must state the nature, grounds and amount of the claim. Time is of the essence in respect of this clause and any claims not notified within 14 days shall not be allowable or admitted and shall be deemed waived or abandoned by the customer.

## 8. Notices

Notices to be given under this agreement must be served by either party by registered post or by delivery to the address of the party started in this agreement or to its registered address. Service may be effected by facsimile with service deemed to be effected when the sending party's machine produces a transmission report indicating that error free transmission has been effected.

## 9. Governing Law

The agreement shall be governed by and constructed in accordance with the laws of the state or territory in which it is entered in to.

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### **10. Non-assignability**

National Protective Services may assign its rights or transfer its obligation under this agreement without the consent of the customer. The customer shall not assign its right or transfer its obligations under this agreement without the written consent of the National Protective Services.

### **11. Entire Agreement**

This agreement contains the entire agreement between the parties in relation to the provision of the patrol services. Any conditions which appear on any purchase order or other document produced by the customer will be void and of no effect.

### **12. GST**

Unless expressly included, the consideration for any supply of goods or services under or in connection with this agreement does not include GST.

To the extent that any supply made under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount determined by the supplier, not exceeding the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect to the supply.

National Protective Services must issue a tax invoice to the customer in respect of the above clause applies no later than 7 days following payment of the GST inclusive of the consideration determined under that clause.

If either party is entitled under this agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified, or by its representative members.

### **13. Termination**

Either party may terminate this agreement immediately if the other party is in breach of any of these conditions or if the other party has petition for its winding up or goes into liquidation on a voluntary or compulsory basis, commits any act of bankruptcy, makes arrangement or composition with its creditors, has receiver or manager appointed over any part of its undertaking or assets.

### **14. Contract Period**

The service will commence from the date of signing the Agreement and continue subject to these conditions for the specified period from that date. Unless the Client gives written notice to the Company at least three (3) months before the end of the term the Services shall continue to be provided for periods of one (1) year until either party gives the other three (3) months written notice of cancellation to take effect at the end of the prevailing one (1) year period.