

Terms and Conditions

General

In these conditions" the Company"means National Protective Services PTY.LTD. "the Client"means the person(s) firm(s) or company to whom or which this agreement is addressed. "Equipment" or "Services" means the Equipment or Services the subject of this agreement.

1. Liability

The company shall not be liable to the client for any loss or damage (including any consequential loss) suffered by the Client howsoever caused including but not limited to loss or damage caused by the negligence of the Company, its employees, servants or agents relating to installation of the Equipment or its operation or by failing to follow up properly or at all any signal or alarm or by the non-receipt of any signal or alarm.

2. Equipment

The client acknowledges that the Equipment has been selected by the Client from the range of the Company's products offered to the client in accordance with the Client's stated requirements to the Company as to cost and the Client's assessment of the degree of security risk to persons or property in the light of the nature of the Client's circumstances, its premises and the contents thereof.

It is understood and accepted between the parties hereto that:

- (i) the Company is not an insurer and that any insurance against fire theft damage injury or any other cause must be obtained by the Client at its own cost.
- (ii) the costs and fees payable by the Client are based solely on the value of the Equipment and the Services provided and are unrelated to the value of the Client's property or the property of others located in the Client's premises.
- (iii) the Company does not represent that the Equipment, the Company's control room equipment or the connecting telecommunications link or lines may not be circumvented or will in all cases carry out the function for which they are designed.
- (iv) no representation is made and no term or obligation is implied that the Equipment, the Company's Central Station or any connecting link or lines will remain in working order or proper working condition or will operate properly or is fit or suitable for any purpose or is of any particular quality or complies with any standard.
- (v) no representation is made or is implied that any act matter or thing to be performed or done by the Company shall be performed in any particular manner or in accordance with any standard or system or with due care or skill or without negligence and any implied obligation or term so to do is hereby expressly excluded.
- (vi) should the Company not with standing the foregoing provisions be found liable for any loss or damage sustained or suffered by the Client whether such loss or damage arises from the breach by the Company of any contractual provision or is due to or arises from any negligence or act of commission or omission on the part of the Company its servants or agents in any respect the liability of the Company hereunder and at Common Law shall be limited to a sum not exceeding \$10,000.00 which shall include legal costs in respect of the aggregate of all claims arising during any consecutive period of twelve months.

3. Trade Practices Act

- (1) Notwithstanding the provisions hereof they shall be read subject to the Trade Practices Act 1974 (Cth) and to any implied terms, conditions or warranties imposed by that Act or any other Commonwealth Territory or State legislation insofar as such legislation may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term condition or warranty and the liability of the Company shall be limited to the maximum extent permitted by law to be:
 - (a) In the case of goods, to any one of the following the Company in its sole discretion may determine:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;or
 - (iv) the payment of cost of having the goods repaired.
 - (b) In the case of services, to any one of the following the Company in its sole discretion may determine:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

4. Charges

The charges provided for have been based upon wages, conditions and general costs existing at the date of this Agreement. The Company reserves the right to increase the charges set out in the front of this form to allow for any increases in operating costs by giving notice to the Client stating the new charges and the date upon which the new charges are to apply.

5. Payments and Interest Charges

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

- 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% 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.

6. Subcontractors

The client acknowledges and agrees that the company retains the right to subcontract the performance of any or all of its obligations hereunder to any person, firm or company without giving notice to the Client.

7.

In the event of a strike on the Client's premises the Company's employees, servants or agents shall not be required to carry out any duties, which may be or may be constructed or considered to be a strike-breaking nature.

Installation

1. Quotation

- (a) the prices quoted are subject to acceptance by the Client for the Equipment (and installation thereof) or Services (or both) as set out in this Agreement.
- (b) the prices quoted are based on the following:
 - (i) labour, material, storage and transport costs and costs incurred in fulfilling statutory requirements (if any) at the date herof:
and
 - (ii) installation of the Equipment being effected during normal working hours on normal working days.

The company reserves the right to alter this Quotation (whether or not it has already been accepted) should there be any change in the costs referred to or, in the case of Equipment, if installation is to be effected other than as stated.

2. Validity

This Quotation remains valid for thirty days commencing from the date of this quotation.

3. Deposit

A deposit equalling 50% of the total installation charge shall be required at the time of signing this Agreement and the receipt of the deposit monies by the Company shall not constitute an acceptance of the Agreement by the Company until such time as the Client has passed the Company's credit criteria.

4. Installation

The company shall install the Equipment with reasonable dispatch but shall not be liable for any loss, injury, damage or expense of any nature arising out of any delay in installation or any delay or failure to deliver the Equipment from whatever cause (including negligence by the Company, its employees, servants or agents), nor shall any such delay or failure entitle the Client to cancel this agreement or refuse to accept delivery and installation of the Equipment.

Terms and Conditions

Installation (continued)

5. Title

Subject to clause 12(2) relating to monitoring services, title to the Equipment will remain in the Company until payment in full of the total installation charge thereof but the risk in relation to any loss of or damage to the Equipment shall pass to the Client upon delivery to the Client's premises.

6. Payments

- (a) The unpaid balance of the total installation charge is payable on completion of the installation provided that the customer shall pay within 7 days all claims made by the company for progress payments for work done or deliveries made in connection with supply and/or installation of the Equipment and the Company has the right to make progress claims for any installation which extends beyond thirty days.
- (b) Should the Client default in any one or more of the above payments the Company may cease installing the Equipment and may remove the same and any costs incurred by the Company as a consequence thereof shall be borne by the Client including cost of removal.

7. Power Supply

Continuous supply 240VAC power points will be required at the Clients premises at the location of the panel and the location of any remote power supplies, and must be operable prior to installation of the Equipment. The provision of the power points shall be at the Client's expense.

8. Keys

The Equipment, where applicable will be supplied with two (2) keys for the control panel, and any additional keys will be supplied at the Client's expense.

9. Warranty

The Company is not the manufacturer of the Equipment and will so far as it is able to do so assign the benefit of any manufacturer's warranty the Company warrants that it will remedy, at its own cost, any defective installation workmanship by it where the Client notifies the defect to the Company within three months of installation. All warranty calls will be carried out between the hours of 8 a.m. to 5 p.m. Monday to Friday excluding Public Holidays.

Any calls outside these hours will be charged for at the penalty rates charged by the Company from time to time.

10. Access

The Client shall allow the Company, its employees, servants or agents, full and free access at all necessary times to the Client's premises and unrestricted use of the facilities thereof to effect installation or provide any other maintenance or repairs which may be necessary from time to time.

Monitoring Services

1. Basic Monitoring

The standard response in the event of an alarm condition occurring is to notify the nominated After Hours Contact.

2. (a) Closing Service

Late to close;

The standard response, in the event of an alarm condition caused because the monitored system has not been switched on by the scheduled closing time, is to contact the premises and seek authorisation for an extension of the scheduled closing time. Should there be no response at the premises, the nominated after hours contact will be advised. If the Company has keys to the premises, a National Protective Services Patrol Officer (providing Patrols are on duty) can for an additional charge attend and switch on the system, if requested.

2. (b) Opening/Closing Service

Early to open;

In addition to the 2(a) service, the standard response, in the event of an alarm condition caused because an authorised key holder enters the premises outside the schedule hours, is to call the nominated after hours contact and advise that an unscheduled entry has occurred. If the monitored system is not opened and closed at regular times, the late to close 2(a) and early to open 2(b) monitoring services cannot be provided.

3. Medical Alarm Monitoring

The standard response in the event of a Medical Alarm occurring is to contact the user and seek confirmation of the alarm condition. If contact with the user is not established, then a person from the list of nominated Emergency Contact Numbers will be notified or a National Protective Services Patrol officer (providing patrols are on duty) will be dispatched.

4. Patrol Service

Hours during which Patrol Response is provided vary from location to location. It is neither implied nor intended that Patrol response is available 24 hours per day, seven days per week.

5. Contract Period and Termination

The service shall commence from the date of connection of the Equipment to the Company's Central Station and continue subject to these conditions for specified years from that date. At the end of the specified year term the Services shall continue to be provided until either party gives the other three (3) months written notice of cancellation.

7. Payments

The total weekly charges for the Monitoring Services (for a quarterly period) shall be payable quarterly in advance, the first payment to be made on connection to the Central Station, notwithstanding the telecommunications link or line rental component which shall be due and payable from the date of connection. If payment is in arrears at any time the Company shall not be bound to perform any or all of the Services to be provided to the Client.

8. Exclusions

The weekly monitoring charges do not include the cost of Patrol Response to alarm conditions, or other costs and charges that may be levied by Government or Statutory Authorities, directly or indirectly as a result of alarm or other conditions generated by the Equipment in the due course of its operation.

9. Smoke Detector Equipment

Where the Equipment includes smoke detectors, the Fire Authorities will not be notified in the event of an alarm condition. Where the smoke detectors are part of the monitored Equipment the standard response will be as described above in relation to the Monitoring Service selected by the Client.

10. Termination

- (1) The Monitoring Services may immediately be terminated by the Company without notice if:
 - (i) either the Equipment or the connections to the Clients premises are destroyed or damaged beyond repair for any reason but not limited to fire, explosion, act of God, war (whether declared or not), restraint imposed by any Government or authority, riot, civil commotion or any cause whatsoever beyond the control of the Company; or
 - (ii) at any time the Company is unable to obtain or retain the necessary rights and privileges necessary for the transmission of signals between the Client's premises and the Company's Central Station; or
 - (iii) the Client fails to pay any amount due hereunder within seven (7) days after the date upon which the amount is due for payment or is in breach of its obligations hereunder or, if a corporation, enters into any arrangement with its creditors or goes into receivership or liquidation or ceases to carry on business or, if an individual, commits an act of bankruptcy or takes advantage of any legislation for insolvent debtors; and such termination shall not give rise to any claim by the Client against the Company.
- (2) Upon termination of the monitoring services herein for whatever reason the Company may enter the monitored premises and remove the microchip installed in the dialler unit, the transceiver (radio telemetry systems only) and all software installed in the Equipment (collectively called the "Control Equipment"), which items shall at all times remain the property of the Company.

11. Alteration

The client shall notify the Company of a proposed structural alteration to the monitored premises, and any alteration to the Equipment and its installation which may be necessary as a result shall be carried out by the Company at the Client's expense and the weekly monitoring charges may be adjusted accordingly.

Terms and Conditions

Maintenance Services

1. Service

The company agrees to provide the Maintenance Service as detailed herein upon payment by the Client of the prescribed charges for the duration of this Agreement.

2. Agreement Period

The service shall commence from the date of signing this 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.

3. Payments

The total weekly charges for the maintenance service (for a quarterly period) shall be payable quarterly in advance, the first payment to be made on connection to the Central Station. If payment is in arrears at any time the Company shall not be bound to perform any or all of the Services to be provided to the Client.

4. Hours

All service calls will be carried out between the hours of 9a.m. and 5p.m. Monday to Friday excluding Public Holidays. Any calls outside these hours will be charged for at the penalty rates charged by the Company from time to time.

5. Non Transfer

This agreement extends cover only to the Equipment installed by the Company at the above mentioned premises as shown on the front of this Agreement and will not be transferred to any other client, any other equipment or any other premises without the written permission of the Company.

6. Exclusions

This Agreement does not cover repairs and/or replacement and/or maintenance for damage resulting from accident, negligence by the Client and/or his employees, servants or agent, misuse, power failure and/or fluctuations, lightning, fire, water, storm, illegal entry or any cause external to the system.

7. Alterations

The Client shall notify the Company of any proposed structural alteration to the premises, and any alteration to the Equipment and its installation which may be necessary as a result shall be carried out by the Company at the Client's expense and the maintenance charges may be adjusted accordingly.

8. Upgrade

Where continuity of this Agreement is maintained for a period of five (5) years the Company reserves the right to exclude from maintenance cover any Equipment which is deemed by the Company as being justified for replacement due to an expired performance duration or obsolescence. The Client may elect to upgrade the excluded Equipment at the Client's expense and subsequent to upgrade the maintenance cover of this Agreement will be extended to the replacement Equipment.

Patrol Service

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. 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).

3. Payments

The total monthly charge shall be payable within 14 days of receiving an invoice from National Protective Services, or as otherwise notified by National Protective Services. If payment is in arrears at anytime the Company shall not be bound to perform any or all of the Services to be provided to the Client