

# Queensland Security Protection Pty Ltd – Terms & Conditions of Trade

<p><b>1. Preamble</b></p> <p>1.1 All Services of Queensland Security Protection Pty Ltd and associated trading entities whether gratuitous or not, are supplied subject to these Conditions and:</p> <p>(a) The provisions of Part I shall apply to the provision of all and any Goods and Services.</p> <p>(b) The provisions of Part II shall apply to the provision of Hire Equipment.</p> <p>(c) The provisions of Part III shall apply to the provision of Service, Maintenance, Monitoring, Patrol and Alarm Response.</p> <p style="text-align: center;"><b>PART I – GENERAL TERMS AND CONDITIONS</b></p> <p><b>2. Definitions</b></p> <p>2.1 <b>“Contract”</b> means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.</p> <p>2.2 <b>“Supplier”</b> means Queensland Security Protection Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Queensland Security Protection Pty Ltd.</p> <p>2.3 <b>“Client”</b> means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally; and</p> <p>(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(d) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>2.4 <b>“Goods”</b> means all Goods or Services supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).</p> <p>2.5 <b>“Equipment”</b> means all Equipment including any accessories supplied on hire by the Supplier to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by the Supplier to the Client.</p> <p>2.6 <b>“Minimum Hire Period”</b> means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client.</p> <p>2.7 <b>“Service Agreement”</b> means a fixed term Contract for a designated timeframe for the supply of specific Services as agreed between the Client and the Supplier.</p> <p>2.8 <b>“Confidential Information”</b> means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, <b>“Personal Information”</b> such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.</p> <p>2.9 <b>“Cookies”</b> means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. <b>If the Client does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.</b></p> <p>2.10 <b>“Extra Work”</b> means work authorised by the Client and carried out by the Supplier for which an extra charge is payable at the Supplier's normal rates in addition to work accepted by the Client in a written quotation. Extra Work includes:</p> <p>(a) service work undertaken on a 'do and charge' basis and is not necessarily specified as exclusions in any quotation; and</p> <p>(b) repairs and replacement parts, except in the event that such work is completed under warranty as agreed by the Supplier; and</p> <p>(c) system maintenance, unless otherwise agreed by the Supplier in writing.</p> <p>2.11 <b>“Monitoring Services”</b> shall mean around-the-clock monitoring of the security alarm system for alarm signals and, if selected by the Client, opening and closing signals and/or other security services.</p> <p>2.12 <b>“Price”</b> means the Price payable (plus any GST where applicable) for the Goods and/or Equipment hire as agreed between the Supplier and the Client in accordance with clause 9 below.</p> <p>2.13 <b>“GST”</b> means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).</p> <p><b>3. Acceptance</b></p> <p>3.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Goods/Equipment.</p> <p>3.2 In the event of any inconsistency between the terms and conditions of this Contract, the Supplier's Service Agreement or any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.</p> <p>3.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p> <p>3.4 The Client acknowledges and accepts that:</p> <p>(a) the supply of Goods/Equipment on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account;</p> <p>(b) in the event that the supply of Goods/Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery;</p> <p>(c) the Supplier requires access to Client's premises between the hours of 8 am and 6 pm Monday to Friday and such other times as agreed between the parties. The quotation is based on the assumption work will be performed between 8 am and 6 pm Monday to Friday. Work performed outside of these hours – for reasons beyond the control of the Supplier may be subject to further charges;</p> <p>(d) support services (and network connectivity) are provided by third-parties and the Supplier does not guarantee the support services or network connectivity of any telecommunication or other providers and therefore shall not be liable for any act or omission on the part of any third party provider.</p> <p>3.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p><b>4. Errors and Omissions</b></p> <p>4.1 The Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.</p> <p>4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or willful misconduct of the Supplier; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.</p> <p><b>5. Credit Card Information</b></p> <p>5.1 The Supplier will:</p> <p>(a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by the Supplier;</p> <p>(b) not disclose the Client's credit card details to any third party;</p> <p>(c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 21) or where required by law.</p> <p>5.2 The Client expressly agrees that, if pursuant to this Contract, there are:</p>	<p>(a) any unpaid Charges;</p> <p>(b) other amounts due and outstanding by the Client;</p> <p>(c) any Equipment (or any part of them) supplied on loan that are lost or damaged. The Supplier is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.</p> <p><b>6. Authorised Representatives</b></p> <p>6.1 Unless otherwise limited as per clause 6.2, the Client agrees that should the Client introduce any third party to the Supplier as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods and/or to request any variation thereto, on the Client's behalf (such authority to continue until all requested Goods have been delivered or the Client otherwise notifies the Supplier in writing that said person is no longer the Client's duly authorised representative).</p> <p>6.2 In the event that the Client's duly authorised representative (as per clause 6.1) is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise the Supplier in writing of the parameters of the limited authority granted to their representative.</p> <p>6.3 The Client specifically acknowledges and accepts that they will be solely liable to the Supplier for all additional costs incurred by the Supplier (including the Supplier's profit margin) in supplying any Goods, or variations thereto, requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 6.2 (if any)).</p> <p><b>Fixed Term Contracts</b></p> <p>10.7 Where this Contract is for ongoing Services, the commencement date shall be the date of the first Delivery of the Services under a Service Agreement, or from the date of signing, whichever is the earlier. A Service Agreement shall be for the period ("initial term") as agreed between both parties and shall revert to a month to month basis automatically, thereafter, unless agreed otherwise until terminated by either party by giving at least one (1) months required notice as defined in the Service Agreement prior to the expiration date of the initial term or any additional term.</p> <p>10.8 The Client accepts and acknowledges that all fixed contracts are subject to periodic price reviews to allow for increases to the Supplier in the cost of labour and goods (including but not limited to, movement in the Consumer Price Index (CPI), which are beyond the control of the Supplier.</p> <p><b>Change in Control</b></p> <p>10.9 The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.</p> <p><b>Price and Payment</b></p> <p>10.10 At the Supplier's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by the Supplier to the Client; or</p> <p>(b) the Price as at the date of Delivery of the Goods/Equipment according to the Supplier's current price list; or</p> <p>(c) (where the Client is on a <b>“Fixed Term Contract”</b>), the Client is required to pay monthly fees for the on-going provision of the Services to the Client by the Supplier as stipulated in this Contract; or</p> <p>(d) the Supplier's quoted price (subject to clause 9.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>10.11 The Supplier reserves the right to change the Price:</p> <p>(a) in the event of a variation to the Supplier's quotation;</p> <p>(b) if a variation to the Goods which are to be supplied is requested; or</p> <p>(c) if a variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of Extra Work required due to unforeseeable problems with the site which are only revealed when undertaking the Services, such as concealed or obscured site or system defect found on closer inspection, inaccessible wiring or any existing wiring which does not comply with Australian Standards and causes the new installation to be non-compliant;</p> <p>(d) in the event of increases to the Supplier in the cost of goods and labour) Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>10.12 The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>10.13 At the Supplier's sole discretion a non-refundable deposit may be required. Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:</p> <p>(a) on Delivery of the Goods/Equipment;</p> <p>(b) before Delivery of the Goods/Equipment;</p> <p>(c) by way of instalments/progress payments in accordance with the Supplier's payment schedule;</p> <p>(d) fifteen (15) days following the end of the month in which a statement is posted to the Client's address or address for notices;</p> <p>(e) the date specified on any invoice or other form as being the date for payment; or</p> <p>(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.</p> <p>10.14 Payment may be made by cash, electronic/on-line banking, Credit Card (a surcharge may apply per transaction) or by any other method as agreed to between the Client and the Supplier.</p> <p>10.15 The Supplier may in its discretion allocate any payment received from the Client towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods/Equipment.</p> <p>10.16 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>10.17 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p><b>Provision of the Services</b></p> <p>10.18 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that the Supplier (or the Supplier's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.</p> <p>10.19 The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Supplier claims an extension of time (by giving the Client written notice) where completion is delayed</p>	<p>by an event beyond the Supplier's control, including but not limited to any failure by the Client to:</p> <p>(a) make a selection; or</p> <p>(b) have the site ready for the Services; or</p> <p>(c) notify the Supplier that the site is ready;</p> <p>10.3 At the Supplier's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price.</p> <p>10.4 The Supplier may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>10.5 Any time specified by the Supplier for Delivery of the Goods/Equipment is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>10.6 The Client shall provide:</p> <p>(a) at the Client's cost, mains power connection so as to enable installation and/or service work to be undertaken at the premises; and</p> <p>(b) clear and reasonable access to the premises on the agreed date for the Services to be undertaken. Delays to the Supplier's technical staff waiting for access and/or clearing of obstacles, or other Client causes, may result in additional fees to be added to the Price. The Supplier shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Supplier.</p> <p>10.7 Any telecommunications connection required for the installation and/or maintenance of a security system will be arranged and paid for by the Client unless otherwise agreed in writing.</p> <p>10.8 Repairs and replacement parts are extra work except in the event that such work is completed under warranty as agreed by the Supplier.</p> <p>10.9 System Maintenance is extra work unless otherwise agreed by the Supplier in writing.</p> <p><b>Dimensions, Plans and Specifications</b></p> <p>11.1 The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.</p> <p>11.2 If the giving of quotation for the supply of Goods involves the Supplier estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of those measurements and quantities, before the Client accepts such quotation. Should the Client require any changes to the measurements and quantities, the Client shall request such changes in writing before acceptance of the quotation.</p> <p><b>Risk to Goods</b></p> <p>12.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.</p> <p>12.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.</p> <p>12.3 If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.</p> <p>12.4 If the Client requests the Supplier to deliver the Goods to an unattended address, then such Goods shall be left at the Client's sole risk.</p> <p><b>Clients Responsibilities</b></p> <p>13.1 The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation thereof and are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe structures or risk) that the Supplier reasonably forms the opinion that the Client's premises is not safe for the Services to proceed then the Supplier shall be entitled to delay the provision of the Services (in accordance with 10.2) until the Supplier is satisfied that it is safe for the installation to proceed.</p> <p>13.2 The Client acknowledges and accepts that:</p> <p>(a) in the event asbestos or any other toxic substances are discovered during the installation that it is the Client's responsibility to ensure the safe removal of the same. The Client further agrees to indemnify the Supplier against any costs incurred by the Supplier as a consequence of such discovery. Under no circumstances will the Supplier handle removal of any asbestos product; and</p> <p>(b) the Supplier is only responsible for components that are replaced by the Supplier and does not at any stage accept any liability in respect of previous services and/or goods supplied by any other third party that subsequently fail and found to be the source of the failure; and</p> <p>(c) all electronic security systems, smoke detectors, heat detectors and any similar devices installed at or attached to the address are:</p> <p>(i) for monitoring and detection purposes only and should not be regarded as life saving devices; and</p> <p>(ii) do not guarantee that the address will be free from malicious damage or loss caused by attack and/or breaking or entering.</p> <p>13.3 It shall be the Client's responsibility:</p> <p>(a) to ensure the security system equipment is tested and maintained to full operational condition; and</p> <p>(b) for all phone calls emanating from the security system panel; and</p> <p>(c) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system.</p> <p>13.4 The Client agrees that all goods supplied by the Client or the Client's third-party sub-contractors will:</p> <p>(a) be supplied in accordance with all legislative requirements;</p> <p>(b) be suitable for their inclusion into the Services.</p> <p><b>Access and Damage</b></p> <p>14.1 The Client shall ensure that the Supplier has clear and free access to the nominated address or vehicle at all times to enable them to supply the Goods and/or Services. The Supplier shall not be liable for any loss or damage to the address (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Supplier.</p> <p>14.2 The Client agrees to ensure that the premises shall at all times be a safe working environment and (without limitation) shall not contain asbestos or any other such similar hazard of any infectious or building disease.</p> <p>14.3 The Client shall advise the Supplier in the event of any changed circumstances, or planned changes, to the premises which might affect the Supplier's ability to supply the Goods and/or Services in a safe manner.</p> <p>14.4 The Supplier shall not be held responsible for any damage to dug up/cut cabling caused by outside agents. Where the Client requests the Supplier to provide additional Services where such damage occurs, then the Supplier reserves the right to charge the Client for any costs incurred in doing so.</p> <p>14.5 Unless otherwise stated, the Client shall make good all finished surfaces (including but not limited to, ceiling tiles and panels, face brickwork and rendered masonry surfaces) which the Supplier may reasonably have to break into or disturb in order to install the Goods.</p> <p><b>Underground Locations / Hidden Services</b></p> <p>15.1 Prior to the Supplier commencing the Services the Client must advise the Supplier of the precise location of all services on the site and clearly mark the same. The mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections,</p>
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- sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 15.2 Whilst the Supplier will take all care to avoid damage to any services the Client agrees to indemnify the Supplier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 15.1.
- 16. Compliance With Laws**
- 16.1 The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services including applicable surveillance laws.
- 16.2 Both parties acknowledge and agree:
- (a) to comply with the National Construction Code of Australia (NCC) and comply with section 74AA (products associated with building works and/or the intended use) and section 74AE (Chain of Responsibility) of the QBCC Act 1991 in respect of all workmanship and building products to be supplied during the course of the Works; and
- (b) that Works will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.
- 16.3 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.
- 17. Title to Goods**
- 17.1 The Supplier and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid the Supplier all amounts owing to the Supplier; and
- (b) the Client has met all of its other obligations to the Supplier.
- 17.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 17.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 17.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to the Supplier on request;
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
- (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand;
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as its direct result;
- (e) the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods;
- (f) the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred;
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier;
- (h) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 18. Personal Property Securities Act 2009 ("PPSA")**
- 18.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 18.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment and/or collateral (account) – being a monetary obligation of the Client to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Client.
- 18.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to;
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 18.3(a)(i) or 18.3(a)(ii);
- (b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment and/or collateral (account) in favour of a third party without the prior written consent of the Supplier;
- (e) immediately advise the Supplier of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 18.4 The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 18.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 18.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 18.7 Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 18.8 The Client must unconditionally ratify any actions taken by the Supplier under clauses 18.3 to 18.5.
- 18.9 Subject to any express provisions to the contrary (including those contained in this clause 18), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 18.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 18 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 18 will apply generally for the purposes of the PPSA.
- 19. Security and Charge**
- 19.1 In consideration of the Supplier agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 19.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.
- 19.3 The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 19 including, but not limited to, signing any document on the Client's behalf.
- 20. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")**
- 20.1 The Client must inspect the Goods/Equipment on Delivery and must within seven (7) days of Delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods/Equipment.
- Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 20.3 The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 20.4 If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.
- 20.5 If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.
- 20.6 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability is for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;
- (b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;
- (c) otherwise negated absolutely.
- 20.8 Subject to this clause 20, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 20.1; and
- (b) the Supplier has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 20.9 Notwithstanding clauses 20.1 to 20.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods/Equipment;
- (b) the Client using the Goods/Equipment for any purpose other than that for which they were designed;
- (c) the Client continuing the use of the Goods/Equipment after a defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Client failing to follow any instructions or guidelines provided by the Supplier;
- (e) fair wear and tear, any accident, or act of God.
- 20.10 The Supplier may in its absolute discretion accept non-defective Goods for return in which case the Supplier may require the Client to pay handling fees of up to twenty five percent (25%) of the value of the returned Goods plus any freight costs.
- 20.11 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.
- 21. Intellectual Property**
- 21.1 Where the Supplier has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.
- 21.2 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.
- 21.3 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings of Goods/Equipment which the Supplier has created for the Client.
- 22. Confidentiality**
- 22.1 Subject to clause 22.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.
- 22.2 Both parties agree to:
- (a) use the Confidential Information of the other party only to the extent required for the purpose it was provided;
- (b) not copy or reproduce any of the Confidential Information of the other party in any way;
- (c) only disclose the other party's Confidential Information to:
- (i) employees and third-party providers who need access to the information and who have agreed to keep it confidential;
- (ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential; and
- (iii) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any regulatory body.
- 22.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.
- Confidential Information excludes information:
- (a) generally available in the public domain (without unauthorised disclosure under this Agreement);
- (b) received from a third party entitled to disclose it;
- (c) that is independently developed.
- 23. Default and Consequences of Default**
- 23.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such rate) after as well as before any judgment.
- 23.2 If the Client owes the Supplier any money the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's contract default fee, and bank disbursement fees).
- 23.3 Further to any other rights or remedies the Supplier may have under this Contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 23 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 23.4 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client has exceeded any applicable credit limit provided by the Supplier;
- (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 24. Cancellation**
- 24.1 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods/Equipment to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.
- 24.2 The Supplier may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods/Equipment at any time before the Goods/Equipment are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods/Equipment. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 24.3 In the event that the Client cancels Delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 24.4 Cancellation of orders for Goods/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 25. Privacy Policy**
- 25.1 All emails, documents, images or other recorded information held or used by the Supplier is Personal Information, as defined and referred to in clause 25.3, and therefore considered Confidential Information. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR" (collectively, "EU Data Privacy Laws"). The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Supplier that may result in serious harm to the Client, the Supplier will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 25.2 Notwithstanding clause 25.1, privacy limitations will extend to the Supplier in respect of Cookies where the Client utilises the Supplier's website to make enquiries. The Supplier agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to the Supplier when the Supplier sends an email to the Client, so the Supplier may collect and review that information ("collectively Personal Information").
- 25.3 If the Client consents to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Client may manage and control the Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 25.4 The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.
- 25.5 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 25.6 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.
- 25.7 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods/Equipment; and/or
- (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Goods/Equipment.
- 25.8 The Supplier may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 25.9 The information given to the CRB may include:
- (a) Personal Information as outlined in 25.3 above;
- (b) name of the credit provider and that the Supplier is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement;
- (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 25.10 The Client shall have the right to request (by e-mail) from the Supplier:
- (a) a copy of the Personal Information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
- (b) that the Supplier does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 25.11 The Supplier will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 25.12 The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).
- 26. Service of Notices**
- 26.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
- (b) by leaving it at the address of the other party as stated in this Contract;
- (c) by sending it by registered post to the address of the other party as stated in this Contract;
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;

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	(e) if sent by email to the other party's last known email address.		
26.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.	33.1	
<b>27. Trusts</b>			
27.1	If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Client covenants with the Supplier as follows: (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; or the Client will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.	33.2	
<b>28. Building Industry Fairness (Security of Payment) Act 2017</b>			
28.1	At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply.		
28.2	Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.	33.2	
<b>29. General</b>			
29.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.	33.3	
29.2	These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts in that state.		
29.3	Subject to clause 20, the Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).		
29.4	The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.		
29.5	The Client cannot licence or assign without the written approval of the Supplier.		
29.6	The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.		
29.7	The Client agrees that the Supplier may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Goods/Equipment to the Client.		
29.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party.	35.1	
29.9	Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.		
	<b>PART II – TERMS &amp; CONDITIONS APPLICABLE TO HIRE ONLY</b>		
<b>30. Hire Period &amp; Termination</b>		36.	
30.1	If the Supplier agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves the Supplier's premises and continue until the Client notifies the Supplier that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.	36.1	
30.2	The date upon which the Client advises of termination shall in all cases be treated as a full day's hire.		
30.3	In the event of an early termination of the hire during the Rental Period, the Client is liable to pay the remaining balance outstanding on the hire, as determined by the original Hire Form.		
30.4	The Client may cancel its request for the hire during the hold over period by giving the Supplier a minimum of thirty (30) days written notice to that effect.		
30.5	The Supplier may cease to provide the Support Services on seven (7) days prior written notice if any of the events in clause 23 occurs, or otherwise without cause by giving the Client thirty (30) days written notice to that effect.	36.2	
30.6	No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless the Supplier confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies the Supplier immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.	37.	
<b>31. Risk to Equipment</b>		37.1	
31.1	The Supplier retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery.		
31.2	The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies the Supplier for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client.	37.2	
31.3	The Client will insure, or self insure, the Supplier's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.	37.3	
31.4	The Client accepts full responsibility for and shall keep the Supplier indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.	37.4	
<b>32. Title to Equipment</b>			
32.1	The Equipment is and will at all times remain the absolute property of the Supplier.		
32.2	If the Client fails to return the Equipment to the Supplier then the Supplier or the Supplier's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.		
32.3	The Client is not authorised to pledge the Supplier's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.	38.1	
	<b>PART III – SERVICE, MAINTENANCE, MONITORING, PATROL, ALARM RESPONSE SERVICES</b>		
	<b>Provision of Patrol Services</b>		
	The Client acknowledges that:		
	(a) the Supplier patrol services are shared with other Clients. There may be occasions when individual patrols are late or missed due to the need to respond to high priority events such as break and enters. Other unforeseen circumstances such as storms or vehicle breakdown may also cause individual patrol calls not to be undertaken. This is taken into consideration when setting patrol pricing. Any on-going problems related to the Supplier's inability to complete agreed patrols for more than ten (10%) of the agreed Contract will be notified to the Client and adjustments will be negotiated to patrol services and/or credit/refunds given for the undelivered Services exceeding this percentage; and	39.9	
	(b) any associated patrol services shall be charged additionally to the Client. The Client will inform the Supplier if there are any changes to the address being patrolled if these changes have the potential to restrict the provision of the patrol services or cause any harm to the patrol officers.	40.1	
	<b>Supplier's Responsibilities</b>		
	The Supplier agrees to use due care and skill to provide the Monitoring Services for alarm signals and/or other recurring services selected by the Client.	40.2	
	The Supplier shall action alarm signals emanating from the alarm in accordance with the documented Client specific instructions and the Supplier's standard operating procedures.	40.3	
	Whilst the Supplier shall endeavour to provide a timely response to actionable alarm signals, no warranty is given by the Supplier that patrol response will be available at any time, if at all. The Supplier shall not be liable for any loss or damage the Client may suffer in connection with any response or the absence of any alarm response.		
	Whilst the Supplier uses due care when contacting and advising emergency services, they cannot guarantee prompt response times or attendance of such services.		
	<b>Client's Responsibilities</b>		
	The Client shall:		
	(a) immediately advise the Supplier, in writing, in the event of any changes to their contact details or alarm response requirements; and	41.1	
	(b) at their own cost, maintain the alarm in good working order and in accordance with the manufacturer's requirements. The obligation of the Supplier to provide the Monitoring Services and to action alarm signals, are conditional upon the alarm being operational, in accordance with the manufacturer's requirements, and to the satisfaction of the Supplier; and	41.2	
	(c) supply to the Client's expense keys, swipe cards, alarm codes, electronic access controls to the address, to the Supplier to enable the Supplier to carry out alarm responses and/or patrols. The Supplier's liability for loss or damage of the Client's keys, swipe cards, etc. is limited to the costs of obtaining a replacement or five thousand dollars (\$5,000), whichever is the lesser; and		
	(d) ensure that all voice codes, passwords, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the alarmed address.		
	In the event that the Client does not claim their keys, swipe cards, alarm codes, electronic access controls within thirty (30) days of the termination or expiration of the Monitoring Services, the Supplier shall be entitled to destroy them.		
	The Client cannot transfer, or attempt to transfer, the right to receive the Monitoring Services or any other right to any other party.	38.3	
	Upon termination of the Monitoring Services, it is the Client's responsibility to ensure that an alternative service is arranged, if required, and the panel is deprogrammed to stop reporting to the Supplier.	38.4	
	The Supplier will not be responsible for any communication costs post cancellation.	38.5	
	Any signals received after the termination of the Monitoring Services will not be acted by the Supplier.	38.6	
	The Client agrees that any costs associated with the delivery of services by the Police, Ambulance, Fire or other emergency services to the Client's monitored address shall be met by the Client.		
	<b>Monitoring Services</b>		
	The Monitoring Services provided by the Supplier shall consist of the monitoring of all signals that have been programmed into the Client's system at the Supplier's monitoring station from the alarm system designated in the Client's instructions which shall be supplied to the Client.	39.1	
	The Supplier shall respond to such signals received in accordance with the Client's instructions, its normal operating practices and by making such telephone calls as may be required in accordance with the Client's instructions. The Client acknowledges that alarm responses are considered as Extra Work and charged at the Supplier's normal rates, subject to clause 39.6.	39.2	
	The Supplier shall endeavour to action the following alarm system signals generally as described below or as otherwise agreed or interpreted:		
	(a) duress / panic – the Supplier shall call the monitored site, as required by the Police first to verify the event. If deemed necessary the Supplier shall contact and advise the Police; and	39.3	
	(b) hold up – the Supplier shall notify the Police, and make a follow up call to the monitored site after thirty (30) minutes (this clause assumes that the Client's premises comply with the Police's protocols for hold up alarms); and		
	(c) fire / smoke – the Supplier shall call the site to verify event, if no answer the Supplier will advise Fire Department and contacts (the Supplier will dispatch guard if no contacts are available and keys are held); and		
	(d) medical – the Supplier shall call the site to verify event, if no answer the Supplier will advise Ambulance Service and contacts (the Supplier will dispatch guard if no contacts are available and keys are held); and		
	(e) system events – the Supplier shall contact the Client and contacts and shall advise service department if necessary (this type of event is not necessarily actioned immediately).		
	In the event that the address is found to have been violated and the Client contact is unable to be contacted by telephone, the Client authorises the Supplier to arrange for a security guard to attend and remain at the address as an agent if necessary, if the Supplier considers it necessary until the Client is contacted and the Supplier is given instructions. Alternatively, the Supplier is authorised to arrange temporary work to secure the address with the Client agreeing to pay for such work as per clause 39.6.	39.4	
	The Client shall be entitled to one (1) false alarm response per calendar year. The Supplier shall be entitled to charge the Client for any response to any additional false alarms within that period.	39.5	
	The Client acknowledges and accepts that:	39.6	
	(a) for various lawful reasons (including security, training and monitoring purposes), phone calls made to the Supplier may be recorded; and		
	(b) in the event the Supplier acts as an agent on behalf of the Client with a third party, (including but not limited to locksmiths and/or glaziers) the Client agrees to honour their obligation for payment for such transactions invoiced by the third party and shall ensure payment is made by the due date, thereby not limiting the Supplier in their obligations for payment as Agents acting on behalf of the Client to third parties; and		
	(c) independent contractors, where available, may provide patrol response. Accordingly, patrol response fees may vary from area to area and over time. The Client agrees to pay or reimburse the Supplier for patrol response fees, which may include an administration fee. The Supplier shall advise the Client of applicable patrol response fees upon request by the Client.		
	If the Client believes that they have any claim in relation to Services undertaken by that third party then said claim must be made against the third-party contractor in the first instance.	39.7	
	The Supplier may be unable to monitor the system in the event of a communication failure between the alarm panel in the Client's address and the monitoring centre. Failures of this nature may be malicious or otherwise. The Client acknowledges that the Supplier's obligation to action alarm events is suspended at any time the communications link is disrupted between the Client's address and the Supplier's monitoring room.	39.8	
	In the event the Client wishes to cancel the Supplier's Monitoring Services, the Client must provide the Supplier with one (1) month's written notification, or in lieu of such, pay to the Supplier one (1) month's charges which would have otherwise been payable to the Supplier for that period.		
	<b>Client's Acknowledgements</b>		
	The Client acknowledges and accepts that the provision of Monitoring Services may not prevent unlawful entry to the nominated address from occurring, and accordingly the Client accepts that loss or damage to address, and death or injury to persons, may occur even though the Supplier's obligations under this Contract have been satisfied.	40.1	
	Unless stated otherwise in this Contract the supply of performance records, history or other reports shall only be issued direct to the Client.	40.2	
	The Client accepts and acknowledges that the Supplier during the course of the Monitoring Services:	40.3	
	(a) telephone conversations shall be recorded between the Supplier and the Client and the Client hereby authorises the Supplier to implement this procedure; and		
	(b) the Supplier's employees shall not be required to carry out any duties of an illegal or strike breaking nature; and		
	(c) the Supplier is not an insurer of the address and it is advisable for the Client to effect and maintain all normal and prudent insurance policies in respect of all usual risks including fire, burglary, theft and consequential loss or damage; and		
	(d) the Goods relating to security of the address are deterrents only and the Supplier does not represent that the Goods will protect the Client against theft, burglary and house breaking; and		
	(e) the Goods relating to fire are fire detection Goods only and the Supplier does not represent that the Goods will protect the Client or their property against fire; and		
	(f) the Goods relating to medical alarms are for notification purposes only and does not represent that the Goods will protect the Client from a medical emergency.		
	<b>Limitation of Liability</b>		
	The Client hereby disclaims any right to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Supplier and the Client acknowledges that the Monitoring Services are bought relying solely upon the Client's skill and judgment.	41.1	
	Insofar as the Client, notwithstanding provisions of this clause, may have any claim for damages against the Supplier, its servants or agents either in contract or in tort and whether arising from negligence or otherwise (it being the intention of this clause that no such damages may be recovered) the same shall be limited to an amount equal to the sum of three (3) months fees actually paid by the Client in respect of that portion of the particular Monitoring Services which gave rise to such claim.	41.2	