

1. Preamble

- 1.1 All Goods and/or Services of Advent Security Services Pty Ltd (ACN: 006 171 615) ATF The Benney Unit Trust (ABN: 59 798 879 028) T/A Advent Security Services - NSW, whether gratuitous or not, are supplied subject to these Conditions and:
- (a) The provisions of Part I shall apply to the provision of all Goods and/or Services.
 - (b) The provisions of Part II shall only apply to the provision of the Security Services.

PART I – GENERAL TERMS AND CONDITIONS

2. Definitions

- 2.1 **“Contract”** 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.
- 2.2 **“AS”** means Advent Security Services Pty Ltd (ACN: 006 171 615) ATF The Benney Unit Trust (ABN: 59 798 879 028) T/A Advent Security Services - NSW, its successors and assigns or any person acting on behalf of and with the authority of Advent Security Service - NSW.
- 2.3 **“Client”** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting AS to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 2.4 **“Goods”** means all Goods or Services supplied by AS 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).
- 2.5 **“Security Services”** shall mean the monitoring, patrol services of the security alarm system for alarm signals and, if selected by the Client, opening and closing signals and/or other security services as selected in the Monitoring Services Agreement.
- 2.6 **“Premises”** means the address detailed in any Monitoring Services Agreement, or Service Agreement which is subject to the installation, maintenance or repairs of the Goods, where the Security System is installed and/or where AS shall perform its Security Services.
- 2.7 **“Guard”** shall mean AS personnel that will perform the Security Services.
- 2.8 **“Security System”** means your security equipment installed on the Premises.
- 2.9 **“Cash Services”** shall mean cash/cheques or on occasion upon prior approval between AS and the Client valuable items which shall be collected by a licenced security officer from your nominated collection point/site and either transported to a designated point of delivery or banked on the same business day.
- 2.10 **“Duty Schedule Sheet”** shall mean the Client’s written instructions to AS detailing response procedures and the Client’s voice codes and/or passwords.
- 2.11 **“Extra Work”** means work authorised by the Client and carried out by AS for which an extra charge is payable at AS’ normal rates in addition to work accepted by the Client in a written quotation. Extra Work includes:
- (a) service work undertaken on a ‘do and charge’ basis and is not necessarily specified as exclusions in any quotation;
 - (b) repairs and replacement parts, except in the event that such work is completed under warranty as agreed by AS;
 - (c) system maintenance, unless otherwise agreed by AS in writing.
- 2.12 **“Business Hours”** means the period between 8.30am and 5:00pm on any day except Saturday, Sunday, public holiday, special holiday or bank holiday in the state in which this Contract is applied.
- 2.13 **“Confidential Information”** 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, **“Personal Information”** 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.
- 2.14 **“Cookies”** 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. **If the Client does not wish to allow Cookies to operate in the background when ordering from the 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 ordering Goods via the website.**
- 2.15 **“Price”** means the Price payable (plus any GST where applicable) for the Goods as agreed between AS and the Client in accordance with clause 7 below.
- 2.16 **“GST”** means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).

3. Acceptance

- 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.
- 3.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 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.
- 3.4 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with AS and it has been approved with a credit limit established for the account.
- 3.5 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, AS reserves the right to refuse Delivery.
- 3.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW & SA), the Electronic Transactions Act 2001 (ACT), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions (Northern Territory) Act 2000, section 10 of the Electronic Transactions Act 2011 (WA), section 14 of the

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Electronic Transactions (Queensland) Act 2001, section 7 of the Electronic Transactions Act 2000 (TAS), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

3.7 These terms and conditions are meant to be read in conjunction with AS' Hire form and/or the Terms and Conditions posted on AS' website, and:

- (a) where the context so permits, the terms 'Goods' or 'Services' shall include any supply of Equipment, as defined therein; and
- (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.

3.8 Where the Client is a tenant (and therefore not the owner of the land and Premises where the Security System subject to any Security Services is located and/or Goods is to be installed) then the Client warrants that full consent has been obtained from the owner for AS to install the Goods on the owner's land and Premises and/or provide any Security Services. The Client acknowledges and agrees that they shall be personally liable for full payment of the Price for all Services (including any Security Services) provided under this Contract and to indemnify AS against any claim made by the owner of the Premises (howsoever arising) in relation to the installation of the Goods and/or provision of any related Security Services by AS except where such claim has arisen because of the negligence of AS.

3.9 In the event that AS is required to provide the Services urgently, that may require AS' staff to either cancel and reschedule other work or work outside normal Business Hours then AS reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between AS and the Client.

3.10 Where AS gives any advice, recommendation, information, assistance or service provided by AS in relation to Goods or Services supplied, is given in good faith to the Client, or the Client's agent and is based on AS' own knowledge and experience and shall be accepted without liability on the part of AS. Where such advice or recommendations are not acted upon then AS shall require the Client or their agent to authorise commencement of the Services in writing. AS shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.

4. Errors and Omissions

4.1 The Client acknowledges and accepts that AS shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

- (a) resulting from an inadvertent mistake made by AS in the formation and/or administration of this Contract; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by AS in respect of the Services.

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 wilful misconduct of AS; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

5. Authorised Representatives

5.1 Unless otherwise limited as per clause 5.2 the Client agrees that should the Client introduce any third party to AS as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies AS in writing that said person is no longer the Client's duly authorised representative).

5.2 In the event that the Client's duly authorised representative as per clause 5.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise AS in writing of the parameters of the limited authority granted to their representative.

5.3 The Client specifically acknowledges and accepts that they will be solely liable to AS for all additional costs incurred by AS (including AS' profit margin) in providing any Goods, Services or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 5.2 (if any)).

6. Change in Control

6.1 The Client shall give AS 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 number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by AS as a result of the Client's failure to comply with this clause.

7. Price and Payment

7.1 At AS' sole discretion, the Price shall be either:

- (a) as indicated on any invoice provided by AS to the Client; or
- (b) AS' quoted price (subject to clause 7.2(a)) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

7.2 AS reserves the right to change the Price:

- (a) at any time, provided the Client receives one (1) months prior written notice; or
- (b) if a variation to the Goods which are to be supplied is requested; or
- (c) if a variation to the Services originally scheduled (including any applicable plans and specifications) is requested; or
- (d) where Extra Work is required due to unforeseeable problems with the Premises which are only revealed when undertaking the Services, (including but not limited to, inaccessible wiring or any existing wiring which does not comply with current Australian Standards and causes the new installation to be non-compliant, further faults and essential repairs which are found upon further inspection, availability of machinery, safety considerations and/or health hazards (such as the discovery of asbestos or other hazardous materials, etc.), prerequisite work by any third party not being completed, or hidden wiring in walls, etc.) which are only discovered upon commencement of the Services; or
- (e) in the event of increases to AS in the cost of labour or materials which are beyond AS' control.

7.3 Variations will be charged for on the basis of AS' quotation, and will be detailed in writing, and shown as variations on AS' invoice. The Client shall be required to respond to any variation submitted by AS within ten (10) working days. Failure to do so will entitle AS 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.

7.4 At AS' sole discretion, a non-refundable deposit may be required.

- 7.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by AS, which may be:
- (a) on, or before Delivery of the Goods;
 - (b) by way of instalments/progress payments in accordance with AS' payment schedule;
 - (c) thirty (30) days following the end of the month in which a statement is delivered to the Client's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AS.
- 7.6 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and AS.
- 7.7 AS may in its discretion allocate any payment received from the Client towards any invoice that AS determines and may do so at the time of receipt or at any time afterwards. On any default by the Client AS may re-allocate any payments previously received and allocated. In the absence of any payment allocation by AS, payment will be deemed to be allocated in such manner as preserves the maximum value of AS' Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 7.8 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 AS nor to withhold payment of any invoice because part of that invoice is in dispute.
- 7.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to AS an amount equal to any GST AS must pay for any supply by AS under this or any other agreement for the sale of the Goods. 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.

8. Delivery and Installation

- 8.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
- (a) the Client or the Client's nominated carrier takes possession of the Goods at AS' address; or
 - (b) AS (or AS' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 8.2 At AS' sole discretion, the cost of Delivery is either included in the Price or is in addition to the Price.
- 8.3 Any time specified by AS for Delivery of the Goods is an estimate only and AS 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 to be delivered at the time and place as was arranged between both parties. In the event that AS is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then AS shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 8.4 The Client:
- (a) warrants that the structure of the Premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AS shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto; and
 - (b) shall provide, at the Client's cost, mains power connection so as to enable installation and/or service work to be undertaken at the Premises.
- 8.5 Any telecommunications connection required for the installation and/or maintenance of the Goods will be arranged and paid for by the Client unless otherwise agreed in writing.
- 8.6 In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client then the Client agrees to notify AS immediately upon any proposed changes. The Client agrees to indemnify AS against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 7.2.

9. Risk

- 9.1 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.
- 9.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, AS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AS is sufficient evidence of AS' rights to receive the insurance proceeds without the need for any person dealing with AS to make further enquiries.
- 9.3 If the Client requests AS to leave Goods outside AS' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
- 9.4 The Client accepts that a test report is produced at the time of testing. Should the Client request a report of the tested item at a later date, this shall be an extra cost to the Client.
- 9.5 Failure by the Client to follow any recommended testing schedule of items shall be at the Client's sole risk and AS shall not be held responsible for an loss, damage or costs incurred by the Client should an item develop a fault past the recommended retest time indicated for that particular item.
- 9.6 The Client accepts that all electronic security systems, smoke detectors, heat detectors and any similar devices installed at or attached to the Premises are:
- (a) for monitoring and detection purposes only and should not be regarded as life saving devices; and
 - (b) do not guarantee that the Premises will be free from malicious damage or loss caused by attack and/or breaking or entering.
- 9.7 It shall be the Client's responsibility:
- (a) to ensure the security system equipment is tested and maintained to full operational condition at their own cost (including but not limited to, walk-testing all alarm points regularly and ensuring that faulty alarms are not left isolated and are corrected as soon as possible, etc.); and
 - (b) activate the alarm system in accordance with the instructions provided by AS when the address in which the system is installed is unattended; and
 - (c) where applicable, to store any security system keys in a secure place and the Client shall immediately notify AS in the event that the key/s is lost or misplaced; and
 - (d) for all phone calls emanating from the security system panel; and
 - (e) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system.

- 9.8 The Client acknowledges:
- (a) that AS is only responsible for parts that are replaced by AS and that in the event that other parts/materials, subsequently fail, the Client agrees to indemnify AS against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising; and
 - (b) agrees that:
 - (i) AS does not guarantee the performance or transmission speed or quality of any data; and
 - (ii) AS cannot guarantee the quality of any CCTV footage.
- 9.9 Where the Client updates or upgrades any software or hardware that may interface with AS' alarm or monitoring applications without advising AS, the Client shall indemnify AS of any loss or damage the Client or the Client's property or possessions may incur as a result of the Client's failure to advise AS of any such update or upgrade that may affect the effectiveness of the alarm or monitoring.
- 9.10 AS accepts no responsibility for:
- (a) any damage or performance related problems with any Goods where they have not been used and/or maintained in accordance with AS' and/or the manufacturers' recommendations; and
 - (b) any damage or defects in any Goods caused by movement and/or interference of the said Goods.

10. Access and Damage

- 10.1 The Client shall ensure that AS has clear and free access to the Premises at all times to enable them to perform the Services. AS shall not be liable for any loss or damage to the Premises (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of AS. 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 infections or building disease.
- 10.2 The Client shall immediately notify AS in the event:
- (a) of any changed circumstances, or planned changes, to the Premises which might affect AS' ability to supply the Services in a safe manner; or
 - (b) the Security System has had any additions or has been altered by anyone other than AS.
- 10.3 AS shall not be held responsible for any damage to dug up/cut cabling caused by outside agents. Where the Client requests AS to provide additional services where such damage occurs, then AS reserves the right to charge the Client for any costs incurred in doing so.
- 10.4 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 AS may reasonably have to break into or disturb in order to install the Goods.

11. Dimensions, Plans and Specifications

- 11.1 AS shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.
- 11.2 If the giving of quotation for the supply of Goods involves AS 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.
- 11.3 The Client acknowledges that:
- (a) all descriptive specifications, illustrations, drawings, data dimensions, and weights stated in AS' fact sheets, price lists or advertising material are indicative only and that they have not relied on such information;
 - (b) any information or figures provided by AS regarding the performance of the Goods are given in good faith. The information provided is based on industry prescribed estimates of Goods working under optimal operating conditions.

12. Underground/Hidden Locations

- 12.1 Prior to AS commencing any work the Client must advise AS of the precise location of all underground/hidden services on the Premises and clearly mark the same. The underground/hidden mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Premises.
- 12.2 Whilst AS will take all care to avoid damage to any underground/hidden services the Client agrees to indemnify AS 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 12.1.

13. Compliance with Laws

- 13.1 The Client and AS 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 any occupational health and safety laws relating or any other relevant safety standards or legislation pertaining to the Services.
- 13.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 13.3 All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with the Australian and New Zealand Wiring standards.

14. Title

- 14.1 AS and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid AS all amounts owing to AS; and
 - (b) the Client has met all of its other obligations to AS.
- 14.2 Receipt by AS 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.
- 14.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 14.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to AS on request;
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for AS and must pay to AS 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 AS and must pay or deliver the proceeds to AS 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 AS and must sell, dispose of or return the resulting product to AS as it so directs;
- (e) the Client irrevocably authorises AS to enter any premises where AS believes the Goods are kept and recover possession of the Goods;
- (f) AS 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 AS;
- (h) AS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

15. Personal Property Securities Act 2009 (“PPSA”)

- 15.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 15.2 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 and/or collateral (account) – being a monetary obligation of the Client to AS for Services – that have previously been supplied and that will be supplied in the future by AS to the Client.
- 15.3 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 AS 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 15.3(a)(i) or 15.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, AS 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 charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of AS;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of AS;
 - (e) immediately advise AS of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 15.4 AS 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.
- 15.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 15.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 15.7 Unless otherwise agreed to in writing by AS, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 15.8 The Client must unconditionally ratify any actions taken by AS under clauses 15.3 to 15.5.
- 15.9 Subject to any express provisions to the contrary (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

16. Security and Charge

- 16.1 In consideration of AS agreeing to supply the Goods, 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).
- 16.2 The Client indemnifies AS from and against all AS' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising AS' rights under this clause.
- 16.3 The Client irrevocably appoints AS and each director of AS as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf.

17. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 17.1 The Client must inspect the Goods on Delivery (or the Services on completion) and must within three (3) days of Delivery notify AS 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/Services as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AS to inspect the Goods or to review the Services provided.
- 17.2 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**).
- 17.3 AS acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 17.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. AS' liability in respect of these warranties is limited to the fullest extent permitted by law.
- 17.5 If the Client is a consumer within the meaning of the CCA, AS' liability is limited to the extent permitted by section 64A of Schedule 2.
- 17.6 If AS is required to replace the Goods under this clause or the CCA, but is unable to do so, AS may refund any money the Client has paid for the Goods.

- 17.7 If AS is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then AS may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Goods and Services which have been provided to the Client which were not defective.
- 17.8 If the Client is not a consumer within the meaning of the CCA, AS' liability 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 AS at AS' sole discretion;
 - (b) limited to any warranty to which AS is entitled, if AS did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 17.9 Subject to this clause 17, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 17.1; and
 - (b) AS 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.
- 17.10 Notwithstanding clauses 17.1 to 17.9 but subject to the CCA, AS 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;
 - (b) the Client using the Goods for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of any Goods after any 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 AS;
 - (e) fair wear and tear, any accident, or act of God.
- 17.11 Notwithstanding anything contained in this clause if AS is required by a law to accept a return then AS will only accept a return on the conditions imposed by that law.
- 17.12 Subject to clause 17.1, customised, or non-stocklist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.

18. Intellectual Property and Confidentiality

- 18.1 Where AS has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of AS. Under no circumstances may such designs, drawings and documents be used without the express written approval of AS.
- 18.2 The Client warrants that all designs, specifications or instructions given to AS will not cause AS to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify AS against any action taken by a third party against AS in respect of any such infringement.
- 18.3 The Client agrees that AS may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which AS has created for the Client.
- 18.4 Both parties shall not use, divulge or communicate to any person any Confidential Information, and shall exercise good and proper judgement and discretion to limit disclosure of any Confidential Information (or any part of it) to its contractors, employees, agents and customers, concerning this Contract between the Client and AS, unless such use or disclosure is necessary for performance of their obligations under this Contract. The obligations of this clause 18.4 shall survive termination or cancellation of this Contract.

19. Use of Reports and Advice

- 19.1 Any advice that AS gives to the Client, its employees or agents is for the Client's exclusive use and must be used only for the purpose described.
- 19.2 Unless AS gives the Client prior written consent, the advice:
- (a) must not be used or disclosed for any other purpose, referred to in any document or made available to any other person, except the Client's lawyers or other professional advisor assisting in the Services; and
 - (b) may not be relied upon by any other party other than the Client.
- 19.3 AS is not responsible to any other party other than the Client, who is provided with or obtains a copy of AS' advice.
- 19.4 AS' advice may, on occasion, be given to the Client in draft form or orally only on the basis that the Client may not rely on advice in that form. Accordingly, AS shall not be responsible if the Client or any other party relies on the advice or chooses to act, or refrains from acting, on the basis of any draft advice or oral comments or advice.
- 19.5 The Client acknowledges that the signed copy of AS' final advice is the definitive version.
- 19.6 Sometimes circumstances may change after AS has provided their final advice to the Client. If this happens AS will not update any final advice it has provided to the Client under these terms and conditions. If the Client would like AS to update their final advice, they must contact AS and both parties can discuss a suitable term of engagement with the Client.

20. Default and Consequences of Default

- 20.1 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 AS' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2 If the Client owes AS any money the Client shall indemnify AS from and against all costs and disbursements incurred by AS in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AS' contract default fee, and bank dishonour fees).
- 20.3 Further to any other rights or remedies AS may have under this Contract, if a Client has made payment to AS, 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 AS under this clause 19 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.

- 20.4 Without prejudice to AS' other remedies at law AS shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to AS shall, whether or not due for payment, become immediately payable if:
- any money payable to AS becomes overdue, or in AS' opinion the Client will be unable to make a payment when it falls due;
 - the Client has exceeded any applicable credit limit provided by AS;
 - 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
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 21. Cancellation**
- 21.1 Without prejudice to any other remedies AS may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AS may suspend or terminate the supply of Goods to the Client. AS will not be liable to the Client for any loss or damage the Client suffers because AS has exercised its rights under this clause.
- 21.2 AS may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice AS shall repay to the Client any money paid by the Client for the Goods. AS shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 21.3 In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by AS as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 21.4 Cancellation of orders for Goods 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.
- 22. Privacy Policy**
- 22.1 All emails, documents, images or other recorded information held or used by AS is Personal Information, as defined and referred to in clause 22.3, and therefore considered Confidential Information. AS 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"). AS acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by AS that may result in serious harm to the Client, AS 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.
- 22.2 Notwithstanding clause 22.1, privacy limitations will extend to AS in respect of Cookies where transactions for purchases/orders transpire directly from AS' website. AS 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:
- IP address, browser, email client type and other similar details;
 - tracking website usage and traffic; and
 - reports are available to AS when AS sends an email to the Client, so AS may collect and review that information ("collectively Personal Information")
- In order to enable / disable the collection of Personal Information by way of Cookies, 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 proceeding with a purchase/order via AS' website.
- 22.3 The Client agrees for AS 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 AS.
- 22.4 The Client agrees that AS may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - 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
 - to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 22.5 The Client consents to AS being given a consumer credit report to collect overdue payment on commercial credit.
- 22.6 The Client agrees that personal credit information provided may be used and retained by AS for the following purposes (and for other agreed purposes or required by):
- the provision of Goods; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the collection of amounts outstanding in relation to the Goods.
- 22.7 AS may give information about the Client to a CRB for the following purposes:
- to obtain a consumer credit report;
 - allow the CRB to create or maintain a credit information file about the Client including credit history.
- 22.8 The information given to the CRB may include:
- Personal Information as outlined in 22.3 above;
 - name of the credit provider and that AS is a current credit provider to the Client;
 - whether the credit provider is a licensee;
 - 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 AS has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of AS, 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).
- 22.9 The Client shall have the right to request (by e-mail) from AS:
- (a) a copy of the Personal Information about the Client retained by AS and the right to request that AS correct any incorrect Personal Information; and
 - (b) that AS does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 22.10 AS 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.
- 22.11 The Client can make a privacy complaint by contacting AS via e-mail. AS 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.

23. Other Applicable Legislation

- 23.1 At AS' sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Construction Contracts Act 2004 (Western Australia), Building Industry Fairness (Security of Payment) Act 2017 (Queensland), Construction Contracts (Security of Payments) Act (Northern Territory of Australia), Building and Construction Industry Security of Payments Act 2009 (Tasmania), Building and Construction Industry Security of Payments Act 2009 (South Australia) and Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
- 23.2 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 23.1 (each as applicable), except to the extent permitted by the Act where applicable.

24. Service of Notices

- 24.1 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;
 - (e) if sent by email to the other party's last known email address.
- 24.2 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.

25. Trusts

- 25.1 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 AS may have notice of the Trust, the Client covenants with AS 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;
 - (c) the Client will not without consent in writing of AS (AS 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.

26. General

- 26.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, arbitration in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
- 26.2 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.
- 26.3 These terms and conditions and any contract to which they apply shall be governed by the laws of the state and/or territory in which the Goods and/or Services were provided by AS to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to the courts in Victoria in which AS has its principal place of business.

- 26.4 Subject to clause 17, AS 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 AS of these terms and conditions (alternatively AS' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 26.5 AS may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 26.6 The Client cannot licence or assign without the written approval of AS.
- 26.7 AS 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 AS' sub-contractors without the authority of AS.
- 26.8 The Client agrees that AS 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 AS to provide Goods to the Client.
- 26.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, failure of any National telecommunications carrier, power failure, etc. ("**Force Majeure**") or other event beyond the reasonable control of either party.
- 26.10 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.

PART II – SECURITY SERVICES (maintenance, monitoring, patrol, alarm response services)

27. Contract Term

- 27.1 At AS' sole discretion or unless otherwise agreed or stated in writing, all new Clients must commit to a minimum term of three (3) months standard alarm monitoring and/or Security System maintenance with AS (excluding CCTV installations, tendered Contract works, non-alarm installations and the like).
- 27.2 Upon expiration of the Contract term, this Contract will continue on a month-to-month basis, subject to termination by either party with one (1) month's prior written notice.
- 27.3 The Client acknowledges and accepts that the Price stated will remain fixed for an initial period of twelve (12) months from the date of this Contract and will then be subject to revision on the basis of the movement in the Consumer Price Index (CPI).
- 27.4 In the event this term is terminated by the Client prior to expiration of the term, the Client shall incur a termination fee equal to the remaining expected monitoring fee which would fulfil the three (3) month commitment.

28. Provision of Patrol Services

- 28.1 The Client acknowledges that:
- (a) AS 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 AS' 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;
- (b) any associated patrol services shall be charged additionally to the Client.
- 28.2 The Client will inform AS if there are any changes to the Premises being patrolled if these changes have the potential to restrict the provision of the patrol services or cause any harm to the patrol officers.

29. AS' Responsibilities

- 29.1 AS agrees to use due care and skill to provide the Security Services for alarm signals and/or other recurring services selected by the Client.
- 29.2 AS shall action alarm signals emanating from the alarm in accordance with the documented client instructions and AS' standard operating procedures.
- 29.3 Whilst AS shall endeavour to provide a timely response to actionable alarm signals, no warranty is given by AS that patrol response will be available at any time to attend within a given time limit. AS 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.
- 29.4 Whilst AS uses due care when contacting and advising emergency services, they cannot guarantee prompt response times or attendance of such services.

30. Client's Responsibilities

- 30.1 The Client shall:
- (a) immediately advise AS, in writing, in the event of any changes to their contact details or alarm response requirements as detailed in the Duty Schedule Sheet;
- (b) provide and maintain an appropriate source of electricity as well as a fully operational telephone line;
- (c) maintain (at their own cost) the Security System in good working order and in accordance with the manufacturer's requirements (including, but not limited to, recharging or replacing batteries on a timely basis). The obligation of AS to provide the Security 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 AS;
- (d) supply (at the Client's expense) keys, swipe cards, alarm codes, electronic access controls to the Premises, to AS to enable AS to carry out alarm responses and/or patrols. AS' 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;
- (e) 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 Premises.

- 30.2 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 Security Services, AS shall be entitled to destroy them.
- 30.3 The Client cannot transfer, or attempt to transfer, the right to receive the Security Services or any other right to any other party.
- 30.4 Upon termination of the Security Services:
- (a) 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 AS;
 - (b) AS will not be responsible for any communication costs post cancellation;
 - (c) any signals received after the termination of the Security Services will not be actioned by AS.
- 30.5 The Client agrees that any costs associated with the delivery of services by the Police, Ambulance, Fire or other emergency services to the Premises shall be met by the Client.

31. Security Services

- 31.1 The Security Services provided by AS shall consist of the provision of alarm monitoring and/or patrol services and/or response services, the instruction pertaining to these are detailed on the schedules accompanying this Contract.
- 31.2 Alarm monitoring will commence when all necessary:
- (a) monitoring and response equipment has been installed;
 - (b) information has been obtained; and
 - (c) the Security System is connected to a suitable network.
- 31.3 AS shall respond to such signals received in accordance with 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 AS' normal rates, subject to clause 31.9.
- 31.4 AS shall endeavour to action the following alarm system signals generally as described below or as otherwise agreed or interpreted:
- (a) Duress / Panic – AS will dispatch a Guard to attend to all activations; and
 - (b) Hold Up – AS shall notify the Victorian Police Department (VPF), and make a follow up call to the Premises after thirty (30) minutes (this clause assumes that the Client's Premises comply with VPF's protocols for hold up alarms); and
 - (c) Fire / Smoke – AS will call the Premises to verify the event. If no response, AS will advise the Fire Department and Client's contacts as per the Duty Schedule Sheet held (AS will dispatch a Guard no contacts are available and keys are held); and
 - (d) Medical – AS will call the Premises to verify the event. If no response, AS will advise the Ambulance Service and Client's contacts as per the Duty Schedule Sheet held (AS will dispatch a Guard no contacts are available); and
 - (e) System Events – AS will call the Client during normal Business Hours. The system event will be advised to AS' technical department who will contact the Client during normal Business Hours to arrange service.
- 31.5 In the event that Premises is found to have been violated and the Client contact is unable to be contacted by telephone, the Client authorises AS to arrange for a Guard to attend and remain at the Premises as an agent if necessary, if AS considers it necessary until the Client is contacted and AS is given instructions. Alternatively, AS is authorised to arrange temporary work to secure the Premises with the Client agreeing to pay for such work as per clause 31.7.
- 31.6 The Client acknowledges and accepts that, for various lawful reasons (including, security, training and monitoring purposes), phone calls made to AS may be recorded.
- 31.7 The Client accepts and acknowledges that in the event AS 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 AS in their obligations for payment as Agents acting on behalf of the Client to third parties.
- 31.8 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.
- 31.9 The Client acknowledges that 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 AS for patrol response fees, which may include an administration fee. AS shall advise the Client of applicable patrol response fees upon request by the Client.
- 31.10 AS may be unable to monitor the system in the event of a communication failure between the alarm panel at the Premises and the monitoring centre, Failures of this nature may be malicious or otherwise. The Client acknowledges that AS' obligation to action alarm events is suspended at any time the communications link is disrupted between the Premises and AS' monitoring room.
- 31.11 The Client acknowledges and accepts that any call-outs (including, but not limited to, alarms, access control systems, CCTV and other electronic systems, etc.) will attract a service fee. An additional charge will apply for any and all call-outs that occur after Business Hours (including weekends and/or public holidays).

32. Client's Acknowledgements

- 32.1 The Client acknowledges that:
- (a) the provision of Security Services may not prevent unlawful entry to the Premises from occurring, and accordingly the Client accepts that loss or damage to Premises, and death or injury to persons, may occur even though AS' obligations under this Contract have been satisfied;
 - (b) additional monthly charges may apply where:
 - (i) a contact call-out is required to be contacted via cellular phone/s;
 - (ii) partitionable areas are required to be monitored in a commercial Premises; and
 - (c) the amount charged will be confirmed and agreed upon by both parties either:
 - (i) when the Client's response details are considered; or
 - (ii) at the time AS is commissioned to supply the Security Services; or
 - (iii) upon AS providing written notice of said charges.

- (d) where pet-friendly detectors are installed, the manufacture specifies certain limits in respect to the number and size of the animals. Where these limits are exceeded or the animals are able to get within one point eight meters (1.8m) of the detector, alarm activation are likely to occur.
- 32.2 Unless stated otherwise in this Contract the supply of performance records, history or other reports shall only be issued direct to the Client.
- 32.3 The Client accepts and acknowledges that during the course of the Security Services:
- (a) telephone conversations between AS and the Client shall be recorded and stored by AS and the Client hereby authorises AS to implement this procedure; and
 - (b) AS' employees shall not be required to carry out any duties of an illegal or strike breaking nature; and
 - (c) AS is not an insurer of the Premises 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) Security System operate primarily by deterring offenders and alerting AS in the event of an intrusion. AS does not represent that the Security System will protect the Client against theft, burglary and intrusion;
 - (e) Security System relating to fire are fire detection goods only and AS does not represent that the Security System will protect the Client or the Premises against fire;
 - (f) Security System relating to medical alarms are for notification purposes only and does not represent that the Security System will protect the Client from a medical emergency.
- 32.4 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 Premises arising from an alarm call out shall be met by the Client.
- 33. Limitation of Liability**
- 33.1 Subject to clause 17.1 AS shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including personal injury to the Client and/or the Client's employees, representatives or agents or loss of profit) suffered by the Client arising out of a breach by AS, its employees, representatives or agents of these terms and conditions (alternatively AS' liability 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 Security Services which gave rise to such claim.
- 33.2 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 AS and the Client acknowledges that the Security Services are engaged relying solely upon the Client's skill and judgment.
- 33.3 The Client accepts and agrees that for all Cash Services provided by AS that it is the Client's responsibility to supply the licenced security officer at the time of pickup with written advice of the total funds (including cheques and cash) for transport.
- 33.4 In the event of theft during the provision of Cash Services by AS, the Client agrees that where an insurance claim is involved, AS shall be under no obligation to reimburse the Client any monies until such time as the insurance claim has been processed or declined.
- 34. Suspend and Termination**
- 34.1 In the event the Client is in material breach of this Contract (including by non-payment of the Price when due) AS has the right to suspend performance of any or all of their obligations under this Contract if the Client fails to comply with AS' written notice requiring the remedy of such breach by the date specified therein.
- 34.2 Either party may terminate the Security Services on written notice where:
- (a) the other party has materially breached this Contract as it relates to the Security Services and, if that breach is capable of remedy, has failed to remedy the breach within thirty (30) business days of receipt of written notice from the non-defaulting party requiring the breach to be remedied; or
 - (b) the other party suffers an insolvency event, where an administrator, liquidator, receiver, manager and receiver or any other administrator is appointed over the assets of the business of the entity, or if the entity enters into any composition with its creditor;
 - (c) the Client permanently vacates the Premises.
- 34.3 AS may terminate any contract to which these terms and conditions apply, or cancel provision of Security Services at any time by giving written notice to the Client:
- (a) either in whole or in part, if the Client materially breach this Contract and, if that breach is capable of remedy, the Client has failed to remedy such breach within thirty (30) business days of receipt of written notice requiring the breach to be remedied; or
 - (b) if AS is required to do so by law; and
 - (c) on giving such notice AS shall repay to the Client any money paid thereby for the Security Services, less any amount owing to AS by the Client for Security Services already provided. AS shall not be liable for any loss or damage whatsoever arising from such termination.
- 34.4 In the event that the Client terminates this Contract (excluding where terminated as per clause 34.2), the Client must provide AS with one (1) months prior written notification. The Client shall be liable for any and all loss incurred (whether direct or indirect) by AS as a direct result of the termination (including, but not limited to, any loss of profits) and the Client shall be liable for the payment of a cancellation fee in the event the Client cancels all or part of the Security Services, or this Contract, without providing AS with proper notification (as specified herein).