

## Conditions of Supply

### **1 INTERPRETATION**

In this agreement unless the context otherwise requires “**Central Station**” means the premises from which Western Plains Security & Locksmiths or any of its third party bureau monitoring operators provides the relevant service, “**Western Plains Security & Locksmiths**” means Western Plains Security & Locksmiths. “**Commencement Date**” means the date on which the Security System (or other alarm equipment) is connected to the Central Station and is ready for use; “**Customer**” means the person or business described as such in the Quotation, “**Customer Contract**” means the person described as such in the quotation; “**Customer Instructions**” means the instructions provided by the Customer to Western Plains Security & Locksmiths in accordance with Clause 3.3; “**Extra Work**” means work carried out by Western Plains Security & Locksmiths in accordance with this agreement and for which an extra charge is payable by the customer based on Western Plains Security & Locksmiths standard rates for that work at the time it was carried out; “**Normal business hours**” means 8am-5pm Monday to Friday excluding holiday; “**Premises**” means the installation address specified in the Quotation; “**Quotation**” means the quotation on the face of this document; “**Security System**” means the items specified in the quotation; “**Term**” means the period of the supply of alarm monitoring, maintenance and/or alarm response services under this agreement as specified in the Quotation. Unless otherwise stated the term shall be 24 months.

### **2 INSTALLATION OF SECURITY SYSTEM**

2.1 All cutting of ways, making good, excavation and cable trenching and the provision of mains power connections are Extra Work unless specified in the Quotation as forming part of the security system price.

2.2 The Customer shall provide at the Customer’s cost, mains power connection so as to enable installation of the Security system at the Premises.

2.3 Any telecommunication connections required for the Security System will be arranged by the customer and any connection fees will be paid by the Customer unless otherwise agreed.

2.4 Unless otherwise specified on the quotation the Customer must provide Western Plains Security & Locksmiths with free access to the Premises during Normal Business hours. An extra charge is payable by the customer where the Customer requires installation to be carried out outside these hours.

### **3 PROVISION OF MONITORING SERVICES**

3.1 Western Plains Security & Locksmiths shall from the date when monitoring commences provide monitoring and alarm response services to the Customer for the Term.

3.2 The Customer acknowledges and agrees that:-

(i) Western Plains Security & Locksmiths cannot take any steps on receipt of an alarm signal except as directed by the Customer.

(ii) **Basic Monitoring** means monitoring the alarm signals only from the Security System and actioning of alarm received as soon as practicable in accordance with the Customer instructions. After receiving an alarm signal Western Plains Security & Locksmiths will use all reasonable efforts to notify the customer contact by telephone and once the customer contact has been informed Western Plains Security & Locksmiths’ responsibility will have been fulfilled except in the case of a smoke detector alarm or medical duress alarm. Police or patrols will not be contacted unless directed in accordance with the Customer instructions.

In the event of Western Plains Security & Locksmiths being unable to make telephone contact with the Customer, the Customer hereby authorises Western Plains Security & Locksmiths, if Western Plains Security & Locksmiths considers it necessary to despatch an alarm response officer forthwith, in accordance with sub-clause 3.2 (vi) and if Western Plains Security & Locksmiths considers it necessary to alert the Police, and the Customer agrees that such a service is extra work.

In the event that the premises is found to have been violated and the Customer Contact is unable to be contacted by telephone, the Customer authorises Western Plains Security & Locksmiths to arrange for a security guard to attend and remain on the Premises, as an agent of necessity, if Western Plains Security & Locksmiths considers it necessary, until the next regular working day, or to arrange temporary work to secure the premises and agrees that such a service is Extra Work.

Where a smoke detector alarm is connected to the Security System, Western Plains Security & Locksmiths will only contact the Australian Fire Service on behalf of the Customer, if Western Plains Security & Locksmiths had telephoned the Premises and received verification that the Premises is on fire or if Western Plains Security & Locksmiths attempts to telephone the Premises have proven unsuccessful.

Where a medical duress alarm service is provided at the Premises, Western Plains Security & Locksmiths will upon receipt of an alarm signal notify the Customer Contact as soon as practicable and in the event the Customer contact is unable to be notified, will contact the relevant emergency response services.

Any expenses associated with the provision of any emergency response service including but not limited to charges made by the Australian Fire Service, Ambulance or Police shall be to the account of the Customer.

(iii) **Supervised Monitoring** means Basic Monitoring of entry and exit signals for the Security System.

(iv) **Alarm Activity Reports** means alarm system activity reports sent to the Customer at intervals described in the Customer instructions.

(v) **Key holding** means Western Plains Security & Locksmiths or its representative holding the Customer’s keys and listing them in a code register, but does not include attendance at the premises by a representative of Western Plains Security & Locksmiths.

(vi) **Alarm Response Services** means attendance at the premises, as soon as practicable, after receipt of an actionable alarm signal by Western Plains Security & Locksmiths, during alarm response service hours (depending on the location and availability of patrol staff) to observe whether the premises appears secure by means of a visual external check at street level of areas immediately adjacent to the area in alarm. If Western Plains Security & Locksmiths holds keys and codes, the alarm response officer will reset the alarm. Alarm response service hours vary from the area and from time to time and may be confirmed through Western Plains Security & Locksmiths branch office. Attendances will be charged at Western Plains Security & Locksmiths’ standard rates unless a Basic Response Fee is specified in the Quotation. Where the Basic Response Fee is specified in the Quotation that fee only covers attendance on-site for up to fifteen (15) minutes is Extra Work and will be charged at Western Plains Security & Locksmiths standard rates.

3.3 The Customer shall to the extent necessary give Western Plains Network detailed instructions which may be varied either in writing or orally (and immediately confirmed in writing) as will facilitate Western Plains Security & Locksmiths provision of and the time period of the monitoring. The data base record kept by Western Plains Security & Locksmiths will be conclusive evidence as to all oral variations. Details of current instructions may be checked with Western Plains Security & Locksmiths.

3.4 The Customer acknowledges that Western Plains Security & Locksmiths monitoring obligations shall be suspended during any period in which the telephone line to the Premises is incapable of transmitting signals to or from the Security System and/or Central Station.

3.5 The Customer understands that Western Plains Security & Locksmiths may need to record all telephone conversations to and from its Central Station and agrees to the practice of the procedure.

3.6 The Customer undertakes not to write keypad codes in public or insecure places, and to ensure that key cards, keys and other security access devices are kept under secure care. The Customer furthermore undertakes to ensure that when an authorised code or key holder no longer has the Customer’s authorisation for entry and/or use of the Security System, the Customer will delete the current code and request a new code from Western Plains Security & Locksmiths. The Customer will caution each code holder not to make the code known to others.

3.7 Should monitoring services be terminated at any time, it states the Customers responsibility to arrange for the disconnection of any telephone monitoring link. If the monitoring link is not disconnected, the Customer accepts responsibility for any telephone charges that may be incurred.

#### **4 PROVISIONS OF MAINTENANCE SERVICES**

4.1 Western Plains Security & Locksmiths shall throughout the term provide in respect of the Security System the maintenance services set out in the Quotation.

4.2 **Routine Testing** means inspection of the Security System based on AS2201-1. Up to number specified in the Quotation in any period of twelve (12) months to be performed when reasonably requested by the Customer during Western Plains Security & Locksmiths' normal office hours, unless otherwise agreed. Repairs and replacement parts will be Extra Work and charged at Western Plains Security & Locksmiths standard rates.

4.3 **Comprehensive Maintenance** means attendance at the Premises by a technician of Western Plains Security & Locksmiths during office hours, unless otherwise agreed, to reset, adjust or repair the Security System in accordance with AS2201-1. Any other repairs and replacement parts, unless otherwise agreed will be Extra Work and charged at Western Plains Security & Locksmiths standard rates.

4.4 Where Western Plains Security & Locksmiths considers that any alarm equipment is no longer economically serviceable (due for example to age, obsolescence or unavailability of spare parts) then Western Plains Security & Locksmiths may elect to cease to provide maintenance of that equipment, or any part of it. Western Plains Security & Locksmiths will give the Customer one month's notice of its intention to cease to provide maintenance and will adjust the maintenance fees payable by the Customer to reflect the reduction in maintenance services provided. Unless the parties otherwise agree, a reduction in maintenance service under this clause 4.4 will not affect the remainder of this agreement, which will continue in full force and effect.

#### **5 WARRANTY**

- (a) The Company warrants that any Products sold to the Customer hereunder will upon delivery or upon installation and commissioning by the Company (as the case may be), free from defects for a period of one (1) year on parts or 3 months on labour from the date of the invoice or the date of commissioning (as the case may be) and will be of the kind and quality specified in the Product Specification issued by the Company. If any such defect appears within the period the Company will, at its option repair, replace or issue credit based on equitable adjustment in price to Purchase Replacement parts or Products will be furnished on an exchange basis and will be either reconditioned or new. All defective parts will be returned to the company and will become the Company's property. The Company will remedy free of charge any defective installation appearing within the period.
- (b) The customer shall notify the Company in writing within fourteen (14) days of the discovery of any relevant defects.
- (c) The company shall promptly attend to such defects free of charge provided that the company is satisfied that after delivery the Product has been properly handled, carried, installed, stored, used and maintained and that the customer has complied with any applicable recommendations of the Company and that the Product has been altered or modified in any way by any person. Where remedial work is required to be carried out outside Normal Business Hours and additional charge may apply.
- (d) The company will not be responsible for the non-performance of malfunction of or damage to and Products supplied by the customer arising from any of, or any combination of the following:
  - (i) Adverse environmental conditions, including without limiting the generality of the foregoing, electrical noise or electromagnetic radiation that may be direct coupled or induced in the Product's components, circuitry, power supply paths, single paths, communication paths; or
  - (ii) The provision of utilities or services by the Customer or any third party which are not within operating limits specified in the product specifications issued by the company or any other manufacturer of the Products (or part thereof); or
  - (iii) Interworking with other equipment or software not supplied or approved by the company; or
  - (iv) Any reconfiguration or modification by the Customer or any third party or a Product or system data base supplied by the Company.
  - (v) Careless use of the Products by the Customer or use by unskilled or untrained employees of the Customer; or
  - (vi) Fire, flood, water, wind, lightning, impact or any Act of God or other cause outside the control of the Company.Any cost or expense incurred by the Company in detecting or isolating such non-performance malfunction or damage so caused and rectification thereof will be borne by the Customer.
- (e) The Company shall not be liable for any loss of profits or any consequential loss of any kind whatsoever suffered by the Customer arising from any defect of any Product or Service or in any kind form any breach of any of the company's obligations in connection with this Agreement from any negligence, misinterpretation or other act or omission on the part of the Company, its servants, agents or contractors.
- (f) Notwithstanding anything else contained in this Agreement, the liability of the company, whether in contract or in tort of otherwise howsoever, in respect of all claims, arising from breach of any of the Company's obligations arising in connection with this Agreement from any negligence, misrepresentation or other act or omission on the part of the Company, its servants, agents or contractors shall not in aggregate exceed the price of the Products or Services, whichever is applicable.

#### **6 EXTRA WORKS**

6.1 In addition to those services specified in this agreement as "extra work", all services performed and equipment provided by Western Plains Security & Locksmiths which are not specifically referred to in this agreement shall constitute Extra Work.

6.2 Where the customer asks Western Plains Security to perform work or provide materials which constitute Extra Work and Western Plains Security & Locksmiths agrees to such request, or such work is provided in accordance with this agreement without an express request from the Customer, then the provisions of this agreement shall apply to the Extra Work and the Customer shall pay for the Extra Work at the following rate:

- (a) Where Western Plains Security & Locksmiths has quoted an amount prior to performing or providing the Extra Work, the amount quoted; or
- (b) Where Western Plains Security & Locksmiths has not given any such quote, an amount calculated for work done at Western Plains Security & Locksmiths then standard rates for such work.

#### **7 FEES**

7.1 The customer shall pay Western Plains Security & Locksmiths the fees specified in the quotation (and as amended from time to time under clause 7.3) during the term.

7.2 Payment of all fees and any extra charges are due 7 days from the date of Western Plains Security & Locksmiths' invoice.

Where any of the fees specified in the quotation have been included (with the agreement of Western Plains Security & Locksmiths) in rentals payable to a leaser in respect of the customer's lease of the Security System, the parties acknowledge that:

- (a) Such fees have been included in the rentals at the request of the customer under a direction given by the Customer to the leaser to have such fees paid by the leaser to Western Plains Security & Locksmiths; and
- (b) The Customer has given that direction.

7.3 If the direct and/or indirect cost to Western Plains Security & Locksmiths of providing the services specified in the Quotation increases at any time after the date of this agreement, for any reason, then Western Plains Security & Locksmiths may at any time after giving written notice to the customer, increase the fees payable for such services by the proportion as the increase in the cost of Western Plains Security & Locksmiths. Such increase shall take effect from the date on which the cost to Western Plains Security & Locksmiths increases.

7.4 The customer may not deduct or set off any monies owing under this agreement.

7.5 Western Plains Security & Locksmiths reserves the right to charge a cancellation fee of not less than \$50 plus GST. This fee covers the administration costs of data base and account cancellations. The customer will provide Western Plains Security & Locksmiths with access to the premises on at an agreed time during normal business hours (Monday to Friday 9am to 5pm) to de-program the communication pathways of the alarm system to prevent nuisance traffic to Western Plains Security & Locksmiths monitoring centres after cancellation date.

## **8 CUSTOMERS' OBLIGATIONS AND ACKNOWLEDGEMENTS**

8.1 The Customer will, except where otherwise provided in the agreement:-

- (a) Be liable for any break of this agreement committed by the Customer;
- (b) Pay Western Plains Security & Locksmiths interest on overdue monies at the current rate for the time being certified by Western Plains Security & Locksmiths' bank for business overdrafts under \$100,000, interest to be calculated on daily balances and to accrue both before and after judgement.
- (c) Ensure the Premises will at all times be a safe working environment and (without limitation) shall not contain asbestos or similar hazards or any infectious or building disease.

8.2 The customer acknowledges that:-

- (a) It has not relied on any representation or warranty except as set out in this agreement and it is reasonable for Western Plains Security & Locksmiths to limit its liability in the manner set out in this agreement.
- (b) The prices charged by Western Plains Security & Locksmiths under this agreement are based solely on the value of service provided and are not related to the value of the Customer's property or the property of others located on the Premises;
- (c) Western Plains Security & Locksmiths may use subcontractors to provide all or any other services to be provided under this agreement;
- (d) To the full extent permitted by law it has or will have on delivery of the Security System satisfied itself by prior enquiry, investigation and examination as to the condition of quality of the Security System, its suitability or fitness for ordinary or any special use or purpose and as to the correspondence of the Security System to any description of the Security System.
- (e) It will ensure all authorised personnel of the customer have received adequate training in the use of the Security System or other alarm equipment before its commissioning and undertakes to ensure that any additional authorised personnel receive similar training and, if applicable, to pay Western Plains Security & Locksmiths its reasonable fees for such training.
- (f) It will promptly arrange for its personnel to be fully conversant with the procedures contained in any handling guide issued by Western Plains Security & Locksmiths and undertakes to ensure that additional personnel are also made fully conversant with such procedures;
- (g) It shall properly notify Western Plains Security & Locksmiths should it or its personnel have any difficulty in understanding or implementing the provisions contained in any handling guide issued by Western Plains Security & Locksmiths.
- (h) Payment of monies due to Western Plains Security & Locksmiths within the period agreed between the parties is a condition of this agreement and that to the maximum extent permitted by law Western Plains Security & Locksmiths shall have no liability whatsoever to the customer in respect of any act or omission on the part of Western Plains Security & Locksmiths for any work required to be undertaken by Western Plains Security & Locksmiths pursuant to this agreement of the circumstance or event which would otherwise give rise to liability occurs at a time when the customer is in breach of its payment obligations to Western Plains Security & Locksmiths;
- (i) This agreement sets out the whole agreement between the parties relating to its subject matter and all representations, terms, warranties, conditions and collateral agreements where implied or otherwise, except as set out in the agreement, are expressly negated so that no party shall have any obligation towards the other in any way in relation to the subject matter of this agreement except as set out in this agreement.
- (j) The customer acknowledges that Western Plains Security & Locksmiths is not an insurer of the Premises or other property risks, that the services provided under this agreement cannot be guaranteed to prevent all or any unauthorised entry, loss or damage at the premises and that the customer should effect and maintain all normal and prudent insurance policies in respect of all usual risks including fire, burglary, theft and consequential loss and damage to the Premises (including the contents of the Premises).

8.3 The Customer shall itself or through its agents:-

- (a) Carry out regular testing of the Security System or other alarm equipment and the telecommunications connection with Western Plains Security & Locksmiths, comply with all operating and maintenance instructions in relation to the Security System or other alarm equipment, fix and defects without delay and otherwise do all things to maintain the Security System or other alarm equipment, in good working condition; and without delay and otherwise do all things to maintain the Security System or other alarm equipment; and
- (b) Immediately notify Western Plains Security & Locksmiths of any defects in the Security system or other alarm equipment; and
- (c) Seek evaluation of its security requirements from Western Plains Security & Locksmiths if the use or layout of the Premises or the level of risk changes from that applying at the commencement date.

8.4 The customer shall promptly notify Western Plains Security & Locksmiths of any break-in or attempted break-in to the Premises and shall allow Western Plains Security & Locksmiths access to the Premises whenever reasonably required by Western Plains Security & Locksmiths for the purpose of testing the Security System or other alarm equipment.

## **9 CREDIT CHECK**

9.1 Western Plains Security & Locksmiths may make such enquiries as it considers necessary to determine the credit worthiness of the customer and the Customer hereby authorises any other person or organisation to provide such credit related information to Western Plains Security & Locksmiths as Western Plains Security & Locksmiths requires.

9.2 If Western Plains Security & Locksmiths, in its absolute discretion, is not satisfied with its enquiry into the credit worthiness of the Customer and no arrangement acceptable to Western Plains Security & Locksmiths (by way of guarantee or otherwise) has been provided by the Customer then Western Plains Security & Locksmiths may terminate this agreement with immediate effect and at no cost to Western Plains Security & Locksmiths. The Customer remains responsible for any charges already incurred in relation to the supply or installation of the Security System or any other services which have been supplied by Western Plains Security & Locksmiths notwithstanding termination under this clause.

## **10 LIMITATION LIABILITY**

10.1 (a) It is agreed that the sole obligation of Western Plains Security & Locksmiths shall be to use its reasonable endeavours to provide the Customer with the services specified in the Quotation.

(b) All implied terms, warranties, guarantees and conditions are excluded from this agreement except to extend that they cannot lawfully be excluded.

(c) In the event Western Plains Security & Locksmiths breaches its obligations under this agreement Western Plains Security & Locksmiths agrees at its election to either perform the relevant services again or pay the costs of having those services performed again.

(d) Western Plains Security & Locksmiths total liability under this agreement is to the extent permitted by law expressed in this sub-clause, and Western Plains Security & Locksmiths shall have no further or other liability to the Customer whatsoever.

10.2 The customer assumes all liabilities for the Security System or other alarm equipment and its usage whether by the Customer or any other person.

## **11 DEFAULT TERMINATIONS**

11.1 The parties agree that any breach by the customer of any provision of this agreement which is not rectified within seven (7) days of notification shall entitle Western Plains Security & Locksmiths to terminate this agreement.

11.2 If Western Plains Security & Locksmiths terminates this agreement for cause the Customer shall pay Western Plains Security an early termination payment equivalent to three (3) months monitoring and maintenance fees.

11.3 This agreement will continue for further terms of twelve months after the expiry of the initial terms unless one party gives the other three months' prior written notice of their intention to terminate the agreement at the expiry of the current term.

11.4 In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

## **12 PASSING OF TITLE**

12.1 Title to any part of the Security system purchased by the Customer until payment in full is received by Western Plains Security & Locksmiths and the customer shall:-

(a) Maintain such part or parts in good order and condition; and (b) If payment is not made by the due date, irrevocably authorise Western Plains Security & Locksmiths to enter the customer's premises where the part or parts is or are suspected by Western Plains Security & Locksmiths to be, and Western Plains Security & Locksmiths shall be entitled to take possession of the part or parts without liability to the customer.

## **13 GENERAL PROVISIONS**

13.1 **Notice** either party may give the other notice under this agreement by letter or facsimile sent to the address or facsimile number last known to the party giving the notice and any such notice shall be considered given when the letter or facsimile have been delivered in the ordinary course of post or transmission.

13.2 **Assignment** The Customer shall not assign its interest in the agreement without prior written consent of Western Plains Security & Locksmiths. Western Plains Security & Locksmiths shall be entitled at any time to assign, subcontract or license any part of its rights and obligations under this agreement.

## **14 GST**

- (a) Where any supply under these terms and conditions is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that supply shall be added to the amount exclusive of GST paid or payable for that supply under these terms and conditions:
- (b) The provisions contained in sub-clause (a) apply notwithstanding any other clause of these terms and conditions whatsoever.
- (c) Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under these terms and conditions:
- (d) in this clause:
  - (i) the expression "GST" means any tax in the nature of a tax on or on the supply of goods, real property, services or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any state or Territory of Australia, which may operate at any time during the these terms and conditions, other than any interest, fine, penalty fee or other payment imposed on or in respect of the above;
  - (ii) the expression "supply" means any form of supply whatsoever and includes any supply within the meaning of any commonwealth, State or Territory legislation imposing or relating to the imposition of GST

## **15 FORCE MAJEURE**

Any failure or delay in the performance of any obligations under this agreement by Western Plains Security & Locksmiths will not be deemed to be a breach of this Agreement if that failure or delay is due to Exceptional Circumstances.