

SNP Security Terms & Conditions

1. DEFINITIONS:

Except to such extent (if any) as the context otherwise requires the under mentioned expressions shall have the following meanings: -

- (a) 'Alarm Condition' means a signal received from the Customer's Security Alarm System at SNP's Control Room, which is not identified by code or signal as an authorized entry to the Customer's premises.
- (b) 'the date of this Agreement' means the date of acceptance of the quotation of the front page of this quotation and agreement.
- (c) 'The Security Alarm System' means the components detailed on the front page of this quotation and agreement including all necessary wiring and ancillary items, the Control Unit and such further or other equipment in substitution for or in addition thereto as SNP may, with the concurrence of the Customer, consider necessary or appropriate.
- (d) 'SNP's Control Room' means that part of SNP's premises situated at either 937-941 Victoria Road West Ryde or 54 Hudson Street Hamilton or elsewhere used for monitoring the Security Alarm System.
- (e) 'Customer's Premises' means the installation address on the front page of this quotation and agreement.
- (f) 'Customer' means the person noted alongside the words 'Customer's Name' on the front page of this quotation and agreement.
- (g) 'SNP' means Sydney Night Patrol and Inquiry Co. Pty. Ltd. A.B.N. 11 000 013 098 trading as SNP Security, its successors and assigns.
- (h) 'The Date of Practical Completion' means the date upon which the Security System installed at the Customer's Premises is (i) able to be operated; or (ii) where it is to be monitored by SNP, SNP's Control Room commences such monitoring.
- (i) Except to such extent (if any) as the context otherwise requires:-
 - (i) words and phrases importing a singular number shall include the plural and vice versa and words and phrases importing the masculine, feminine or neuter gender shall include the other genders; the word 'person' shall include a company, corporation, firm or body of persons; any covenant herein by two or more persons shall be deemed to be given jointly and severally.

2. SUPPLY AND INSTALLATION OF THE SECURITY SYSTEM:

- (a) SNP, in consideration for the fee being the Total Installation Price on the front page of this quotation and agreement ('the Supply and Installation Fee') payable by the Customer to SNP, shall supply and install the Security System at the Customer's Premises. The 'Supply and Installation Fee' shall be payable by the Customer to SNP by instalments, namely by payment of a deposit of twenty per centum (20%) or such other sum as is noted alongside 'deposit received' on the front page of this quotation and agreement and subject to Clause 3 hereof, the balance within seven (7) days after the Date of Practical Completion.
- (b) SNP shall provide to the Customer all necessary advice concerning preparation of the Customer's Premises to enable installation of the Security System. The Customer shall be responsible for making ready the Customer's Premises to receive the Security System including the provision of all installation facilities recommended by SNP. The Customer shall obtain all necessary consents (if any) from the owners of or other parties with an interest in the Customer's Premises to enable such work to be carried out.
- (c) SNP shall commence and complete the installation of the Security System as soon as practicable after the Date of this Agreement.
- (d) The Security System at the Customer's Premises shall be connected to SNP's Control Room by a landline or telephone network the property of Telstra Australia and/or such other entity as may from time to time be the owner or authorized operator ('the Provider').

- (e) SNP shall make all necessary applications to Telstra for such connection. SNP shall not be responsible for any delay on the part of Telstra in providing such connection nor will any such delay prejudice this agreement. The costs of and incidental to the provision of the said landline or telephone connection shall be paid by the Customer.

- (f) The Security System shall become the property of the Customer on and from the Date of Practical Completion and, in the case of such of the Security System (if any) as may be supplied and installed subsequently, on and from the date of its installation at the Customer's Premises by SNP provided that the Supply and Installation Fee has been paid in full. If such fee has not been paid in full the provisions of Clause 18 shall apply.

3. PROGRESS CLAIMS:

- (a) If for any reason the installation of the Security System is not completed within one (1) month after the Date of this Agreement SNP shall be entitled to receive from the customer progress payments on account of the Supply and Installation Fee representing the value of materials and labour purchased and/or supplied by SNP where such value exceeds the amount of the Deposit ('progress payments').
- (b) No claim may be made by SNP nor shall the Customer be liable for any progress payments unless and until the amount which may properly be claimed by SNP exceeds the amount of the Deposit by Five Hundred Dollars (\$500.00)
- (c) Subject to Clause 3(b) above, each progress payment shall be paid by the Customer within seven (7) days of receipt of SNP's invoice therefore.

4. MONITORING OF THE SECURITY SYSTEM:

- (a) During the term of this agreement SNP, in consideration of the Monitoring fee prescribed on the front page of this quotation and agreement ('the Monitoring Fee') payable by the Customer to SNP, shall monitor the Customer's Security System at SNP's Control Room.
- (b) On or before the Date of Practical Completion the Customer shall notify SNP in writing of the name, address and telephone number of those persons who may be contacted by SNP at any time outside normal business hours in the event of an Alarm Condition ('the after hours contact'). The Customer shall give written notice to SNP of all alterations to the list of the after hours contacts.
- (c) SNP warrants that SNP's Control Room shall at all times be staffed by employees of SNP. As soon as reasonably practicable following receipt of an Alarm Condition SNP shall advise one of the after hours contacts and shall, if so requested by that after hours contact, notify the Police.
- (d) Included in the Monitoring Fee, the customer may elect to pay SNP the weekly reports fee prescribed on the front page of this quotation and agreement ('the Weekly Reports Fee'). Such election shall be evidenced by the Weekly Reports Fee being inserted and the Customer signing the form of acceptance on the front page of this quotation and agreement.
- (e) In consideration of the Customer agreeing to pay the Weekly Reports Fee SNP shall cause to be prepared and forwarded to the Customer as soon as practicable a brief written report for each week during the term of this agreement such report to advise the Customer on the monitoring of the Security System and to include details of alarm conditions (if any) from time to time received during the week covered by each report.

5. ALARM CONDITION RESPONSE:

- (a) In addition to the Monitoring Fee, the Customer may elect to pay to SNP the Alarm Response Fee prescribed on the front page of this quotation and agreement ('the Response Fee'). Such election shall be evidenced by the Response Fee being inserted and the Customer signing the form of acceptance appearing on the front page of this quotation and agreement.

(b) In consideration of the Customer agreeing to pay the Response Fee, SNP shall, in accordance with the instructions of the Customer or the after hours contact, upon receipt of an Alarm Condition have a security patrol officer ('SNP's Security Patrols Officer') inspect the Customer's Premises and subsequently report the results of such inspection to the Customer. Such services shall be in addition to the services specified in Clauses 4(a) and (c) above.

(c) If, upon inspection of the Customer's Premises by SNP's security patrol officer pursuant to Clause 5(b) above, it is determined that a break and/or enter has occurred, SNP is authorized at its discretion to:-

(i) service the Security System at the Customers expense with SNP to charge its usual rates SAVE AND EXCEPT that where the Customer has the Security System maintained by SNP pursuant to Clause 8(c) hereof and the service to be provided comes within the terms of such maintenance agreement then the service will be provided to the Customer as for an adjustment call pursuant to Clause 8(d)(ii) hereof;

(ii) where SNP is unable to immediately effect repairs to the Security System it may provide the services of a security patrol officer(s) to patrol the Customer's Premises at the Customer's expense with SNP to charge its usual rates.

(iii) The Customer in agreeing to pay the Response Fee, acknowledges that the availability of SNP's security patrol officers vary from area to area. Normally, there are security patrol officers on duty daily between 6.00pm and 6.00am. Such officers are also on duty during daylight hours on Saturday, Sunday and Public Holidays. Due to shift changes having to be allowed for SNP shall use its best endeavours to send a security patrol officer to the Customer's Premises where an Alarm Condition occurs during daylight hours.

6. PAYMENT OF MONITORING FEE:

The Customer shall pay to SNP the Monitoring Fee by payments annually, quarterly or monthly in advance as agreed during the term of this agreement. The first payment shall be made on or before the Date of Practical Completion.

(b) The Customer shall pay any additional fees payable pursuant to Clause 5(c) hereof within seven (7) days of its receipt of SNP's invoice therefore.

7. PAYMENT OF GST:

(a) All prices, fees or charges payable under this agreement are to be exclusive of GST. Where any Supply under this agreement is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of the Supply shall be added to the amount of consideration paid or payable for that Supply under this agreement.

(b) The provisions contained in Clause 7(a) apply notwithstanding any other clause of this agreement 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 this agreement.

(d) In this agreement:

(i) The expression 'GST' means any goods and services tax, value added tax or similar broad based consumption tax or tax on services including without limitation any tax imposed to A New Tax System (Goods and Services Tax) Act, 1999 (Cth) or any amendment or replacement legislation ('GST law') the expression has the same meaning as in the GST law.

(e) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory changes, the consideration payable to the recipient of the supply made under this agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in any existing taxes, duties or statutory charges.

8. MAINTENANCE:

(a) During the term of this agreement SNP shall at the Customer's expense provide such services and materials as may be reasonably necessary to maintain the Customer's Security System. SNP shall charge its usual rates therefore.

(b) After receipt of a request from the Customer, SNP shall provide maintenance pursuant to the sub-clause 8(a) above as soon as reasonably practicable during SNP's normal daytime business hours.

(c) The Customer may elect to pay to SNP the fee prescribed on the front page of this quotation and agreement ('the Maintenance Fee'). Such election shall be evidenced by the Customer signing the form of acceptance appearing on the front page of this quotation and agreement.

In consideration for the Customer agreeing to pay the Maintenance Fee to SNP, SNP shall provide the following services:-

If the customer has elected to have preventative maintenance (Preventative Maintenance) provided, then SNP shall carry out two (2) calls per year (or as otherwise agreed with the client) to the customer's premises and perform the following services:

Walk test the Security System for break and seal at the control panel;

Check all readings reporting back to SNP's Control Room;

Check all power supply voltages and adjust as necessary;

Check correct coverage of detectors and make any necessary adjustments;

Provide a written report on the security system)

(ii) If the Customer has elected to have comprehensive maintenance ('Comprehensive Maintenance') provided then SNP shall carry out two (2) calls per year (or as otherwise agreed with the client) to the Customer's Premises and perform the following services;

Walk test the Security System for break and seal at the control panel;

Check all readings reporting back to SNP's Control Room;

Check all power supply voltages and adjust as necessary;

Check correct coverage of detectors and make any necessary adjustments;

Provide a written report on the security alarm system;

Carry out all service repairs;

Replace all parts that are faulty.

(d) The services to be provided pursuant to sub-clauses (i) and (ii) will be carried out between 8.00am and 5.00pm Monday to Friday.

(e) Subject to sub-clause 8 (g) hereof the service calls and such adjustment calls as are carried out between the inspection dates referred to in sub-clause 8 (d) above shall not be charged for but all necessary parts shall be provided at the Customer's expense and SNP shall charge its usual rates therefore.

(f) The Customer shall pay to SNP the Maintenance Fee by payments annually, quarterly or monthly in advance as agreed during the term of this agreement. The first payment shall be made on or before the Date of Practical Completion. All other payments due by the Customer to SNP pursuant to this Clause 8 shall be paid within seven (7) days of receipt of SNP's invoice therefore.

(g) The Customer acknowledges and agrees that the Maintenance Fee only covers the services to be provided to SNP under Clause 8(d) above and does not cover the following:-

the cost of repairs and overhauls which in the opinion of SNP's serviceman necessitates the Security System or any part thereof being returned to SNP's workshop;

the supply of accessories or supplies;

parts, labour or expense necessitated by accident, neglect, misuse, storm damage or damage other than by SNP its servants or agents;

(h) Slight adjustments, which would normally be done by the Customer or those items, which are the Customer's responsibility pursuant to Clause 9 hereof.

(i) The liability of SNP under this clause ceases if the Security System or any part thereof is repaired or interfered with or removed from the Customer's Premises by any person other than SNP's representatives.

9. CUSTOMERS RESPONSIBILITY:

(a) The Customer shall follow the entry/exit procedure notified in writing by SNP to the Customer in turning the Security System on and off.

(b) The Customer shall be responsible for the following:-

(i) All alarm points shall be walk-tested regularly in accordance with the operating instruction given by SNP to the Customer;

(ii) performing such other testing procedures as are advised in writing by SNP to the Customer from time to time to ensure that the Security System is operating satisfactorily; ensure that faulty alarms are not left isolated and are corrected as soon as possible;

(iii) ensuring that the Security System is put in the 'Night Condition' or 'armed' or 'on' in accordance with instructions pursuant to sub-clause 9(a) above whenever the Customers Premises are to be unattended;

(iv) the Security System key (where applicable) shall be kept in a secure place and the Customer shall immediately notify SNP in the event that it is lost or misplaced.

The Customer acknowledges that any loss or damage arising from its failure to comply with sub-clause 9(b) above shall be borne by the Customer.

10. CLAIMS FOR LOSS OR DAMAGE:

(a) The Customer acknowledges and agrees that SNP is not an insurer and does not carry any insurance in respect of property stored or located at the Customers Premises. SNP shall not be liable for loss or damage due directly or indirectly to any occurrence omission or consequences therefrom which the Security System may be designed to detect or avert. If SNP is held liable for loss or damage due to failure on its part in any respect SNP's liability shall be limited to a sum equal in amount to the Monitoring Fees payable hereunder for a period not to exceed six (6) months. That sum shall be paid to and received by the Customer as liquidated damages and not as a penalty and liability shall be exclusive. The provisions of this Clause shall apply in the event of loss or damage irrespective of cause or origin resulting directly or indirectly to persons or property from the performance or non-performance of the obligations of SNP set forth herein or from negligent acts of omission or commission or otherwise of SNP its agents or employees.

(b) Any event which gives rise to a claim or action referred to in sub-clause 10(a) above shall be notified in writing by the Customer to SNP within seven (7) days of the date on which each such breach, act or omission came or ought reasonably to have come to the notice of the Customer.

11. SNP'S RIGHT TO VARY FEES:

(a) The Monitoring Fee, Response Fee and Maintenance Fee (where applicable) shall be deemed to have been calculated on the wages payable to SNP the hours of labour and the Provider landline or telephone network charges in force at the Date of this Agreement ('the rates'). If there shall be any subsequent variation in the rates then the Maintenance Fee, Response Fee and Monitoring Fee shall be varied in the same manner and to the same extent as the cost to SNP actually incurred by reason of such variations.

(b) SNP shall give to the Customer written notice of the fee variations referred to in sub-clause 11(a) above.

12. DAMAGE TO EQUIPMENT AND CONTROL UNIT:

(a) The Customer shall be responsible for any damage to or destruction of the Security System including the cost of repairs caused by or resulting from any act of the Customer it's agents, employees or any other person other than the servants agents or employees of SNP.

(b) During the term of this agreement the Customer shall not permit any persons other than authorized

representatives of SNP to effect any replacement of parts, maintenance, adjustments or repairs to the Security System.

13. TRANSFER OF INTEREST:

The Customer shall not transfer or assign its interests under this agreement without the prior written consent of SNP.

14. TERM AND TERMINATION:

(a) If any part due by the Customer to SNP under this agreement is not received by SNP within fourteen (14) days of its due date SNP shall be entitled to forthwith discontinue the services provided hereunder and to enter the Customer's premises and remove the Control Unit until such time as all arrears have been paid in full. Upon the Customer paying all such arrears SNP shall at the Customer's expense reinstall the Control Unit. SNP shall charge its usual rates for such installation which amount shall be paid to SNP prior to SNP carrying out reinstallation of the Control Unit.

(b) Subject to sub-clause 14(a) this agreement shall continue until the date set out on the front page of this quotation and agreement ('the Expiry Date'). If either party ('the Terminating Party') shall desire to terminate this agreement upon the Expiry Date written notice to that effect shall be given by the Terminating Party to the other party not less than three (3) months prior to the Expiry Date. If no such notice is given then this agreement shall continue after the Expiry Date until three (3) months prior written notice of termination is given by the Terminating Party to the other.

(c) If pursuant to sub-clause 14(a) above the services to be provided by SNP under this agreement are (i) discontinued; or (ii) discontinued and subsequently resumed ('the discontinued period'), the Customer shall not be entitled to any credit or refund from SNP in respect of Monitoring Fees and or maintenance fees, paid and/or payable in advance for a period which includes the discontinued period.

15. GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the law for the time being of the State of New South Wales.

16. NOTICES:

Any notice required to be given under this agreement shall be deemed to be properly given if left at or sent by pre-paid post to the address of the party last known to the party giving the notice and, if posted, shall be deemed to have been given on the day following posting.

17. AGREEMENT:

This agreement contains all the terms and conditions agreed between the parties hereto. Each party acknowledges that there are no other representations warranties specifications conditions or promises of any kind or description other than those expressly contained herein.

18. FORCE MAJEURE:

SNP shall not be liable to the Customer for any failure to perform any obligations under this Agreement if caused by any governmental action, strike lock-out, boycott, blockade, fire, flood, tempest or from any cause beyond the control of SNP.

19. PASSING OF TITLE:

(a) Notwithstanding any other provision of this agreement to the contrary the Customer acknowledges and agrees that until the full and final payment of the Supply and Installation Fee is made by the Customer to SNP the following shall apply:

(i) The Security System shall remain owned by and be the property of SNP but the risk in the Security System shall pass to the Customer on delivery to the Customers Premises;

(ii) The relationship between the Customer and SNP shall be fiduciary and the Customer shall hold the Security system as bailee for SNP;

(iii) The Customer is not permitted to dispose of the Security System or any part thereof without the prior written consent of SNP.

b) Without prejudice to any other rights of SNP either at law or in equity upon the happening of any of the following events SNP shall be entitled to the return of the Security System and for that purpose to enter upon the Customers Premises or any other premises at which the Security System or any part thereof may be from time to time located, to retake possession:

(i) The Customer is unable, refuses or neglects to pay the Supply and Installation in full as and when required under the terms of this agreement;

(ii) The whole or any part of the Supply and Installation Fee remains unpaid and the Customer has a receiver or official manager appointed or goes into liquidation or, being an individual, is made bankrupt or enters into a scheme of arrangement with his creditors.

(iii) The Customer acknowledges and agrees that in the event of SNP retaking possession of the Security System or any part thereof pursuant to sub-clause (b) above, SNP shall thereupon be entitled and shall have the full, free and unfettered right to resell or otherwise dispose of the Security System or any part thereof as SNP in its absolute discretion may determine.

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