

Terms and Conditions – Australian Security Company Pty Ltd**1. Definitions**

Alarm Monitoring means monitoring of alarm signals and sealing/unsealing signals from the Security System, twenty-four (24) hours per day, subject to these Terms and Conditions, and actioning of signals as soon as practicable in accordance with the Customer's written instructions.

Company means Australian Security Company Pty Ltd (ACN 010 449 555), its successors and assigns.

Customer means the person, firm, or company named in the Service Agreement, including successors and permitted assigns.

Premises means the property or properties of the Customer monitored, patrolled, or otherwise serviced under this Agreement.

Security System means the equipment supplied, installed, or maintained by the Company under this Agreement.

Monitoring Station means the Company's facility used for the monitoring of alarm systems.

Customer Contact means the person(s) nominated by the Customer to be contacted upon receipt of an alarm signal.

Patrol Response means attendance at the Premises after receipt of an actionable alarm to determine whether the premises are secure and, if authorised, reset the alarm system.

Services means all goods and services supplied by the Company, including but not limited to: Alarm Monitoring, Patrol Response, Static Guard services, Mobile Patrols, installation, maintenance, and supply of electronic security equipment.

Static Guard means a security officer on site guarding a specified area as authorised by the Customer.

2. Liability and Indemnity

- a. The Company will exercise reasonable skill and care in providing its services.
- b. To the fullest extent permitted by law, the Company is not liable for:
 - Events outside its control (e.g. power, internet, telecoms, natural disaster, strikes, cyber-attack);
 - Indirect or consequential loss (e.g. lost profits, opportunity, or goodwill).
- c. Where the Australian Consumer Law (ACL) applies, the Customer retains all statutory rights. The Company's liability is limited, at its election, to:
 - Repair, replacement, or payment of the cost of repair/replacement for goods; or
 - Re-supply or payment of the cost of re-supply for services.
- d. In any event, the Company's total liability is capped at the total fees paid by the Customer in the 12 months prior to the event, except in cases of death, personal injury, fraud, or gross negligence, where liability will be determined in accordance with applicable law.
- e. The Customer indemnifies the Company for losses or claims caused by the Customer's misuse of equipment, breach of contract, or unlawful acts.
- f. The Company is not liable for theft, damage, or loss that occurs despite the attendance of a patrol officer or static guard, except to the extent caused by the Company's negligence.
- g. Insurance: The Customer acknowledges that the Company is not an insurer. The Company's services are intended to reduce, but not eliminate, the risk of loss or damage to the Customer's Premises, property, or persons. The Customer is solely responsible for maintaining adequate insurance coverage.

3. Payments, Fees, and Charges

- a. The Customer must pay invoices by the due date stated.
- b. Service fees may be adjusted annually in line with CPI or where external supplier, licensing, or labour costs increase. The Company will provide at least 30 days' written notice.
- c. If payment is not received on time, the Company may:
 - Charge interest on overdue amounts at 2% above the RBA cash rate, accruing daily;
 - Recover reasonable debt recovery costs (including agency fees and legal expenses on a solicitor-client basis);
 - Suspend services until payment is made. Suspension does not cancel the Customer's obligations.
- d. The Customer shall be responsible for all fees charged by police, fire, ambulance, or other emergency services in relation to attendance at the Premises. If paid by the Company, such amounts are reimbursable immediately upon demand.
- e. Merchant and Transaction Fees: The Company reserves the right to pass on to the Customer any service or merchant fees incurred for specific payment methods (including but not limited to credit card, debit card, or third-party payment platforms). Any applicable fees will be disclosed to the Customer at the time of payment.
- f. Deposits: Where a deposit is required for goods or services, it is payable before work commences or equipment is ordered. Deposits are non-refundable except as required by the ACL. If the Company cancels the order without cause, deposits will be refunded in full for undelivered goods or services. If the Customer cancels the order or terminates this Agreement, the Company may retain the deposit to the extent of costs actually incurred, including supplier orders, labour, administration, and loss of profit.

- g. Quotations for Repairs and Replacements: The Company does not provide free quotations for repairs to equipment. Where the Customer requests a repair quotation, a call-out fee and labour charges may apply, regardless of whether the Customer proceeds with the repair. Quotations to replace equipment may be provided free of charge at the Company's discretion.
- h. Custom or Ordered Products / Restocking: Goods that are custom-built, specifically ordered, or manufactured to the Customer's requirements are not subject to cancellation, credit, or refund once ordered, except as required by the ACL. Where the Company agrees to accept a cancellation, any applicable supplier restocking fees will be passed on to the Customer.
- i. Guarding and Patrol Services: Minimum shift durations and patrol charges apply once booked, regardless of whether the Customer utilises the full booked time. If a guard or patrol is cancelled with less than 24 hours' notice, the full fee may still be charged.
- j. Changes to Services: Where the Customer requests additional services, variations, or changes to scope, the Company may adjust pricing accordingly at its current rates.

4. Term and Termination

- a. This Agreement continues for the initial term stated in the Service Agreement.
- b. After the initial term, the Agreement renews for successive terms unless either party gives at least 30 days' written notice before renewal.
- c. Either party may terminate by giving one (1) month's written notice after the initial term.
- d. The Company may terminate immediately if the Customer breaches this Agreement and does not remedy within 14 days, or becomes insolvent.
- e. If the Customer terminates early during a fixed term (other than for the Company's breach), the Customer must pay an early termination fee equal to the lesser of:
 - 50% of the remaining fees, or
 - three (3) months' service fees.
- f. If the Company terminates this Agreement without cause during a fixed term, it shall refund any pre-paid and unused service fees to the Customer. This does not apply where termination arises from the Customer's breach or insolvency.

5. Ownership of Equipment

- a. Equipment remains the property of the Company until fully paid. The Customer holds the equipment as bailee for the Company until ownership transfers.
- b. If the equipment remains unpaid, the Company reserves the right to recover the equipment and, where necessary, enter the Premises in accordance with the law to repossess it.
- c. The Customer will be liable for all reasonable costs associated with repossession, including but not limited to:
 - Legal fees and court costs,
 - Debt recovery or submission fees,
 - Security guard or patrol attendances, and
 - Administrative costs incurred by the Company.
- d. The Customer will also be liable for any shortfall between the contract price and resale value of the equipment.
- e. The Customer acknowledges that the Company may register its interest in the equipment under the Personal Property Securities Act 2009 (Cth) (PPSA). The Customer agrees to do all things reasonably required to facilitate such registration and waives its rights to receive notice under sections 95, 118, 121(4), 130, 132, and 135 of the PPSA to the extent permitted by law.

6. Warranty

- a. Manufacturer's Warranty: All equipment supplied is covered in accordance with the manufacturer's warranty terms and conditions. The Company will assist the Customer in making any warranty claims during the applicable period.
- b. Labour Warranty (Defects Liability Period): The Company provides a standard twelve (12) month labour warranty from the date of installation, covering defects in workmanship relating to the original installation.
- c. Non-Transferability: Warranties provided under this Agreement are personal to the Customer and are not transferable to any third party, purchaser, or successor in title of the Premises or equipment.
- d. Unpaid Accounts: Where any invoice remains unpaid beyond the due date, the Company may suspend warranty services. Equipment or labour warranties may be deemed void until all outstanding amounts are paid in full.
- e. Exclusions: The Company is not obliged to rectify faults or damage that are:
 - Due to causes other than the original installation (including misuse, unauthorised modifications, third-party works, neglect, or external factors such as power surges, storms, lightning, or other force majeure events);
 - Caused by the Customer's failure to maintain adequate internet, power, or telecommunications services;



- Beyond the manufacturer's warranty coverage.
- f. ACL Rights: Nothing in this clause excludes the Customer's statutory rights under the ACL.

7. Customer Responsibilities

- a. Instructions & Contacts: The Customer must provide accurate written instructions for alarm responses and keep all nominated contact details up to date. The Company may rely on its records of instructions as conclusive evidence.
- b. Utilities: The Customer must maintain all necessary phone, internet, and power supply required for the Security System to operate. The Company is not responsible for failures caused by third-party service providers.
- c. Maintenance Obligations: The Customer must:
 - Keep the Security System, equipment, and related infrastructure in good working order;
 - Ensure the system is maintained, tested, and serviced in accordance with relevant Australian Standards (including AS/NZS 2201 and related standards);
 - Notify the Company promptly of any faults, damage, or changes to the Premises that may impact system performance;
 - Arrange and pay for any required ongoing maintenance, testing, or inspections beyond the Company's installation obligations.
 - Customer must provide a safe working environment for guards/patrol officers, including adequate lighting, access, and facilities.
 - Customer must not direct guards/patrols to perform unlawful or unsafe tasks.
 - If access to the Premises is denied or delayed due to the Customer's fault, service is still deemed delivered, and charges remain payable.
 - The Company can refuse service or withdraw guards if conditions are unsafe, with charges still applying.
- d. Warranty Protection: Failure to maintain the equipment in accordance with the above requirements may void manufacturer or Company warranties.
- e. Staff Restrictions: The Customer must not, for six (6) months after termination of this Agreement, employ or contract with any Company employee or subcontractor involved in delivering services under this Agreement.

8. Alarm Monitoring and Emergencies

- a. The Company will monitor alarm signals from the Security System at its Monitoring Station and will respond in accordance with the Customer's written instructions as recorded in the Company's system.
- b. The Customer must provide clear written instructions setting out the desired escalation process for alarm events. These instructions may include, but are not limited to:
 - Attempting to contact nominated Customer Contacts;
 - Dispatching a Mobile Patrol officer to the Premises;
 - Notifying police, fire, ambulance, or other emergency services;
 - Deploying a Static Guard until the Premises is secured.
- c. Where written instructions are not provided, or where the Customer cannot be contacted, the Company may act at its discretion to protect the Premises, including dispatching patrols, contacting emergency services, or deploying a guard if reasonably necessary.
- d. The Customer acknowledges and agrees that all attendances by Mobile Patrol officers, Static Guards, or other emergency services will be charged to the Customer at the Company's current rates, in addition to the standard monitoring fee.
- e. The Customer is responsible for ensuring that the Company's records of written instructions remain current and accurate. The Company is entitled to rely on its records as conclusive evidence of the Customer's instructions.
- f. Once the Company has actioned the alarm in accordance with the Customer's instructions or, if applicable, acted reasonably in the absence of instructions, its responsibility for that alarm event is discharged.
- g. Records of Service: The Company maintains monitoring logs, patrol records, guard logs, call recordings, and other relevant records relating to the provision of services. Such records shall be deemed conclusive evidence of the services performed. Copies of records may be provided to the Customer upon reasonable written request, subject to the Company's applicable administration fees (if any).
- h. Customer Instructions: In the absence of current written instructions from the Customer, the Company may act at its discretion. The Customer agrees that the Company will not be liable for any loss, damage, or claim arising from the escalation pathway chosen in such circumstances.
- i. All guard or patrol attendances arranged as part of an alarm response or escalation will be charged in full, even if the alarm is subsequently found to be false, unless caused by the Company's negligence.
- j. Electronic Records: The Company may use electronic guard tracking logs, GPS reports, or equivalent electronic systems as conclusive proof of attendance or service delivery.

- k. Emergency Services Penalties: The Company is not liable for any penalties, fines, or charges imposed by emergency services arising from false alarms, except where directly caused by the Company's negligence.
- l. Data Retention and Privacy: The Company will retain monitoring logs, patrol reports, and related service records for a minimum of [insert period, e.g. 12 months or 2 years]. Personal information collected in the course of providing services will be handled in accordance with the Privacy Act 1988 (Cth) and other applicable privacy laws.

9. Refunds and Credits

- a. ACL Rights: Nothing in this Agreement limits or excludes the Customer's rights under the Australian Consumer Law (ACL). Where the ACL applies, the Customer may be entitled to a repair, replacement, or refund if the goods or services are defective.
- b. Non-Refundable Payments: Service fees, installation charges, monitoring fees, patrol attendances, and guard deployments are non-refundable once the service has been delivered or made available.
- c. Change of Mind: The Company is not required to provide a refund or credit where the Customer changes their mind, fails to follow proper use of the Security System, or fails to maintain required utilities (power, internet, or telephone).
- d. Proof of Service: The Company maintains monitoring logs, patrol reports, guard logs, call recordings, and other records relating to the provision of services. These records shall be deemed conclusive proof of service delivery. Copies may be provided to the Customer upon reasonable written request, subject to any applicable administration fees.
- e. Pro-Rata Credits: Where the Company agrees (at its discretion) to issue a credit for prepaid services that are no longer required, the credit will be calculated on a pro-rata basis less any administration fees and costs already incurred by the Company.
- f. Early Termination: If the Customer terminates this Agreement before the end of the term, no refunds will be issued for amounts already paid. Any credits or discounts previously applied may be reversed, and early termination fees under Clause 4(e) will apply.
- g. Custom or Ordered Products: Goods that are custom-built, specifically ordered, or manufactured to the Customer's requirements are not subject to cancellation, credit, or refund once ordered, except as required by the ACL. Where the Company accepts cancellation, restocking fees will be passed on to the Customer.
- h. No refunds or credits apply to patrol or guard attendances once dispatched, regardless of whether entry is gained or the service is utilised, except as required by the ACL.

10. Confidentiality and Intellectual Property

- a. All reports, monitoring records, patrol logs, configurations, and related documentation remain the property of the Company.
- b. The Customer must treat as confidential all operational, security, and business information received from the Company, and must not disclose it to third parties without the Company's prior written consent, except as required by law.

11. Dispute Resolution

- a. Good Faith Discussions: If a dispute arises out of or in connection with this Agreement, the parties must first attempt to resolve the matter in good faith through direct discussions between their nominated representatives.
- b. Escalation: If the dispute cannot be resolved within 14 days, either party may refer the dispute to senior management of both parties for further negotiations.
- c. Mediation: If the dispute remains unresolved after escalation, either party may request that the dispute be submitted to mediation administered by the Resolution Institute (or similar independent body) in Australia. The mediator may determine the allocation of mediation costs, including requiring the defaulting party to bear all costs.
- d. Court Proceedings: Neither party may commence court proceedings (other than for urgent interlocutory relief or recovery of unpaid invoices) until the procedures set out above have been followed.

12. Governing Law

- a. This Agreement is governed by the laws of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia, and of any courts that may hear appeals from those courts.

13. Force Majeure

- a. Neither party is liable for any failure or delay in performance of its obligations under this Agreement (other than payment obligations) where such failure or delay results from events beyond that party's reasonable control, including but not limited to natural disasters, fire, flood, pandemic, industrial disputes, cyber-attacks, telecommunications or utility failures, government actions, or civil unrest.
- b. The affected party must promptly notify the other party of the event and use reasonable endeavours to mitigate its effects.
- c. If a Force Majeure event continues for more than 60 consecutive days, either party may terminate this Agreement by written notice, without liability other than for amounts due up to the date of termination.