

**Advanced Security Group T/A Advanced Inland Security Pty Ltd / Advanced Coast Security / Gecko Security – Terms & Conditions of Trade**

- PART I – GENERAL TERMS AND CONDITIONS**
- 1. Definitions**
- 1.1 "ASG" shall mean Advanced Security Group T/A Advanced Inland Security Pty Ltd, Advanced Coast Security & Gecko Security its successors and assigns or any person acting on behalf of and with the authority of ASG T/A Advanced Inland Security Pty Limited, Advanced Coast Security & Gecko Security.
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by ASG to the Customer.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Products" shall mean all Products supplied by ASG to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by ASG to the Customer.
- 1.5 "Equipment" shall mean all Equipment supplied on hire by ASG to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and is as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by ASG to the Customer.
- 1.6 "Services" shall mean all Services supplied by ASG to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Products as defined above).
- 1.7 "Extra Work" means work authorised by the Customer and carried out by ASG for which an extra charge is payable at ASG's normal rates in addition to work accepted by the customer in a written quotation (Extra Work includes service work undertaken on a 'do and charge' basis and is not necessarily specified as exclusions in any quotation).
- 1.8 "Price" shall mean the Price payable for the Products as agreed between ASG and the Customer in accordance with clause 4 of the Terms and Conditions.
- 2. Acceptance**
- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Products.
- 2.2 These terms and conditions may only be amended with ASG's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and ASG.
- 2.3 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on ASG's website. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.
- 3. Change in Control**
- 3.1 The Customer shall give ASG not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by ASG as a result of the Customer's failure to comply with this clause.
- 4. Price and Payment**
- 4.1 At ASG's sole discretion the Price shall be either:  
(a) as indicated on any invoice provided by ASG to the Customer; or  
(b) ASG's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 ASG reserves the right to change the Price in the event of a variation to ASG's quotation. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of Extra Work required due to unforeseeable problems with the site which are only revealed when undertaking the Services such as any existing cabling which does not comply with Australian Standards and causes the new installation to be non-compliant, or as a result of increases to ASG in the cost of materials and labour) will be detailed in writing and charged for on the basis of ASG's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At ASG's sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Products being of the essence, the Price will be payable by the Customer on the date/s determined by ASG, which may be:  
(a) on delivery of the Products and/or completion of the Services;  
(b) the date specified on any invoice or other form as being the date for payment; or  
(c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by ASG.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card.
- 4.6 Unless otherwise stated the Price includes GST. In addition to the Price the Customer must pay to ASG an amount equal to any GST ASG must pay for any supply by ASG under this or any other agreement for the sale of the Products. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer 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.
- 4.7 In the event that a Customer's account falls into arrears, ASG reserves the right to suspend or terminate the monitoring of the Customer's alarm system after giving the Customer five (5) working days notice in writing.
- 5. Delivery and Installation**
- 5.1 Delivery ("Delivery") of the Products is taken to occur at the time that:  
(a) the Customer or the Customer's nominated carrier takes possession of the Products at ASG's address; or  
(b) ASG (or ASG's nominated carrier) delivers the Products to the Customer's nominated address even if the Customer is not present at the address.
- 5.2 At ASG's sole discretion the costs of Delivery are included in the Price.
- 5.3 The Customer shall provide clear and reasonable access to the premises on the agreed date work is to be undertaken. Delays to ASG's technical staff waiting for access and/or clearing of obstacles, or other Customer causes, may result in additional fees to be added to the Price.
- 5.4 The Customer shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Products as arranged then ASG shall be entitled to charge a reasonable fee for redelivery.
- 5.5 Delivery of the Products to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 5.6 Any time or date given by ASG to the Customer is an estimate only. The Customer must still accept delivery of the Products even if late and ASG will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.
- 5.7 The Customer shall provide, at the Customer's cost, mains power connection so as to enable installation and/or service work to be undertaken at the premises.
- 5.8 Any telecommunications connection required for the installation and/or maintenance of a security system will be arranged and paid for by the Customer unless otherwise agreed in writing.
- 5.9 Repairs and replacement parts are Extra Work except in the event that such work is completed under warranty as agreed by ASG.
- 5.10 System Maintenance is Extra Work unless otherwise agreed by ASG in writing.
- 6. Risk**
- 6.1 If ASG retains ownership of the Products nonetheless, all risk for the Products passes to the Customer on delivery.
- 6.2 If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Customer, ASG is entitled to receive all insurance proceeds payable for the Products. The production of these terms and conditions by ASG is sufficient evidence of ASG's rights to receive the insurance proceeds without the need for any person dealing with ASG to make further enquiries.
- 6.3 The Customer accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises:  
(a) are for monitoring and detection purposes and should not be seen as a life saving device; and  
(b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter.
- 6.4 It shall be the Customer's responsibility:  
(a) to ensure the security system equipment is tested and maintained to full operational condition; and  
(b) for all phone calls emanating from the security system panel; and  
(c) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system.
- 6.5 The Customer acknowledges that in the event asbestos or any other toxic substances are discovered during the installation that it is the Customer's responsibility to ensure the safe removal of the same. The Customer further agrees to indemnify ASG against any costs incurred by ASG as a consequence of such discovery. Under no circumstances will ASG handle removal of any asbestos product.
- 7. Access**
- 7.1 The Customer shall ensure that ASG has clear and free access to the work site at all times to enable them to undertake the works. ASG shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of ASG.
- 8. Underground Locations**
- 8.1 Prior to ASG commencing any work the Customer must advise ASG of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Customer 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 site.
- 8.2 Whilst ASG will take all care to avoid damage to any underground services the Customer agrees to indemnify ASG 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 8.1.
- 9. Title**
- 9.1 ASG and the Customer agree that ownership of the Products shall not pass until:  
(a) the Customer has paid ASG all amounts owing for the particular Products; and  
(b) the Customer has met all other obligations due by the Customer to ASG in respect of all contracts between ASG and the Customer.
- 9.2 Receipt by ASG 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 and until then ASG's ownership or rights in respect of the Products shall continue.
- 9.3 It is further agreed that:  
(a) where practicable the Products shall be kept separate and identifiable until ASG shall have received payment and all other obligations of the Customer are met; and  
(b) until such time as ownership of the Products shall pass from ASG to the Customer ASG may give notice in writing to the Customer to return the Products or any of them to ASG. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Products shall cease; and  
(c) ASG shall have the right of stopping the Products in transit whether or not delivery has been made; and  
(d) if the Customer fails to return the Products to ASG then ASG or ASG's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Products are situated and take possession of the Products.
- 10. Personal Property Securities Act 2009 ("PPSA")**
- 10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 10.2 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 Products/Equipment that has previously been supplied and that will be supplied in the future by ASG to the Client.
- 10.3 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 ASG 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 10.3(a)(i) or 10.3(a)(ii);  
(b) indemnify, and upon demand reimburse, ASG 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 Products/Equipment charged thereby;  
(c) not register a financing change statement in respect of a security interest without the prior written consent of ASG;  
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Products/Equipment in favour of a third party without the prior written consent of ASG;
- (e) immediately advise ASG of any material change in its business practices of selling Products which would result in a change in the nature of proceeds derived from such sales.
- 10.4 ASG 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.
- 10.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7 Unless otherwise agreed to in writing by ASG, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8 The Client must unconditionally ratify any actions taken by ASG under clauses 10.3 to 10.5.
- 10.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.
- 11. Security and Charge**
- 11.1 In consideration of ASG agreeing to supply the Products, the Customer 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 Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Customer indemnifies ASG from and against all ASG's costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising ASG's rights under this clause.
- 11.3 The Customer irrevocably appoints ASG and each director of ASG as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10.1 including, but not limited to, signing any document on the Customer's behalf.
- 12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 12.1 The Customer must inspect the Products on delivery and must within five (5) days of delivery notify ASG in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Products as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow ASG to inspect the Products.
- 12.2 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).
- 12.3 ASG acknowledge that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 12.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, ASG makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Products. ASG's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 12.5 If the Customer is a consumer within the meaning of the CCA, ASG's liability is limited to the extent permitted by section 64A of Schedule 2.
- 12.6 If ASG is required to replace the Products under this clause or the CCA, but is unable to do so, ASG may refund any money the Customer has paid for the Products.
- 12.7 If the Customer is not a consumer within the meaning of the CCA, ASG's liability for any defect or damage in the Products is:  
(a) limited to the value of any express warranty or warranty card provided to the Customer by ASG at ASG's sole discretion;  
(b) limited to any warranty to which ASG is entitled, if ASG did not manufacture the Products;  
(c) otherwise negated absolutely.
- 12.8 Subject to this clause 10.1, returns will only be accepted provided that:  
(a) the Customer has complied with the provisions of clause 10; and  
(b) ASG has agreed that the Products are defective; and  
(c) the Products are returned within a reasonable time at the Customer's cost (if that cost is not significant); and  
(d) the Products are returned in as close a condition to that in which they were delivered as is possible.
- 12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, ASG 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 Customer failing to properly maintain or store any Products;  
(b) the Customer using the Products for any purpose other than that for which they were designed;  
(c) the Customer continuing the use of any Products after any defect became apparent or should have become apparent to a reasonably prudent operator or user;  
(d) the Customer failing to follow any instructions or guidelines provided by ASG;  
(e) fair wear and tear, any accident, or act of God.
- 12.10 Notwithstanding anything contained in this clause if ASG is required by a law to accept a return then ASG will only accept a return on the conditions imposed by that law.
- 13. Default and Consequences of Default**
- 13.1 If the Customer owes ASG any money the Customer shall indemnify ASG from and against all costs and disbursements incurred by ASG in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, ASG's collection agency costs, and bank dishonour fees).
- 13.2 Without prejudice to any other remedies ASG may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions ASG may suspend or terminate the supply of Products to the Customer. ASG will not be liable to the Customer for any loss or damage the Customer suffers because ASG has exercised its rights under this clause.
- 13.3 Without prejudice to ASG's other remedies at law ASG shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to ASG shall, whether or not due for payment, become immediately payable if:  
(a) any money payable to ASG becomes overdue, or in ASG's opinion the Customer will be unable to make a payment when it falls due;  
(b) the Customer 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  
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

14. **Cancellation**
- 14.1 ASG may cancel delivery of Products at any time before the Products are delivered by giving written notice to the Customer. On giving such notice ASG shall repay to the Customer any sums paid in respect of the Price. ASG shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 In the event that the Customer cancels delivery of Services (Products) the Customer agrees to notify ASG in writing or via telephone request subject to voice recording and accepts that the Customer shall be liable for any loss incurred by ASG (including, but not limited to, any loss of profits) up to the time of cancellation plus a one-off cancellation fee of not less than twenty-five dollars (25.00 incl GST).
15. **Privacy Act 1988**
- 15.1 The Customer agrees for ASG to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by ASG.
- 15.2 The Customer agrees that ASG may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- to assess an application by the Customer; and/or
  - to notify other credit providers of a default by the Customer; and/or
  - to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
  - to assess the creditworthiness of the Customer.
- The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 15.3 The Customer consents to ASG being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 15.4 The Customer agrees that personal credit information provided may be used and retained by ASG for the following purposes (and for other purposes as shall be agreed between the Customer and ASG or required by law from time to time):
- the provision of Products; and/or
  - the marketing of Products by ASG, its agents or distributors; and/or
  - analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Products; and/or
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
  - enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Products.
- 15.5 ASG may give information about the Customer to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Customer;
  - allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 15.6 The information given to the credit reporting agency may include:
- personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - details concerning the Customer's application for credit or commercial credit and the amount requested;
  - advice that ASG is a current credit provider to the Customer;
  - advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - information that, in the opinion of ASG, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
  - advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - that credit provided to the Customer by ASG has been paid or otherwise discharged.
16. **Building and Construction Industry Security of Payments Act 1999**
- 16.1 At ASG's sole discretion, if there are any disputes or claims for unpaid Products and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
- 16.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
17. **General**
- 17.1 The failure by ASG to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect ASG'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.
- 17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which ASG has its principal place of business, and are subject to the jurisdiction of the Tamworth Court in New South Wales.
- 17.3 Subject to clause 12 ASG shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by ASG of these terms and conditions (alternatively ASG's liability shall be limited to damages which under no circumstances shall exceed the Price of the Products).
- 17.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by ASG nor to withhold payment of any invoice because part of that invoice is in dispute.
- 17.5 ASG may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 17.6 The Customer agrees that ASG may amend these terms and conditions at any time. If ASG makes a change to these terms and conditions, then that change will take effect from the date on which ASG notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for ASG to provide Products to the Customer.
- 17.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 17.8 The Customer warrants that it has the power to engage ASG's services and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that such engagement creates binding and valid legal obligations on it.
- PART II – MONITORING, PATROL AND ALARM SERVICES - TERMS AND CONDITIONS**
18. **Definitions**
- 18.1 "Monitoring Services" shall mean around-the-clock monitoring of the security alarm system for alarm signals and, if selected by the Customer, opening and closing signals and/or other security services.
- 18.2 "Client Information Sheet" shall include the Customer's written instructions to ASG detailing response procedures and the Customer's voice codes and/or passwords.
- 18.3 "Fee" shall mean the Fee payable for the Monitoring Services as agreed between ASG and the Customer in accordance with clause 19 of this contract.
19. **Price and Payment**
- 19.1 At ASG's sole discretion the Price shall be as indicated to the Customer in the quotation (subject to clause 19.2) in respect of Monitoring Services supplied.
- 19.2 ASG reserves the right to increase the Fee at any time, provided the Customer receives one (1) month's prior written notice.
- 19.3 At ASG's sole discretion and unless otherwise agreed by ASG, payment for Monitoring Services shall be billed quarterly and payment shall be due as per clause 19.5.
- 19.4 Alarm responses are Extra Work and charged at ASG's normal rate, subject to Clause 24.
- 19.5 Time for payment for the Monitoring Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 19.6 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed between the Customer and ASG.
- 19.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
20. **Provision of Patrol Services**
- 20.1 The Customer acknowledges that ASG patrol services are shared with other Customers. 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 ASG inability to complete agreed patrols for more than ten (10%) of the agreed contract. Service will be notified to the Customer and adjustments will be negotiated to patrol services and/or credits/refunds given for the undelivered Services exceeding ten percent (10%).
- 20.2 The Customer will inform ASG if there are any changes to the site being patrolled if these changes have the potential to restrict the provision of the patrol Services or cause any harm to the Patrol Officers.
21. **Access**
- 21.1 The Customer shall ensure that ASG has clear and free access to the designated area for monitoring at all times to enable ASG to carry out the prescribed Monitoring Services. The Customer agrees to ensure that the premises shall at all times be a safe working environment and (without limitation) shall not contain asbestos or any other such similar hazard of any infectious or building disease.
- 21.2 The Customer shall advise ASG in the event of any changed circumstances, or planned changes, to the premises which might affect ASG's ability to provide Services in a safe manner.
22. **ASG's Responsibilities**
- 22.1 ASG agrees to use due care and skill to provide the Monitoring Services for alarm signals and/or other recurring services selected by the Customer.
- 22.2 ASG shall action alarm signals emanating from the alarm in accordance with the documented client instructions and ASG's Standard Operating Procedures.
- 22.3 Whilst ASG shall endeavour to provide a timely response to actionable alarm signals, no warranty is given by ASG that patrol response will be available at any time, if at all. ASG shall not be liable for any loss or damage the Customer may suffer in connection with any response or the absence of any alarm response.
- 22.4 Whilst ASG uses due care when contacting and advising emergency services, they cannot guarantee prompt response times or attendance of such services.
23. **Customer's Responsibilities**
- 23.1 The Customer shall immediately advise ASG, in writing, in the event of any changes to their contact details or alarm response requirements.
- 23.2 The Customer shall, at their own cost, maintain the alarm 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 ASG to provide the Monitoring Services and to action alarm signals, are conditional upon the alarm being operational, in accordance with the manufacturer's requirements, and to the satisfaction of ASG.
- 23.3 The Customer shall supply at the Customer's expense keys, swipe cards, alarm codes, electronic access controls to the site, to ASG to enable ASG to carry out alarm responses and/or patrols. ASG's liability for loss or damage of the Customer's keys, swipe cards etc are limited to the costs of obtaining a replacement or \$5,000 whichever is the lesser.
- 23.4 In the event that the Customer does not claim their keys, swipe cards, alarm codes, electronic access controls within thirty (30) days of the termination or expiration of the Monitoring Service, ASG shall destroy them.
- 23.5 The Customer shall ensure that all voice codes, passwords, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the alarmed premises.
- 23.6 The Customer cannot transfer, or attempt to transfer, the right to receive the Monitoring Services or any other right to any other party.
- 23.7 Upon termination of the monitoring services, it is the Customer's responsibility to ensure that an alternative service is arranged, if required, and the panel is deprogrammed to stop reporting to ASG.
- 23.8 ASG will be responsible for any communication costs post cancellation.
- 23.9 Any signals received after the termination of the monitoring service will not be acted upon by ASG.
- 23.10 The Customer agrees that any costs associated with the delivery of services by the Police, Ambulance, Fire or other emergency services to the Customer's monitored premises shall be met by the Customer.
24. **Monitoring Service**
- 24.1 The Monitoring Service provided by ASG shall consist of monitoring all signals received at ASG's Monitoring Station from the alarm system designated in the Client Information Sheet hereto.
- 24.2 ASG 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 Customer's instructions.
- 24.3 ASG shall endeavour to action the following alarm system signals generally as described below or as otherwise agreed or interpreted:
- duress / panic – ASG shall call the monitored site, as required by the New South Wales Police Force (NSWPF) first to verify the event. If deemed necessary ASG shall contact and advise the NSWPF; and
  - hold up – ASG shall notify the NSWPF, and make a follow up call to the monitored site after thirty (30) minutes (this clause assumes that the Customer's premises comply with NSWPF's protocols for hold up alarms); and
  - fire / smoke – ASG shall call the site to verify event, if no answer ASG will advise Fire Department and contacts (ASG will dispatch guard if no contacts are available and keys are held); and
  - medical – ASG shall call the site to verify event, if no answer ASG will advise Ambulance Service and contacts (ASG will dispatch guard if no contacts are available and keys are held); and
  - system events – ASG shall contact the Customer and contacts and shall advise service department if necessary (this type of event is not necessarily actioned immediately).
- 24.4 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 ASG to arrange for a security guard to attend and remain on the premises as an agent if necessary, if ASG considers it necessary until the Customer is contacted and ASG is given instructions. Alternatively, ASG is authorised to arrange temporary work to secure the premises with the customer agreeing to pay for such work as per Clause 24.5.
- 24.5 The Customer accepts and acknowledges that in the event ASG acts as an Agent on behalf of the Customer with a third party, (including but not limited to locksmiths and/or glaziers) the Customer 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 ASG in their obligations for payment as Agents acting on behalf of the Customer to third parties.
- 24.6 If the Customer 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.
- 24.7 The Customer acknowledges that independent contractors, where available, may provide patrol response. Accordingly, patrol response fees may vary from area to area and over time. The Customer agrees to pay or reimburse ASG for patrol response fees, which may include an administration fee. ASG shall advise the Customer of applicable patrol response fees upon request by the Customer.
- 24.8 ASG may be unable to monitor the system in the event of a communication failure between the alarm panel in the Customer's premises and the monitoring centre. Failures of this nature may be malicious or otherwise. The Customer acknowledges that ASG's obligation to action alarm events is suspended at any time the communications link is disrupted between the Customer's premises and ASG's monitoring room.
25. **Title To Equipment**
- 25.1 Rented Equipment is and will at all times remain the absolute property of ASG.
- 25.2 If the Customer fails to return the Equipment to ASG when required then ASG or ASG's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated as the invitee of the Customer and take possession of the Equipment, without being responsible for any damage thereby caused.
- 25.3 The Customer is not authorised to pledge ASG's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.
- 25.4 Rental Agreements for Medical Alarms are to be read in conjunction with these Terms & Conditions
26. **Customer's Acknowledgements**
- 26.1 The Customer acknowledges that the provision of Monitoring Services may not prevent unlawful entry to the designated site occurring and accordingly the Customer accepts that loss or damage to property and death or injury to persons may occur even though ASG's obligations under this agreement have been satisfied.
- 26.2 Unless stated otherwise in this agreement the supply of performance records, history or other reports shall only be issued direct to the Customer.
- 26.3 The Customer accepts and acknowledges that ASG during the course of the Monitoring Service:
- telephone conversations shall be recorded between ASG and the Customer and the Customer hereby authorises ASG to implement this procedure; and
  - ASG's employees shall not be required to carry out any duties of an illegal or strike breaking nature; and
  - ASG is not an insurer of the premises and it is advisable for the Customer 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
  - the Products and Equipment relating to security of premises are deterrents only and ASG does not represent that the Products and Equipment will protect the Customer against theft, burglary and house breaking; and
  - the Products and Equipment relating to fire are fire detection Products and Equipment only and ASG does not represent that the Products and Equipment will protect the Customer or his property against fire. The Products and Equipment relating to medical alarms is for notification purposes only and does not represent that the Products and Equipment will protect the Customer from a medical emergency.
27. **Limitation of Liability**
- 27.1 The Customer hereby disclaims any right to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by ASG and the Customer acknowledges that the Equipment or Product is hired or bought relying solely upon the Customer's skill and judgment.
- 27.2 Insofar as the Customer, notwithstanding provisions of this clause, may have any claim for damages against ASG, its servants or agents either in contract or in tort and whether arising from negligence or otherwise (it being the intention of this clause that no such damages may be recovered) the same shall be limited to an amount equal to the sum of three months fees actually paid by the Customer in respect of that portion of the particular Services or Equipment which gave rise to such claim.