

MONITORING TERMS AND CONDITIONS

1.0 GENERAL

"The Company" trading as Australian Wholesale Security Services, "The Client" means the person(s), firm(s), or company to whom or which this Agreement is addressed, "Equipment" or "Services" means the Equipment or Services the subject of this Agreement.

2.0 LIABILITY

The Company shall not be liable to the Client for any loss or damage suffered by the Client howsoever caused relating to the operation of equipment and/or its correct operation.

3.0 EQUIPMENT AND COMMUNICATION NETWORKS

The Client acknowledges that the Equipment has been selected by the Client from the range of products offered to the Client in accordance with the Client's stated requirements to the Company as to the cost and the Client's assessment of the degree of risk of unlawful entry, theft and smoke detection in the light of the nature of the Client's premises and the contents thereof. The Client further acknowledges that:

- a) the Company is not an insurer and that any insurance against fire, theft, damage, injury or any other cause must be obtained by the Client at its own cost.
- b) the costs and fees payable by the Client are based solely on the value of the Equipment and the Installation Services provided and are unrelated to the value of the Client's property or the property of others located in the Client's premises.
- c) the Company does not represent that the Equipment, the Company's Central Monitoring Station Equipment or the connecting telephone lines may not be circumvented or will in all cases carry out the function for which they are designed.
- d) no representation is made and any term or obligation which may be implied that the Equipment, the Company's Central Monitoring Station or any connecting line or lines will remain in working order or proper working or will operate properly or fit or suitable for any purpose or is of any particular quality or complies with any standard.
- e) no representations made or is implied that any act, matter or thing to be performed or done by the Company shall be performed in any particular manner or in accordance with any standard or system or with due care or skill or without negligence and any implied obligation or term to do so is hereby expressly excluded.

4.0 MONITORING SERVICES

The following Monitoring Services are offered to the Client:

4.1 Standards Monitoring

The response in the event of an alarm condition occurring is to notify the nominated After Hours contact and request further instructions.

4.2 Monitoring and Optional Response

The response in the event of an alarm condition occurring is to advise the nominated After Hours contact on all occasions, to seek confirmation regarding the dispatch of Security Patrol Officer and to notify the Police or other relevant authority. If the Company is unable to contact any of the nominated After Hours contacts, a Security Patrol Officer will be dispatched to the premises and the attendance will be at the Client's expense. To enable this service to be carried out properly, the Company requires two (2) sets of premises and alarm panel keys.

4.3 Monitoring and Mobile Response

The response in the event of an alarm condition occurring is to dispatch the Security Patrol Officer and if necessary notify the Police with the nominated After Hours contact being advised only following the detection of a break and entry, where the security offered by the alarm system has been reduced or After Hours representation has been requested by the Police. To enable this service to be carried out properly, the Company requires two (2) sets of premises and alarm panel keys.

4.4 Securitel - Alarm Transmission Network

The service utilizes the Telstra Security Alarm transmission network. Securitel is a duplicated system which uses dedicated data links and computer to provide the greatest possible security and reliability, Upon receipt of any alarm condition signal the Company's Central Monitoring Station operators will notify the nominated After Hours contact.

4.5 Opening and Closing Time Monitoring

This provides for monitoring of the opening and closing times, and the restriction of entry during the night window period. The standard response should premises not be switched to night seal on time, is to contact the premises and seek authorisation for an extension to the day seal period. Should there be no response at the premises; the nominated After Hours contact will be advised. A Security Patrol Officer, if the Company has keys to the premises, can for an additional charge, seal the premises if requested. If an authorised key holder enters the premises during the night seal period:

- a. the Company shall take no action; or
- b. the Company shall phone the nominated After Hours contact.

If premises are opened at irregular times this service cannot be provided.

4.6 Mobile Patrol Service

This provides for a minimum of one visit to the Client's premises per night or as agreed with the Client on signing of this Agreement. The Security Patrol Officer shall check all accessible entries to the Client's property under this Agreement and ensure that all night seals are in place. Should the Security Patrol Officer find any night seals or access entries out of order, the Central Monitoring Station shall be notified immediately. The Central Monitoring Station shall contact the nominated After Hours contact and seek further instructions. In the event where the nominated After Hours contact(s) cannot be reached for whatever reason, the Client hereby authorises the Company to secure the Client's premises in such a manner to ensure the best security under the circumstances. Additional cost associated with securing the premises in all cases shall be borne by the Client.

5.0 CONTRACT PERIOD

The Monitoring Service(s) specified by the Client shall commence from the date of this Agreement or from the date of connection of the equipment to the Central Monitoring Station and continue, subject to the conditions stated in this Agreement for the period of three (3) years from that date. Unless the Client gives notice to the Company, at least three (3) months before the end of the terms, the Service(s) shall continue to be provided until either party gives the other a written Notice of Cancellation. The Whole 3 years monitoring fee becomes payable immediately, if the Client cancels monitoring services before 3 years, before this Contract can be terminated.

6.0 PAYMENT TERMS

The Client agrees to pay the Company, full half yearly/quarterly charges in advance for the requested Monitoring Service(s). The first payment is to be made on or before the connection of the Client's system to the Central Monitoring Station. All expense associated with the telephone company services/installation are to be settled between the Client and telephone service provider. The Client acknowledges that should the payment for Monitoring Service(s) be in arrears at any time, the Company shall not be bound to perform the Service(s) requested by the Client as outlined in this Agreement.

7.0 EXCLUSIONS

Payments for Standard Monitoring and/or Monitoring and Optional Response do not include the charges for Mobile Patrol service to alarm conditions, or any other charges which may be levied by the government or statutory authority, directly or indirectly as a result of alarm or other conditions generated by the equipment in due course of its operation.

8.0 FEE VARIATION

The charges for Service(s) have been based upon wages, conditions and general costs existing at the date of this Agreement. The Company, reserves the right to increase the rates set out on the front of this Agreement to allow for any increases in operating costs by giving written notice to the Client stating the amount of the increase and the date upon which the increase is to apply.

9.0 TERMINATION OF SERVICE(S) AND SPECIAL CONDITIONS

- 1 a) The Services may immediately be terminated by the Company, without notice if, either the Equipment or the connections to the Client's premises are destroyed or damaged beyond repair for any reason but not limited to fire, explosion, act of god, war (whether declared or not), restraint imposed by a Government Authority, riot, civil commotion or any cause whatsoever beyond the control of the Company; or
- b) at any time the Company, is unable to obtain or retain the necessary rights and privileges required for the transmission of signals between the Client's premises and the Company's Central Monitoring Station;
- c) the Client fails to pay any amount due hereunder within thirty (30) days after the date upon which the amount is due for payment or is in breach of its obligations hereunder.
- d) the Company enters into an arrangement with its creditor's or goes into receivership or liquidation or ceases to carry on business or, if an individual, commits an act of bankruptcy or

takes advantage of a legislation for insolvent debtors, and such termination shall not give rise to any claim by the Client against the Company.

- 2 Upon termination of the Service(s) herein for whatever reason the Company, may enter the premises and remove the equipment owned by the Company.
- 3 Should the Client terminate the Monitoring Services outlined in this Agreement for whatever reason, disconnection of communication with the Central Monitoring Station and removal of the equipment, property of the Company, shall be charged to the Client at the Standard Maintenance rate.
- 4 The Company, reserves the right to terminate the Monitoring Agreement if the Client's electronic security equipment is not maintained and serviced to our minimum quality standards.

10.0 EXTENSIONS AND ALTERATIONS

The Client shall notify the Company, of any proposed structural alteration to the premises and any alterations to the Equipment and its installation which may be necessary shall be carried out by the Company, at the Client's expense and the Monitoring Service(s) charges may be adjusted accordingly. Where the Company, accepts to monitoring for the Client a system supplied and installed by another party, the Equipment installed by the other party will not be covered by the Company's Warranty.

11.0 POLICE ATTENDANCE OF ALARM CONDITION

The Client acknowledges that in the event of an alarm condition/break-in and entry, the Police Officers will not attend unless the key(s) to the affected premises are made available to the Company's Patrol Officers or access to the premises is provided otherwise by the Client. The Client may be fined by the Police in the event of a false alarm where reasonable access to the affected premises is not provided.