

1. DEFINITIONS AND INTERPRETATION

1.1 Unless expressly stated otherwise, the following words have this meaning:

- “Administration Fee”** means an amount added to the recurring charges if the Client requires an invoice to be provided for the recurring services;
- “After Hours Contact”** means the person(s) nominated by the Client who is contactable at the telephone number advised in writing by the Client from time to time;
- “Alarm Signal(s)”** means known (defined) Alarm Signals generated from the Client Premises to the Monitoring Facility.
- “Agreement”** means this Agreement which includes the Terms and the Alarm Monitoring Agreement;
- “Authorised Representative”** means Company General Manager or other Company nominated individual, which shall exclude the Company sales representative or agent;
- “Basic Monitoring”** means monitoring of the emergency Alarm Signals only from the Equipment and actioning those signals as soon as practicable;
- “Business Day”** means a day on which the banks are open for general banking business in each individual State, except Saturday, Sundays and public holidays;
- “Client”** means the person, firm or company named in the Agreement and its successors and permitted assigns;
- “Confidential Information”** means all information in whatever form (whether verbal or recorded on paper or by electronic means) provided to the Client by, or on behalf of, the Company relating to the Agreement or the Company, but excludes information which is or subsequently becomes known or generally available to the public otherwise than in consequence of a breach of this agreement;
- “Emergency Services”** means the fire brigade, police, ambulance or other relevant emergency response service or any other authority designated in writing by the Client;
- “Equipment”** means the individual components of the incidental and ancillary equipment required solely to enable the provision of the Services;
- “False Alarm(s)”** means Alarm Signals generated from the Client Premises which are of an unknown nature or client error;
- “Fee(s)”** means the monthly or quarterly fee specified in the Agreement for the provision of the Services, excluding any taxes, duties or levies payable thereon;
- “GST”** means any value added or consumption tax or similar tax impost or duty on goods and/or services and includes GST defined under A New Tax System (Goods and Services Tax) Act 1999;
- “Interest Rate”** means the National Australia Bank Limited business loan base rate plus a margin of 4%;
- “Medical Duress Alarm Service”** means an alarm dialler unit that connects to a telephone socket and automatically dials the Monitoring Facility for medical assistance when activated by the Client;
- “Monitoring Facility”** means the Monitoring Facility of the Company or a designated entity that is providing the Services;
- “Notice”** means communications by a party to another party permitted or required under the Terms of the Agreement;
- “Security Patrol Response or Security Patrol Response Services”** means dispatching the Client’s nominated Security Patrol Response provider;
- “Premises”** means the Premises listed on the Agreement where the Equipment is installed;
- “Preventative Maintenance”** means two annual system check up. Any repairs or parts required are at an additional cost to the Client;
- “Present Value”** relates to the recurring charges and means the amount payable by the Client at termination as calculated by applying to the remaining Term a discounted rate of 10% per year;
- “Routine Inspection”** means an agreed schedule of inspection (outlined in the Agreement) of the Equipment. Any repairs or parts required are at an additional cost to the Client;
- “Services”** means the Services as set out in the Agreement, plus all incidental and ancillary equipment solely to enable provision of the Services;
- “Supervised Monitoring”** means Basic Monitoring as well as monitoring of exit and entry signals from the Equipment;
- “Telephone Carrier”** means the telecommunication company that provides the network to transmit the alarm system signal(s) from an electronic security system to the Monitoring Facility;
- “Termination Date”** means the date of termination of the Agreement in accordance with clause 3 and is subject to clause 14 of this Agreement;
- “Terms”** means the whole of the Terms and Conditions as contained in the Agreement including the Monitoring Services Schedule;
- “Trade Practices Act”** includes the Trade Practices Act 1974 (Cth), the Fair Trading Act 1999 (Vic) and any Similar legislation.

1.2. Headings are for convenience only and should not be used in the interpretation of these Terms.

2. TERMS

- 2.1 The Terms govern all of the provision of Services and the supply of Equipment ancillary thereto from the Company to the Client.
- 2.2 The Terms contain the whole of the agreement and understanding between the Company and the Client and there are no other conditions, warranties or understandings affecting the arrangements between the parties (except those implied by force of law). No understanding, arrangement or provision not expressly set out in this agreement will bind the parties.
- 2.3 The Company’s sales representative or agent is not authorised to make any additions, alterations or deletions to the Terms without the written consent of the Company’s Compliance Manager. This Agreement is not valid until accepted by an Authorised Representative of the Company.
- 2.4 The Agreement is governed by the law of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria and all courts competent to hear appeals from the courts of Victoria.

3. TERM

- 3.1 The Term begins on Commencement Date listed on recurring invoices, and shall continue until the final date listed.
- 3.2 This Agreement shall renew automatically for successive periods concurrent with Client invoices unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing Term.
- 3.3 Termination of the Agreement shall be in accordance with sub-clauses 3.1 and 3.2 and is subject to clause 14.

4. ACCEPTANCE

- 4.1 The Agreement has been signed by the Client and is approved by the Company then the Agreement is a binding agreement for the supply of the Equipment and/or the provision of the Services on the Terms. Accordingly all correspondence, negotiations and other communications between the parties in relation to the subject matter of this Agreement which precede this agreement are superseded by and merged in it.
- 4.2 The Company reserves the right to review and vary the Terms by notice in writing to the Client from time to time.

5. DELIVERY AND INSTALLATION

- 5.1 Any time for delivery and installation of the Equipment or Monitoring Services stated by the Company by written notice to the Client is an estimate only. Whilst the Company will use all reasonable endeavours to deliver and install the Equipment or Monitoring Services by a requested delivery date, it does not warrant that such delivery or installation date will be met.

6. SECURITY PATROL RESPONSE SERVICES

- 6.1 The Client acknowledges that while the Company dispatches and in some cases invoices the Client for Patrol Response Services, it does not employ or directly provide these services or any other related Security Patrol Response Service except in regions where the Company provides these services directly. The Company dispatches the Client’s nominated Patrol Response company per their instructions, and on-charges the fees as a convenience to the Client. The Client further acknowledges and accepts that the Company makes no warranties or representations with respect to Patrol Response times or performance and agrees to indemnify the Company in accordance with clause 12, with regards to Patrol Response Services.
- 6.2 If the Client elects to have their Patrol Response charges included in their recurring billing (Monitoring Package or otherwise), the Client accepts those services in accordance with clause 6.1.

7. FEES, PAYMENT AND COLLECTION

- 7.1 The Installation Fees are due and payable upon completion unless otherwise agreed in writing between the parties on the Agreement.
- 7.2 Any reasonable charges incurred by the Company directly related to the installation of the Equipment in addition to the Installation Fees will be invoiced to the Client after the Installation Date and will be payable by the Client upon invoice.
- 7.3 Commencing from the Agreement Date, the Client must: (a) pay the monthly or quarterly Fee as specified in the Agreement; and (b) if no method of payment is specified in the Agreement, pay the Fee quarterly, in advance commencing on the first day of each month or quarter, as the case may be, including all taxes and charges and fees by any Telephone Carrier.

7.4 If any Fee and any other costs or Fees payable to the Company (including the costs referred to in subclause 7.6) are not paid by the due date then, in addition and without prejudice to its other rights and remedies, the Company may demand payment of that amount owing to the Company, and charge interest on the amount owing at the Interest Rate from the due date until the date of actual payment.

7.5 All payments by the Client must be made in full and without any deduction or right of set off or counterclaim, unless as agreed in writing by the Company.

7.6 All costs of debt collection (including costs incurred by any debt collection agency appointed by the Company to collect the monies owing), all expenses and legal costs incurred by the Company to enforce or attempt to enforce any of the Terms or to exercise or attempt to exercise any of the Company's rights or remedies under the Terms shall be included in the amounts owing by the Client to the Company from the date they are incurred by the Company.

7.7 The Client acknowledges their responsibility for all Telephone Carrier charges as required to transmit the alarm system signals to the Company.

8. CREDIT CHECK AND CLIENT DEFAULT

8.1 If requested by the Company, the Client will supply without delay all information necessary to check the worthiness of the Client's credit rating, including financials for commercial Clients, if requested.

8.2 If the Company considers it relevant to assessing this application, the Client agrees to the Company obtaining from a credit reporting agency a credit report containing personal information about the Client and/or commercial references for commercial Clients.

8.3 The Client agrees that the Company may give to and seek from only credit providers named in any credit report issued by a Credit Reporting Agency or in this application information, including the Client's credit arrangements. The Client acknowledges and understands that such information may include any information regarding its credit worthiness, credit history or credit capacity that credit providers are allowed to give to or receive from other credit providers under the Privacy Act.

8.4 The Client acknowledges and understands that any default in payment to the Company may affect the Client's credit rating.

9. OWNERSHIP, RISK AND INSURANCE FOR THE EQUIPMENT

9.1 Ownership of the Equipment remains with the Company at all times except where the Client has purchased the Equipment outright, and has made payment in full as per the Agreement. Regardless of ownership, upon delivery of the Equipment to the Client, the Equipment is at the Client's sole risk.

9.2 Where the Equipment is Company Owned, the Client must: (a) ensure that the Equipment is insured with a reputable insurance company approved by the Company, against, amongst other things, fire, accident, theft and damage during the Agreement Term for the market value and full cost of replacement of the Equipment; and (b) provide on the Company's request, evidence satisfactory to the Company of the insurance specified in sub-clause 9.2(a).

9.3 The Client warrants that where the Equipment is Company Owned, it: (a) will not do anything which might prejudice a successful claim against insurance pursuant to this clause; and (b) will cause any monies payable in respect of a successful insurance claim to be paid to the Company; and (c) acknowledges that the Company is not liable for any damage to the Premises arising in the course of removing the Equipment, or any subsequent repairs required to return the Premises to its original state prior to installation at any such time as termination of this Agreement for any cause.

10. ALTERATION TO THE PREMISES

10.1 The Client must notify the Company of any proposed structural alteration to the Premises where the Equipment is installed.

10.2 Subject to sub-clause 10.1, the Company, at the Client's expense must carry out any alteration to the Equipment or to its installation as required due to structural alterations to the Premises.

10.3 The Client acknowledges that alterations to the Premises including structural or the relocation of furniture, fixtures, etc may compromise or minimise the original design or effectiveness of the Equipment. It is the Client's sole responsibility to contact the Company if such alterations have or are planned to take place.

11. ACKNOWLEDGEMENTS, DISCLAIMERS AND CLIENT INSURANCE

11.1 The Client acknowledges that the Equipment has been selected from the range of products sold or used by the Company in the provision of the Services, having regard to the Client's stated requirements to the Company as to: (a) the cost; (b) the Client's assessment of the degree of risk of unlawful entry and theft; and (c) the nature and contents of the Premises.

11.2 It is understood and accepted between the parties that: (a) the Company is not an insurer. The Client must obtain insurance against fire, theft, damage, injury or any other cause at its own cost. The Services provided by the Company are not meant to be a substitute for insurance coverage; (b) the costs and Fees payable by the Client are based solely on the value of the Equipment purchased/installed or the Services provided, and are unrelated to the value of the Client's property or the property of a third party located at the Premises; (c) the Services or Equipment and or the Services provided can not prevent an unlawful entry from occurring on the Premises and, any loss or damage to the Client's property or the death or injury of any person that occurs as a result of unlawful entry is not the responsibility of the Company. The Client agrees to indemnify and hold harmless the Company in respect of any liability arising under this sub-clause; (d) The Company does not represent that the Equipment, the Company's Monitoring Facility or the telecommunication lines connecting the Equipment may not be circumvented or will in all cases carry out the function for which they were designed; (e) except as may be specified in the Agreement, the Equipment relies on a normal, non-secure (PSTN) telephone line and if such line becomes unavailable, is compromised or ceases functioning for any reason, the Equipment will only function as a local (non-monitored) alarm system. The Client acknowledges that it has been made aware of a higher standard of secure line monitoring (Dual Path) by the Company, and unless contracted under this Agreement, have chosen not to upgrade to this enhanced level of protection. (f) no representation has been made or implied as to any acts, matters or things to be performed other than what is specified in the Terms; (g) the Client will obtain whatever permission, permits or licences that may be necessary for the installation, monitoring and/or repair of the Equipment at the Client's sole cost; and (h) the Client acknowledges and accepts that the Company may monitor the Client's alarm system from any of its Monitoring Facilities without notice.

12. COMPANY'S LIMITATION OF LIABILITY AND THIRD PARTY INDEMNITY

12.1 Subject to clause 12.2 the Company will not be liable to the Client or to any other person or third party in respect of any loss or damage arising directly or indirectly (including, without limitation, damages for loss of business, business interruption, loss of business information, loss of goods and/or personal items and/or other indirect or consequential loss) from the performance or non-performance of the Equipment, or its use or mis-use, provision of the Services, power failures, surges, lightning, blown fuses, Patrol Response Services or any breach by the Company of any of its obligations under this Agreement.

12.2 It is acknowledged by the Company and the Client that the Trade Practices Act and other laws imply certain conditions or warranties in certain contracts and also gives parties to those contracts certain other rights against suppliers of goods and services. To the extent that such conditions, warranties or other rights are implied or given by force of law in respect of the Agreement and it is not lawful to exclude or otherwise limit their operation, then such conditions, warranties and other rights shall (but only to the extent required by law) apply to the Agreement and all other conditions, warranties or rights which might be implied are expressly excluded.

12.3 Where Equipment and the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for any breach of a condition or warranty implied in the Trade Practices Act shall be limited to any one or more of the following, at the Company's sole discretion: (a) in respect of Equipment: (i) the cost of having the Equipment repaired; (ii) the cost of obtaining equivalent Equipment; or (iii) the cost of replacing of the Equipment; (b) in respect of the Services: (i) the supplying of the Services again; or (ii) the payment of the cost of having the Services supplied again.

12.4 Subject to sub-clauses 12.2 and 12.3, if the Company is found liable for any loss or damage sustained or suffered by the Client or any other person, whether such loss or damage arises from a breach by the Company of any contractual provision or is due to or arises from any negligence or act of commission or omission on the part of the Company, its employees or agents in any respect or the failure of the Equipment to operate properly, the maximum liability of the Company under this Agreement and at common law is limited to a sum not exceeding: (a) in the case of any claim arising from the Equipment, an amount equal to the purchase price of the Equipment; or (b) with regard to the Services an amount not to exceed three (3) months of the Fees.

12.5 To the maximum amount allowable by law, the Client agrees to indemnify, defend and hold the Company harmless from any claims and actions by any person not a party to this Agreement being claims based on any reason whatsoever, except to the extent such action occurs while an employee or agent of the Company is on the Premises and such loss, damage, expense and liability is solely and directly caused by the said employee or agent.

12.6 Express Warranty - The Equipment will be replaced or repaired by the Company during normal working hours at no cost to the Client for a period of one (1) year from the Installation Date. This obligation shall exclude: (a) damage to the Equipment caused by any person other than a person authorised by the Company to repair or deal with the Equipment; (b) damage to the Equipment caused by the Client or any third party; (c) damage to the equipment caused by power surges, lightning, blown fuses or any forces of nature outside of the Company's control; and (d) replacement of consumables (including system batteries and HDD).

13. EQUIPMENT, REPAIRS AND FALSE ALARMS

13.1 The Client must maintain the Equipment in good order and repair at their expense, unless contracted for under this Agreement.

- 13.2 The repairs to and servicing of the Equipment may only be carried out by the Company or the Company's authorised agent or nominee.
- 13.3 The Client is responsible to carry out necessary repairs or staff training within 14-days of notification by the Company regarding False Alarms generated from the Premises.
- 13.4 All related repair costs associated with False Alarms shall be the responsibility of the Client unless the Client has a contract for Comprehensive Maintenance under this Agreement.
- 13.5 Any Patrol Response charges related to False Alarms shall be the responsibility of the Client;
- 13.6 As per sub-clause 13.3, the Company reserves the right to terminate the Agreement in accordance with clause 14, if the Client fails to carry out the necessary actions required to eliminate False Alarms.
- 13.7 The Company recommends regular testing of the Equipment and the Client acknowledges their responsibility to test its operation at least monthly; this should include testing the transmission of Alarm Signals to the Monitoring Facility.
- 13.8 The effectiveness of the system battery is affected by multiple factors; the Company recommends that it should be tested and/or replaced as a minimum every three (3) years, which shall be at the Clients sole expense.

14. TERMINATION

- 14.1 The Company may immediately terminate the Agreement if: (a) the Client breaches any Terms of this Agreement or any other agreement the Client may have with the Company; or (b) the Client enters into, or threatens to enter into, or is likely to become subject to any form of insolvency, administration, whether formal or informal or threaten to cease or is likely to cease to conduct business carried on in the normal manner, or being a natural person dies or being a partnership, dissolves or resolves to dissolve, or being a corporation becomes an "externally administered body corporate" as defined in the Corporations Law Act, or in the opinion of the Company in its absolute discretion cannot or will not pay its debts as and when they fall due; or (c) the Client vacates the Premises, fails to pay any amount under this Agreement within 10-days after the payment is due, or if there is abuse or misuse of the Equipment; or (d) if in the opinion of the Company in its absolute discretion there are excessive False Alarms by the Client as per sub-clauses 13.3 and 13.6.
- 14.2 On the Termination Date of this Agreement or in accordance with sub-clause 14.1 the Company may pursue one or more of the following remedies (the remedies are cumulative and the exercise of one does not preclude the exercise of any other right): (a) by written notice to the Client declaring the amount owing under the Present Value which shall include any costs referred to in subclauses 14.3 and 14.5 in accordance with subclause 7.5, to be immediately due and payable within 10-days of termination; and (b) by written notice to the Client declaring the amount owing for the Balance of Service; or (c) proceed at law or in equity to enforce performance by the Client of the Terms or recover damages for the breach of this Agreement.
- 14.3 Where there has been a breach or other termination of the Terms or on the Termination Date, and where the Equipment is Company Owned, in addition to sub-clause 14.2: (a) the Client permits the Company to enter the Premises to inspect the Equipment or to remove the Equipment; (b) the Client will indemnify the Company on demand in respect of any costs or liabilities incurred by the Company in exercising its rights under this sub-clause 14.3; (c) the Company is not liable for any damage to the Premises as per sub-clause 9.3(c); and (d) the Client is liable for the Fair Market Value of the Equipment if, in the reasonable opinion of the Company, the Equipment cannot be reasonably removed and remain in a workable and reusable condition.
- 14.4 The Client may terminate this Agreement at any time upon giving 30-days written notice to the Company; by (a) paying the Present Value of the remaining Term of the Agreement within 10-days of their notification of termination; and (b) paying any outstanding Balance of Service within 10-days of their notification of termination; and (c) paying all amounts, if any, payable under subclauses 14.3 and 14.5.
- 14.5 On the Termination Date or where the Agreement is terminated pursuant to either sub-clause 14.1 or sub-clause 14.4 the Client is liable for the cost of disabling any active digital communicator such amount to be paid within 10 days of receipt of notification of the amount.

15. INCREASED FEES

- 15.1 The Company may increase the Fees at any time or times after the commencement of this Agreement provided that the Company has provided 14-days written notice to the Client.
- 15.2 The Client must notify the Company in writing within 14-days of a Fee increase notice indicating any objection to such increase, failing which the Client shall be deemed to have agreed to such increase.
- 15.3 Where the Client objects to any increase in the Fees, the Company may elect to either: (a) continue this Agreement, without any notice to the Client, on the same Terms in effect immediately prior to the notice provided under sub-clause 15.1; or (b) terminate the Agreement on 30-days written notice to the Client in accordance to subclauses 14.2 and 14.3.
- 15.4 The Client may terminate this Agreement in the event of an increase by: (a) providing written notice to the Company within 30-days of the increase notice; and (i) paying the Present Value of the remaining Term of the Agreement at the amount in effect immediately prior to the notice provided under sub-clause 15.1, payable within 10-days of their notification of termination; and (ii) paying any outstanding Balance of Service within 10-days of their notification of termination; and (iii) paying all amounts, if any, payable under sub-clauses 14.3 and 14.5.

16. POST TERMINATION

- 16.1 After termination of the Agreement for any reason the Client: (a) must not use or disclose to any person any Confidential Information of the Company; or (b) record any Confidential Information of the Company into any form; or (c) sell or otherwise transfer any Confidential Information of the party; and (d) is responsible for ensuring that any Equipment remaining at the Premise is no longer communicating with the Company. Any cost required to disconnect the Equipment from the Company or other costs relating to Equipment still communicating with the Company (including Telephone Carrier charges billed directly to the Client or disabling any active digital communicator) is the responsibility of the Client.

17. ASSIGNMENT

- 17.1 The Client's rights, interests and obligations under this Agreement are personal to it and may not be assigned, transferred, charged or otherwise dealt with by the Client without the prior written consent of the Company.
- 17.2 The Client acknowledges and agrees that the Company may, without the Client's consent, assign, transfer subcontract or charge all or part of its rights, interests or obligations under this Agreement to any person including, without limitation, any person in which the company has an interest whether by way of ownership or control, and that no such assignment, transfer or charge prevents the Company from exercising any rights or claiming the benefit of any exclusions, limitations, indemnities or other protections under this Agreement.

18. SERVICE OF PROCESS

A party may by Notice to the other party specify an address for the service of process. Otherwise both parties agree that any process to be served on it in respect of any matter arising out of the Agreement may be served by delivery to its registered office or usual residential address.

19. SEVERANCE

If any of these Terms are held to be invalid, void or illegal, the enforceability of the remaining Terms shall not be affected, prejudiced or impaired.

20. STAMP DUTY

The Client must bear and is responsible for all stamp duty on or in respect of this agreement and any instrument or transaction contemplated by this Agreement.

21. REFERRAL FEE

The Client acknowledges that on entering into the Agreement, the Company may pay a commission or referral fee to a third party in consideration for any referral or introduction of the Client by that third party.

22. PRIVACY

The Company collects the personal information (if any) in this Agreement in order to provide security services and equipment to its Clients. Without this personal information being provided we may be unable to assess credit applications, administer the services or manage the client's account. Some of the personal information collected by the Company may be disclosed to third parties so that we may manage the security services being provided to the Client including Patrol and Guard providers, Security contractors, Banks, Mail houses, and telecommunications providers. You may request access to the personal information that the Company holds about the Client or request a copy of the Company Privacy Policy by contacting Customer Service on 1300 47 47 48 or referring to the Company website on www.basssecurity.com.au

23. GUARANTEE

In consideration of the Company agreeing to supply the Services to the Client, the person(s) signing this Agreement (or others on your behalf) hereby jointly and severally guarantee the payment on demand of all monies which are or shall hereafter become due. This guarantee shall be a continuing guarantee and shall not be affected by the Company giving time or any other indulgence to the Client, nor shall any of the Company's rights to sue the Client be affected hereby.

24. VARIATION

24.1 The Company may vary any provision of these Terms and Conditions at any time or times after the commencement of this Agreement provided the Company has given 14 days written notice to the Client.

24.2 The Client may terminate this Agreement if it does not accept the variation by: (a) providing written notice to the Company within 30 days of the variation notice; and (i) by paying the Present Value of the remaining term of the Agreement at the amount in effect immediately prior to notice provided under sub-clause 2.1, payable within 10 days of its notification of termination; and (ii) paying any outstanding Balance of Service within 10 days of its notification of termination; and (iii) paying all amounts, if any, payable under sub-clauses 14.3 and 14.5.

25. ACKNOWLEDGEMENT

By signing this Agreement, the Client acknowledges and agrees that the Client has read, understood and received the Terms. The Client also acknowledges that the Bass Security Sales Representative or Agents have no authority to vary any provision of the Documents or to agree to any variation.

1. Upon receipt of any type of an Alarm Signal, the Monitoring Facility shall do the following:

a. phone the After Hours Contact unless there is reasonable cause to assume that an emergency condition does not exist (in which case, for the avoidance of doubt, the Monitoring Facility will not contact the After Hours Contact). The Monitoring Facility reserves the right to verify all Alarm Signals by telephone or otherwise before notifying the Emergency Services and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Client;

b. if so instructed dispatch the Client's nominated Patrol Response company;

c. upon receipt of a manual or automatic smoke or fire Alarm Signal, transmit the alarm to the Emergency Services and notify the After Hours Contact if so instructed.

2. The Client acknowledges and agrees that:-

a. The Company, where contact of an After Hours Contact is required, will use all reasonable efforts to contact the After Hours Contact by telephone and once the After Hours contact has been informed, or it is determined that an After Hours Contact cannot be reached, the Monitoring Facility's responsibility will have been fulfilled.

b. Where any heat or smoke detector alarm is connected to the Equipment, the Monitoring Facility will only contact the Emergency Services on behalf of the Client if the Monitoring Facility has telephoned the Premises or, where no one is at the Premises, or if the Company receives verification that the Alarm Signal at the Premises is not a False Alarm.

c. Where a Medical Duress Alarm Service is provided at the Premises, the Monitoring Facility will upon receipt of an Alarm Signal notify the After Hours Contact as soon as practicable and in the event that the After Hours Contact is unable to be notified, will contact the relevant Emergency Services.

d. Any expenses associated with the provision of any Emergency Services including charges or damage caused by the Fire Brigade shall be to the account of the Client.

e. Police will not be contacted unless directed in accordance with the Client's written instructions, or in accordance with State Police service policy.

3. Non-Company Monitoring Facilities: Client acknowledges that if the Alarm Signals transmitted from the Premises are monitored by a Monitoring Facility other than by the Company, the personnel in such Monitoring Facility are not the agents of the Company, nor does the Company assume any responsibility for the manner in which such signals are monitored or the response to such Alarm Signal.

4. a. Telephone Lines: Client acknowledges that they have been offered Dual Path monitoring for the transmission of the Alarm Signals. If a digital communicator is utilised for the purposes of transmitting Alarm Signals from the Premises to the Monitoring Facility, the signals from the Equipment are transmitted over client's regular telephone services to the signal receiving equipment. In the event Client's telephone service is out of order, disconnected, suspended, call blocked or otherwise interrupted, signals from the Equipment will not be received by the Monitoring Facility during any such interruption, and the interruption will not be known to the Monitoring Facility. Accordingly, the Monitoring Facility will not be liable where no signal is received at the Monitoring Facility. The Client further acknowledges and agrees that Alarm Signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility. The Client further acknowledges being advised that digital systems should be connected to an RJ31X or equivalent jack which seizes the telephone lines and prevents other calls from being made while the digital system is activated, and therefore the Client may wish to install the service on a secondary telephone line.

b. Electricity Supply: Client acknowledges that the Equipment relies on a direct supply of electricity and if such supply becomes unavailable the Equipment may cease to operate. Client further acknowledges and agrees that electricity supply is wholly beyond the control of the Company.

5. False Alarms: If a Monitoring Facility or the Emergency Service dispatches an agent to respond to a False Alarm Signal originating from the Premises, where Client intentionally, accidentally or negligently has activated the Alarm Signal, or if the Monitoring Facility makes any repair call caused by the Client's inadvertence or Client negligently has activated the Alarm Signal, or if the Monitoring Facility makes any repair call caused by any other inadvertence or negligence of Client, Client shall, in addition to being responsible for any and all fees and/or fines assessed by the Emergency Service and Security Patrol Response Service fees with respect to such False Alarm Signals, pay to Company the charges for a service call at its then existing rates.

6. Where the Monitoring Facility actions an Alarm Signal, the Client hereby authorises and directs the Monitoring Facility to instruct the relevant Emergency Service, to detain and cause the arrest of every person found in and about the Premises without authorisation and to hold every such person until release by an authorised representative of Client or delivered into police custody. In all such cases, the Client agrees, to the extent permitted by law, to indemnify and hold Company and/or its designee, and/or their respective employees and agents, harmless from and against all liability, costs, damage, or expense (including reasonable legal fees) in consequence of such arrest and/or detention.

7. If instructed by the client, the Company will dispatch the Security Patrol Response, fire brigade, or other emergency services to the clients site. Charges for these services shall be in addition to the recurring charges unless specified under the recurring services to be provided on the Security Services Agreement.

8. The Client is responsible for all Telephone Carrier costs for any signal transmit from the Equipment to the Company during the term of this Agreement, or after its termination.