



## General Terms and Conditions

### CTI Security Services Pty Ltd

Where the Client has requested that the Company provide alarm monitoring (“Monitoring Services”) in accordance with the Monitoring Agreement it is hereby agreed that:

#### 1.0 AGREEMENT PERIOD AND TERMINATION

1.1 Monitoring Services shall commence on the date the Client’s alarm system (“Equipment”) is commissioned through to the Central Monitoring Station and shall continue subject to the Monitoring Agreement for the Initial Period set out in Item 1 of the Schedule and will continue thereafter for successive periods of twelve months, unless terminated by written notice given by either party at least 60 days before the commencement of the next twelve-month period. Termination will only become effective where clause 3.10 has been complied with. Monitoring Fees continue to accrue until such compliance.

#### 2.0 MONITORING

2.1 In the event of an alarm signal being received by the Central Monitoring Station from the Equipment, the Central Monitoring Station will respond in accordance with the Client’s Choice of Monitoring Responses as described in clause 2.5 below.

2.2 Unless already installed, the Client shall be responsible for the cost of an NBN internet connection or any other required communications connection and/or associated equipment required to connect the Equipment to the Central Monitoring Station, and the Client shall pay all charges in connection therewith, or where the Company has incurred costs on the Clients behalf then the Client agrees to reimburse the Company for any such costs.

2.3 The Client acknowledges that in the case of a monitored alarm, the Company does not warrant or represent that the Central Monitoring Station equipment or the NBN internet connection or other communication link between the Client’s Equipment and the Central Monitoring Station will in all cases carry out the functions for which they are designed or that they may not be circumvented.

2.4 Monitoring Fees payable represent the fees for the work carried out by the Central Monitoring Station and are not related to the value of the Equipment or the Client’s premises or the contents of those premises.

2.5 The Client’s choice of monitoring response is set out in Item 2 of the Schedule within the Monitoring Agreement. Monitoring Services responses that are available are:

2.5.1 Standard Response - the Client contact is notified (see clause 2.7 below), along with the police (in the event that the alarm condition complies with applicable police response policy).

2.5.2 Patrol Response - the Central Monitoring Station will despatch a Patrol Guard to the premises and notify the police (in the event that the alarm condition complies with applicable police response policy). The nominated Client contact will only be contacted in the event that the Patrol Guard notifies the Central Monitoring Station of a confirmed break and entry or the premises are otherwise found to be insecure. Such Patrol Guard despatches will be charged to the Client at the standard rates ruling on the day of despatch.

2.5.3 Client Verified Patrol Response - this response is as per the Standard Response with the exception that the Client contact will be asked to confirm the despatch of a Patrol Guard. Where no Client contact can be made, a Patrol Guard will be despatched without express authority. Such Patrol Guard despatches will be charged to the Client at the standard rates ruling on the day of despatch.

2.5.4 Where the Client selects the option of Patrol Response or Client Verified Patrol Response, the Patrol Guard can either be instructed to check the premises both externally or internally, or only externally.

2.5.5 Late to Close Service - where this service has been selected the Central Monitoring Station will notify the Client contact that the Equipment has not been activated by a certain time (details on the times and days for this response are to be forwarded in writing to ARM Security via email [controlroom@armsecurity.com.au](mailto:controlroom@armsecurity.com.au)).

2.5.6 Out of Hours Access Service - where this service has been selected the Central Monitoring Station will notify the Client contact that the Equipment has been disarmed using a valid code outside the nominated hours of normal business operation.

2.6 Securing of Premises - where a Patrol Guard has been sent to premises which are found to be insecure and at risk (e.g. broken window) the Company is hereby authorised to arrange the temporary securing of the property or where such temporary securing is impracticable, the mounting of a Static Guard until such time as the Client or his nominated agent or employee can attend. All associated costs will be charged to the Client at the standard rates ruling on the day.

2.7 Where reference is made to notifying the Client contact, the Central Monitoring Station will telephone the contacts (as nominated from time to time by the Client) in the order nominated, commencing at the first contact listed and progressing down the list until contact is made. It is the Client’s responsibility to ensure that a Client contact is always available when Equipment is activated. Where the Central Monitoring Station has attempted to telephone all Client contacts and has been unable to make contact, the Company and/or the Central Monitoring Station will not continue to attempt to telephone the Client contacts.

2.8 It is the Client’s responsibility to ensure that the list of Client contacts is maintained up to date. Changes to the nominated Client contact details must be authorised by the Client in writing.

### 3.0 GENERAL

3.1 The Company reserves the right to assign or subcontract any or all of the Monitoring Services without prior notification to the Client.

3.2 Where the Client has selected a monitoring response which includes the despatch of a Patrol Guard:

3.2.1 The Central Monitoring Station shall use its best endeavours to despatch the Patrol Guard at the earliest opportunity. The Company and/or the Central Monitoring Station cannot guarantee response times.

3.2.2 Where the Client has requested the Patrol Guard Response to include an internal check of the premises, the Client must provide the Company with three sets of keys. The Client also acknowledges that the Patrol Guard will be issued with an alarm code number so that the alarm can be disarmed on access and re-armed on egress.

3.3 Monitoring Fees are payable in advance in accordance with this Agreement. All other fees are payable within 14 days from the date of invoice.

3.4 The Company may immediately terminate the Monitoring Services without notice where:

3.4.1 The Equipment is destroyed or damaged beyond repair, or

3.4.2 The Client is unable to provide the necessary NBN internet connection (or other transmission method if applicable) to effect the transmission of signals to the Central Monitoring Station, or

3.4.3 Any fees payable for Monitoring Services in terms of this Agreement remain unpaid 14 days after the due payment date.

3.5 This Agreement shall be subject to any implied terms, conditions or warranties imposed by the Australian Consumer Law (ACL) and the Competition and Consumer Act 2010 (CCA) or any other Commonwealth or State legislation insofar as such legislation may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term, condition or warranty.

3.6 If the Equipment and/or Monitoring Services are not the kind ordinarily required for personal, domestic or household use or consumption, the liability of the Company for a breach of a condition or warranty (other than any condition or warranty implied by the Australian Consumer Law (ACL) and the Competition and Consumer Act 2010 (CCA) is limited at the Company's option to:

a) in the case of Equipment, the replacement or repair of goods or

b) in the case of Monitoring Services, the supply of the Monitoring Services again.

3.7 Other than as provided in clause 3.6, the Client shall not under any circumstances have any cause of action against or right to claim or recover from the Company for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by any default or negligence on the part of the Company or any servant, contractor, or agent of the Company relating to the supply of Monitoring Services.

3.8 The Company will not be liable for any delay in the provision of the Monitoring Services due to fire, flood, strike, lock-out, dispute with workmen, inability to obtain materials or services, commotion, war, act of God, bomb threats or any other cause beyond the control of the Company.

3.9 The Company warrants that the fees set out in Item 1 of the Schedule within the Monitoring Agreement will remain fixed for the Initial Period. After the expiry of the Initial Period the Company may vary the fees for Monitoring Services by the giving of at least 90 days' notice.

3.10 In the event that the Client should wish to terminate this Agreement, the Client must provide access for a Company technician to attend and reprogram the alarm to function as a local system and disable the equipment communications programming. The Client shall be responsible for the costs of such visit, and continue paying monitoring fees, until access is given during business hours. In the event that the Client is vacating the premises, charge will not be made for this visit if;

a) the Client executes a new Monitoring Agreement for their new premises, and/or

b) the new occupier of the property executes a new Monitoring Agreement.

3.11 Any expenses, costs or disbursements incurred in recovering outstanding monies from the Client, including debt collection agency fees and legal costs shall be paid forthwith on demand.

3.12 Any fees payable for Monitoring Services, including alarm monitoring, include the Goods and Services Tax but are exclusive of any other government charges that may apply from time to time.