



## Securus Terms and Conditions

### DEFINITIONS

1. "Agreement" means the agreement which is deemed to exist when the Quotation is accepted by the Client in accordance with Clause 2 of these Terms & Conditions.
- "Central Monitoring Station" means the 24-hour control room responsible for the remote monitoring of Alarm Systems, CCTV, Lone Workers and Independent Living devices.
- "Client" means the purchaser of the Equipment and/or Services as named overleaf.
- "Company" means CTI Security Systems Pty Ltd, its staff and agents thereof.
- "Equipment" means the goods and items of equipment detailed in the Quotation excluding any items that may remain the property of the Company in accordance with these Terms & Conditions.
- "Monitoring" means the monitoring noted overleaf and detailed in the Monitoring Agreement.
- "Monitoring Agreement" means the agreement for the provision of Monitoring, a copy of which has been made available to the Client.
- "Quotation" means the quotation for the installation of Equipment and supply of Services as set out overleaf.
- "Quotation Total" means the total price payable by the Client (including GST) as shown overleaf.
- "Services" means all or any of the services provided to the Client as a result of the Agreement and includes installation, monitoring, guard response and maintenance.
- "Site" means the address at which the Services are to be provided.

### QUOTATION AND ACCEPTANCE

2. The Quotation overleaf shall be valid for thirty days from the date it is made. The Quotation may be accepted by signing the "Acceptance of Quotation" clause overleaf at the time of quotation or by the Client notifying the Company in writing or via email, that the Quotation is accepted. Such notification will constitute a valid acceptance of the Quotation and these Terms & Conditions and, if applicable, the terms and conditions of the Monitoring Agreement. Once the Quotation has been accepted, the Agreement becomes binding and costs may be incurred on behalf of the Client which the Company may seek to recover in the event of cancellation.

### RETENTION OF OWNERSHIP AND RISK

3. The Equipment shall remain the property of the Company until such time as payment is received in full. In the event that the Quotation Total is not received in full when due and payable, the Company reserves the right (without serving notice) to retake possession of the Equipment and the Client hereby authorises and allows the Company or its agents or employees to enter the premises in which the Equipment is housed in order to re-claim possession thereof. Making good following the removal of any equipment under such circumstances shall be the responsibility of the Client at the Client's expense.
4. The liability and risk in relation to the Equipment shall pass to the Client upon delivery of the Equipment to the Site or other address as directed by the Client.

### INSTALLATION

5. The Company will endeavour to install the Equipment as soon as possible following the acceptance of the Quotation subject to the availability of parts and labour.
6. The Company shall not be liable for any loss or damage caused by any delay, inability or failure to deliver or install the Equipment.
7. The Client is responsible for ensuring that work may commence on the appointed day and time and that the Company has free and unhindered access to the Site, and that any obstructions that may hinder installation are removed. In the event that the Company is requested to remove, alter or modify any such obstructions, the Company shall not be liable for any direct or indirect losses or damages arising from the said alteration or modification.
8. The Company reserves the right to levy a charge in addition to the Quotation Total if work cannot commence at the appointed time, or work is interrupted or delayed once work has commenced due to access being denied or unavailable or the Client or Client's representative(s) are not on Site, or due to any other failure by the Client or the Client's representative(s) to carry out their obligations set out herein.
9. No allowance has been made for the Client and/or site-specific inductions in the Quotation unless otherwise stated. Time required to complete inductions will be charged at the applicable service rate in addition to the Quoted Amount.
10. Where existing equipment is removed, making good is excluded from this Quotation.
11. The Client must advise the Company, its agents and employees of the presence of Asbestos or Asbestos Containing Materials (ACMs) on any site prior to the commencement of works. The customer must provide the sites Asbestos register for viewing by the Company, its agents and employees.
12. Where required, the Client or its IT department is responsible for providing all required information and access rights to the Company, its agents and employees to allow work to be completed.

### MONITORING

13. Where the Equipment includes a monitored alarm, the Company will enable such Equipment to be electronically monitored in consideration of the payment of a monitoring fee. The fee details and terms of the monitoring are set out in the Monitoring Agreement to be executed prior to the commencement of the monitoring service.
14. In the event that the Central Monitoring Station receives a signal from the monitored alarm, the Company will respond in accordance with the procedure selected by the Client and set out in the Schedule to the Monitoring Agreement.

### PAYMENT OF COSTS

15. Unless otherwise agreed in writing and noted on the Quotation, the full balance of the Quotation Total is due and immediately payable on completion of the installation.
16. Any expenses, costs or disbursements incurred in recovering monies from the Client, including debt collection agency fees and solicitor's costs shall be paid forthwith on demand.
17. Any fees payable for Monitoring shall be paid in advance in accordance with the Monitoring Agreement. In the event of such fees remaining unpaid 14 days after the due date the Company may immediately terminate the Services without notice.

### CANCELLATION OF AGREEMENT

18. The Agreement may only be cancelled by the Client with the written consent of the Company who retain the right to claim for any costs incurred subsequent to the acceptance of the Quotation and prior to cancellation.

### MISCELLANEOUS

19. The Client acknowledges that the items comprising the Equipment may variously act to detect and deter but cannot always prevent unlawful access to the Client's property, theft or other unlawful activity and consequently the Company shall not be liable for any direct or indirect losses or damages arising out of the Equipment's failure to operate, deter or detect.
20. The Client acknowledges that in the case of a monitored alarm, the Company does not warrant or represent that the Equipment, the Central Monitoring Station equipment or the telephone line or any other communication link between the Client's alarm 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.
21. The Client acknowledges that it does not rely on any warranty or representation made by or on behalf of the Company other than those set out herein.
22. The failure of the Company or the Client to enforce any of these Terms & Conditions or require performance of any provisions of this Agreement or the waiver by either party of any provisions shall not affect the right of either party to enforce these Terms & Conditions or other provisions at any future time.
23. The Client acknowledges that the Equipment selected by the Client is based on the Client's assessment of cost, risk and desired extent of coverage, and the Client further acknowledges that the limitations of the Equipment selected have been explained by or on behalf of the Company and that these limitations (if any) are understood and accepted.
24. These Terms & Conditions shall be read subject to any implied terms, conditions or warranties imposed by the Competition and Consumer Act 2010 (Cth) the Sale of Goods Act 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.
25. Notwithstanding anything herein purporting to limit or exclude the liability of the Company, the Company shall be subject to any condition, warranty or guarantee implied or arising under the Australian Consumer Law and the Competition and Consumer Act 2010 (Cth) insofar as the same is applicable and to the extent that it is not able to be excluded or modified through the Companies liability in respect of any claim under contract or in tort or otherwise. In this regard the liability of the Company for claims arising under contract, in tort or otherwise (including out of its exercise of its rights under this Agreement) shall be limited to any one of the following, at the option of the Company.
- 25.1 In the case of Equipment, the replacement or repair of goods; or
- 25.2 In the case of Services, the supply of the Services again.
26. Any significant changes to the Site (e.g.: storage of goods, valuable items, building alterations) may affect the risk factor at the Site, in which case the Client is advised to contact the Company to arrange a re-assessment of the suitability of the equipment.
27. The Client acknowledges that all detection devices have operating limitations and their effectiveness may change due to environmental factors (including but not limited to dust, insects and extreme weather conditions). The Client should test the detection devices weekly to ensure that they continue to operate satisfactorily. On request, the Company shall offer free advice regarding system testing.
28. The Client acknowledges that electronic equipment requires regular service and maintenance, and it is the responsibility of the Client to ensure that the Equipment is regularly serviced to ensure that it continues to operate satisfactorily.
29. The Company reserves the right to assign or subcontract any or all the Services without prior notification to the Client.
30. Any group or membership discounts, advertised bonuses or specials must be claimed at the time of Quotation and accordingly will not be granted retrospectively.

### WARRANTY

31. Unless otherwise stated, Equipment is warranted for 12 months from installation. Based on warranty work being undertaken during normal business hours, no labour charge will be applied.
32. Where Equipment is being installed in conjunction with pre-existing equipment, then the following shall apply:
- 32.1 No warranty of any kind shall be extended by the Company to said pre-existing equipment, and
- 32.2 The Company makes no representation as to the interoperability or compatibility of the Equipment with said pre-existing equipment and as such takes no liability for any failure of the Equipment to interoperate or coexist with said pre-existing Equipment, and
- 32.3 Where damage or failure of Equipment is related to its connection or interoperation with said pre-existing equipment, then warranty on the Equipment shall be deemed null and void.
- 32.3 The provision of EWP's is excluded from warranty works and shall be charged at standard EWP rates when required.