

TERMS AND CONDITIONS:

1. DEFINITIONS OF TERMS AND SERVICES:

"Alarm Monitoring" Means monitoring of alarm signals and sealing and unsealing signals (where applicable) from the Security System twenty four (24) hours per day subject to the terms and conditions described herein and actioning of alarm signals received as soon as practicable in accordance with the Customer's written instructions;

"Company" Means BSM Security (Qld) Pty Ltd, its successors and assigns;

"Customer" Means the person or company named herein requesting services from the Company, its successors and permitted assigns;

"Premises" Means the property or properties of the Customer which are monitored and/or patrolled by the Company under this contract and/or upon which a Security System is installed by the Company under the contract;

"Security System" Means the equipment supplied by the Company under this contract;

"Company's Monitoring Station" Means the place used by the Company for the monitoring of alarm systems under this contract;

"Customer Contact" Means the person or persons nominated by the Customer under this contract to be contacted upon receipt by the Company of an alarm signal;

"Patrols External/Internal" Means a number of daily random attendances as specified in the Customer's instructions by a Mobile Patrol officer for external and/or internal inspections of the premises to determine whether they are secure;

"Patrol Casual" (As above) but only on a casual basis, i.e. overnight;

"Patrol Response" Means attendance at the Customer's premises by a Mobile Patrol as soon as possible after receipt of an actionable alarm to determine whether the premises are secure by means of an external visual inspection of the premises at street level, and in the event of the Company holding keys and codes, the resetting of the Alarm System by the Mobile Patrol officer;

"Static Guard" Means a Security officer on foot guarding a specified area as authorised by the Customer;

2. LIMITATION OF LIABILITY & CUSTOMER INDEMNITY:

(A) Subject to clause 2(b), the Company shall not be responsible for or incur any liability whatsoever in respect of:-

(i) Any circumstance or event whatsoever which occurs during any period when this contract is suspended pursuant to clause 3(c);

(ii) Any loss or damage caused by any reason beyond the control of the Company, including but not limited to mechanical breakdown, storm, earthquake, strikes, lockouts, labour disputes, Act of God, war (whether declared or otherwise), act (administrative or legislative) of any Government Authority or instrumentality, riot, civil commotion, fire, explosion and act or omission of the Customer, its servants or agents;

(iii) Any indirect or consequential damage resulting from any act or omission of the Customer, its servants or agents;

(iv) Any loss or damage suffered by the customer except so far as such loss or damage is solely and directly caused by the negligence of the Company, its employees or agents acting within the scope of their employment or agency;

(B) Where the Company supplies goods or services, other than goods or services of a kind ordinarily acquired to personal, domestic or household use or consumption, the liability of the Company for a breach of condition or warranty (other than a condition or warranty implied by Section 69 of the Trade Practices Act, 1974 as amended) shall be limited, at the election of the Company;

(i) In the case of goods, any one or more of the following:

(a) The replacement of goods or the supply of equivalent goods;

(b) The repair of the goods;

(c) The payment of the cost of replacing the goods or of acquiring equivalent goods, or;

(d) The payment of the cost of having the goods repaired, and;

(ii) In the case of services:-

(a) The supplying of services again; or

(b) The payment of the cost of having the services supplied again.

(C) Subject to clause 2(b) and Division 2 Part V of the Trade Practices Act, 1974 as amended, this Contract sets out the whole agreement between the parties and all other representations, warranties, terms, conditions and collateral agreements whether implied or otherwise are expressly negated so that no party shall have any obligation towards the other in any way in relation to this agreement except as set out in the contract.

(D) The Customer shall indemnify the Company with respect to any loss, damage, costs or expense suffered or incurred by the Company directly or indirectly in connection with or arising out of the performance by the Company of its obligations under claims made against the Company by any Client or Customer.

(E) The Customer hereby releases and forever discharges the Company from any liability whatsoever arising under this Agreement and covenants not to sue the Company in relation to any cause of action in tort or in Contract.

(F) Notwithstanding anything herein to the contrary, this Agreement shall not be binding upon the Company for any purpose until it has been executed by a Director or executive of the Company. No servant or agent of the Company has authority to waive or modify any of the conditions.

(G) If any clause herein offends any legislation then such clause will be severed from this Agreement rather than affect the validity of the Agreement in its entirety.

3. PAYMENT, FEES AND CHARGES:

(A) Immediately upon installation of the Security System the Customer shall pay to the Company the full price quoted for the Security System by cash, bank cheque or other agreed method. The Security System shall be deemed to be installed when all elements of the Security System supplied by the Company are installed, regardless of whether a Telecom connection to the Company's monitoring station has been installed or is pending installation.

(B) Should during the term of this contract, the cost to the Company of providing services or other work under this contract increase for any reason whatsoever, then the Company may, by written notice to the Customer, increase the charges for services or other work by the same proportion as the increase in cost to the Company. Such increase will take effect from the date on which the cost to the Company increases.

(C) The Customer shall pay the service fee or charges for other work as involved by the Company by the due date. Should the Customer fail to pay the service fee or charges for other work under this contract by the due date, the Company may at its option:-

(i) Charge interest on the outstanding amount at current market rates from the due date until such time as payment is received;

(ii) Suspend the performance of its obligations under this contract until such time as all due payments have been made; or,

(iii) Cancel this Contract immediately by notice in writing to the Customer.

(D) Where the Customer requires a Patrol Response upon the Company receiving an actionable alarm, the Customer agrees to pay for the attendance of the Company's Mobile Patrol officer at the rate set by the Company from time to time.

(E) The Customer shall pay all monies payable to the relevant Police, Ambulance or Fire Service or any other public authority in relation to any fee for attendance at the premises. Should any such amount be paid by the Company on the Customers behalf, the Customer shall fully reimburse the Company for these amounts upon demand.

4. TERMS AND TERMINATION:

(A) This Contract will remain in force for the initial period shown on the Contract and upon expiration of that period it is agreed by the Company and the Customer that this Contract will be automatically renewed thereafter for the same period unless specifically agreed otherwise.

(B) After the expiration of the initial period either party may terminate this Contract by written notice of at least One (1) Month to the other party.

(C) The Company may terminate this Contract immediately if the Customer:-

(i) Is in breach of any conditions herein;

(ii) Commits an act of Bankruptcy;

(iii) Makes any arrangement or composition with its creditors;

(iv) Has a receiver or manager appointed over any part of its undertakings or assets;

(v) Has any petition presented for its winding up; or,

(vi) Is subject to a Court Order that the Customer be placed in liquidation.

(D) The Customer acknowledges that the Company may record all telephone conversations to and from its Monitoring Station in compliance with Australian Standards 2201 and the Customer hereby authorises and agrees to any such recordings being made.

5. OWNERSHIP:

(A) Ownership of all equipment comprising the Security System shall remain vested in the Company and shall not pass to or become vested in the Customer (Who shall hold the equipment as Bailee for the Company) until payment to the Company is in accordance with the terms of this Contract has been made in full.

(B) Where clause 5(a) applies, the Company shall have the right in its absolute discretion and without notice to enter from time to time upon the premises on which the Security System is installed and remove and dispose of all or any of the equipment comprising the Security System whether installed or not:-

(i) The Customer defaults in payment for the equipment in accordance with this contract;

(ii) The Customer becomes insolvent; or,

(iii) Any event which would allow the Company to terminate this contract pursuant to clause 4(c) occurs.

(C) If the Company repossesses the equipment pursuant to this clause then;

(i) The Company shall not be liable for any damage to the premises arising in course of or incidental to repossession;

(ii) The Customer shall pay to the Company, upon demand, the costs of and incidental to repossessing the Security System pursuant to this clause; and,

(iii) The Customer shall pay to the Company, upon demand, the loss if any arising upon the resale of the repossessed Security System calculated as the difference between the price payable by the Customer under this Contract and the amount obtained on resale of the equipment.

6. WARRANTY:

The Company will warrant equipment for a period of Twelve (12) Months from the date of the initial installation. Warranty coverage is not extended to work carried out in other than normal business hours, and is limited to the equipment supplied in the quotation, excluding all existing equipment. Damage caused by misuse, physical abuse, lightning, storm, tempest or Acts of God are specifically excluded from any warranty.

7. CUSTOMER DUTIES AND WARRANTIES:

(A) The Customer shall give to the Company detailed instructions in writing prior to commencement of services under this Contract;

(i) These instructions may be varied with the agreement of the Company, and the Customer agrees to pay any increased fees and charges applicable as a result of varying these instructions;

(ii) The data base record of the Customer instructions kept by the Company will be conclusive evidence as to all oral variations made by the Customer, and,

(iii) Details of the Customer's current instructions may be confirmed with the Company.

(B) The Customer shall not, during or for a period of Twelve (12) Months from the termination of this contract, engage or offer to engage into any contract with any person who was employed or subcontracted by the Company during any period in which this Contract was in force.

8. ALARM MONITORING AND EMERGENCIES:

(A) Where alarm monitoring is the only service requested by the Customer and an actionable alarm signal is monitored, the Company will use all reasonable efforts to notify the Customer Contact by telephone. Once the Customer Contact has been advised, the Company's responsibility will have been fulfilled and Police will not be contacted and Patrols will not be dispatched unless so directed in the Customer's written instructions or an oral variation of the Customer's instructions is made in accordance with clause 7(a).

(B) Should the Company be unable to make contact, the Customer hereby authorises the Company to dispatch a Patrol and/or alert Police if considered necessary in the opinion of the Company.

(C) In the event that the Customer's premises are found to have been violated and the Customer Contact is still unable to be contacted, the Customer hereby authorises the Company to mount a Static Security Guard if considered necessary in the opinion of the Company until the next regular working day.

9. LAW:

The agreement takes effect, is governed by and shall be construed, in accordance with the laws from time to time in force in the State of Queensland.