STANDARD TERMS & CONDITIONS
A. General Terms

1 Supply Agreement

1.1 These Standard Terms and Conditions ("**Terms**") shall apply to all Goods and Services supplied by Southern Cross Protection Pty Ltd ("**SXP**", "**We**", or "**Us**") to You. These Terms are made up of 2 sections being: A. General Terms and B.- F. Specific Terms. The Specific Terms shall apply to the specific goods or services requested by You, and where inconsistent with the General Terms, the Specific Terms shall take precedence, to the extent of the inconsistency.

1.2 These Terms, together with:

(a) any credit application signed by You; and

(b) the service agreement requested or signed by You

set out the terms of the service agreement ("**Agreement**") between You and Us. The provision or acceptance of a service agreement shall not form a separate agreement between You and Us, but shall constitute part of this Agreement. Any terms contained in any document supplied by You, including any terms on Your purchase order, will not form part of this Agreement.

1.3 SXP may wish to vary these Terms from time to time. If We intend to do so We will give You 28 days' written notice of our varied terms. If You have reasonable grounds to believe the change will be detrimental to Your rights, You may terminate this Agreement within 28 days of receiving Our written notice.

2 Requests, Proposals and Pricing of Fees

2.1 You may request SXP to provide any Goods or Services to You. SXP is not obliged to provide any Goods or Services to You, but may in its discretion supply such Goods or Services subject to this Agreement and SXP's standard pricing, in which case the Fees will be in accordance with the standard pricing as varied from time to time.

2.2 Prior to supplying, SXP may in its discretion provide a Proposal to You setting out pricing which is different to Our standard pricing. If You accept a Proposal, the Fees will be as set out in a Proposal, subject to variation in accordance with this Agreement.

2.3 SXP may vary the specific Service offerings in a Proposal from time to time in its absolute discretion, and in such instances, the Fees will be varied accordingly.

2.4 Where You request SXP to carry out any additional work not covered by the terms of a Proposal then the additional work shall be subject to these terms unless expressly otherwise provided and the Fees shall be increased by the amount quoted for such extra work, or if no fee is quoted, an amount calculated at SXP's standard pricing.

3 Payment of Fees

3.1 You shall pay SXP the Fees on or prior to the delivery of the Goods or Services requested by or within 14 days from the date of the issue of an invoice for Services, unless otherwise agreed in writing.

3.2 If SXP grants You payment terms or credit in writing signed by an authorised officer of SXP, or otherwise sets out different payment terms in a Proposal, then such terms will vary clause 3.1 above.

3.3 The Fees charged for Goods and/or Services may be varied by SXP from time to time by giving 28 days' written notice to You. This will apply even if you accept a Proposal, but only to Goods or Services supplied after the notice of variation. If you do not accept the increase to Fees, you may terminate this Agreement within 28 days of receiving Our written notice. Fees charged for Services comprising labour (guarding, patrols, ATM and cash) will be increased annually when the applicable award rates of pay are increased.

3.4 You will be required to pay all Fees due to SXP upon receipt of any request for payment under this clause and You will be charged the reasonable cost of all expenses, including legal costs incurred in the enforcement of any notice of default. SXP may charge and you agree to pay interest on any outstanding amounts at the rate of 1.5% per month. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days per month.

4 GST

4.1 Where a supply under these terms and conditions is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that supply shall be added to the amount exclusive of GST paid or payable for that supply under these terms and conditions.

4.2 The provisions contained in clause 4.1 apply notwithstanding any other clause of these terms and conditions whatsoever;

4.3 Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under these terms and conditions.

4.4 In this clause GST has the meaning it has in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

5 Term and Termination

5.1 A Proposal may specify a minimum term for the supply of Services. Upon expiration of a minimum term or if no minimum term is specified, this Agreement will remain in force until a party gives one (1) month's written notice to the other party of termination.

5.2 Either party may terminate a supply if:

(a) the other party commits any material or persistent breach of its obligations under this Agreement which in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy or such other reasonable period depending on the circumstances); or

(b) a party has reasonable grounds to believe that the other has, or is about to, become insolvent or where an individual becomes bankrupt or enters into a scheme of arrangement with creditors.

5.3 SXP may terminate this Agreement, or a Proposal, in full or in relation to specific Goods or Services, immediately if, in its absolute discretion, the provision of the Goods or Services at any of Your sites poses a risk to any of SXP's personnel.

5.4 Termination under this clause must be effected by written notice served on the other party. Termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this Agreement shall become payable in full when termination takes effect.

5.5 If You wish to terminate or cancel a supply of Services prior to the expiry of the minimum term, You will be required to pay the remaining payments up to the end of the minimum term.

5.6 SXP may suspend provision of Services immediately and for such period as SXP considers appropriate if any monies owing to SXP are due and unpaid.

6 Liability.

6.1 This Agreement shall be subject to any rights conferred upon SXP and You by the *Competition and Consumer Act 2010* or similar legislation which cannot by agreement or otherwise be excluded, restricted or modified. Where any warranty or condition cannot be excluded then liability shall be limited to, at the election of SXP, repair or replacement in the case of Goods, or supplying the Services again or the payment of the cost of resupplying the Services in breach of such warranty or condition.

6.2 SXP will not be liable to You for:

(a) Loss or damage for any reason as a consequence of strikes, labour disputes, fires, floods, other extreme weather conditions, accidents, mechanical breakdowns, road closures, invasions, riots, mobs, wars, national emergencies, significant or sustained disruption to power services, embargoes or restraints, or any other circumstances beyond the reasonable control of SXP such as unusually high occurrence of Alarm Responses;

(b) any indirect, consequential, special or economic loss, cost or liability; or

(c) any loss or damage suffered by You except if such loss or damage is caused by the sole negligence of SXP or its employees; or

(d) any loss, damage or destruction of keys, keycards or other access device provided by You to SXP, including but not limited to replacement of keys, locks or reprogramming of access devices. Notwithstanding this sub-clause, SXP agrees to pay for the replacement cost of key, keycard or access device only, if such loss, damage or destruction is caused by the sole negligence of SXP, up to the value of 12 months of the fees paid to SXP for the particular service.

6.3 In any event, liability of SXP whether in contract, tort (including negligence) or otherwise will be limited to a maximum amount equal to the annual contract value of this Agreement, in respect of the aggregate of all claims arising out of or in relation to any one event or series of events.

6.4 You shall notify SXP in writing of any claim within one (1) month from the occurrence of any event that gives rise to a claim under this Agreement. If no such notice is given You will be deemed to have waived and abandoned completely any such claim which after the expiration of such period shall not be allowable or admitted. Time shall be of the essence of this clause.

6.5 You shall keep SXP indemnified at all times against any loss arising from claims made against SXP by any party with respect to any theft, loss, damage, destruction, death or injury occurring on the Site arising out of or in any way in relation to the provision or failure to provide the Services except in the case of negligence on the part of SXP, its employees or agents.

7 Your Sites

7.1 You authorise SXP and its representatives to enter Your Sites for the purpose of this Agreement.

7.2 You warrant that each of Your Sites is a safe place of work and free of harmful materials, infections or building diseases.

7.3 You will take all reasonable steps to ensure Your Sites are free from risks.

7.4 You will obtain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

7.5 You will comply with all applicable workplace health and safety laws.

7.6 You release and indemnify SXP from and against any liability arising out of, or in connection with, a breach of this clause.

8 Intellectual Property

8.1 SXP retains all rights, title and interest subsisting in any design(s), documentation, diagrams or plans and other information and materials ("**SXP Materials**") supplied to You for the purposes of carrying out the Services under this Agreement.

8.2 Where You supply any design(s), documentation, diagrams or plans and other information and materials ("**Customer Materials**") under this Agreement, You retain all right, title and interest in such Customer Materials

but grant SXP a perpetual, irrevocable, royalty free non-exclusive licence to use, reproduce and modify Customer Materials to enable SXP to fulfil its obligations under this Agreement. You agree to accept full responsibility for all Customer Materials provided to SXP under this Agreement and to indemnify SXP for any action, claim, liability, cost or expense arising out of any threatened or actual infringement of intellectual property rights arising out of the use by SXP of Customer Materials.

9 Dispute Resolution

9.1 The parties agree that they must initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute.

9.2 If the parties are unable to resolve the dispute within that time frame they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties.

9.3 If the dispute is not resolved in accordance with sub clause 2, the parties may either agree to refer the matter to mediation or some other form of alternative dispute resolution or commence legal proceedings.

10 Force Majeure

10.1 SXP will not be in breach of this Agreement or be liable to another party if SXP fails to perform or delays in the performance of an obligation as a result of an event beyond SXP's reasonable control, including but not limited to strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, weather or traffic conditions (including peak hour traffic), temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

11 Disclosure and use of Personal Information

11.1 By entering into this Agreement, You agree that unless indicated otherwise in a Proposal, that SXP may forward to You from time to time promotional material and information regarding any of SXP's Goods and Services.

11.2 By entering into this Agreement, You consent to SXP's collection of Your personal information for the purpose of providing You with: the Services under this Agreement; and marketing information regarding SXP's security products and systems. SXP may disclose Your personal information to other organisations that assist SXP in the provision of these Services including related bodies corporate, subcontractors, marketing organisations and relevant banking or financial authorities.

12 Credit Enquiries and Credit terms

12.1 You agree that if SXP requires financial information about You for any application for credit on terms which attract the operation of the *Privacy Act 1998*, by seeking or enquiring about credit, You specifically agree and acknowledge that SXP may:

(a) disclose to a credit reporting agency certain personal information about You including information contained in this Agreement, Your identification, the amount of credit applied for, payments overdue by more than 60 days, advise the payments are no longer overdue, a serious credit infringement which SXP believes You have committed; and the discharge of the credit facility (if granted one);

(b) in assessing the application for credit and any later request for credit, obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or commercial worthiness;

(c) provide to or obtain from any credit provider(s) named in a credit report information about Your personal or commercial credit arrangements including information relating to credit worthiness, credit standing, credit history; or credit capacity.

12.2 If SXP approves Your application for credit, Your consent and acknowledgement in this Agreement will remain in force until the full amount owing to SXP under the credit facility is paid.

12.3 SXP will approve Your application for credit in its absolute discretion and SXP reserves the right to withdraw any Proposal, cancel the Services, and terminate this Agreement should such credit assessment be unsatisfactory to SXP.

13 Personal Property Securities Act

13.1 Terms used in this clause are defined in the *Personal Property Securities Act 2009* (Cth).

13.2 If you request the supply of Goods on credit terms, or are supplied Goods prior to payment in full, then

(a) SXP will retain title to such Goods until you have paid for those Goods in full;

(b) You grant to SXP a purchase money security interest ("**PMSI**") in those Goods; and

(c) You indemnify SXP for the cost of registration and enforcement of the PMSI.

13.3 If we supply you Goods on a lease for a period of 12 months or more, then:

(a) SXP grants to you a PPS Lease in respect of those Goods; and

(b) You agree to, and indemnify SXP for the cost of, the registration and enforcement of the PPS Lease.

14 Miscellaneous

14.1 **No Strike breaking etc**. You may not request SXP's employees to carry out any illegal duties, including but not limited to strike breaking.

14.2 **Assistance.** You will give SXP and its employees and contractors all assistance reasonably requested by SXP to enable SXP to supply the Goods and/or Services to You.

14.3 **Confidentiality.** Each party shall treat as confidential all information which comes into its possession, pursuant to or as a result of or in the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of the other party or the clientele of the other party or otherwise. Neither party shall, without the written permission of the other, disclose such confidential information to a third party. This obligation does not apply if the information is already in the public domain without any breach of this Agreement of if the disclosure is required by law.

14.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which You may seek to impose.

14.5 **No Waiver.** No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by SXP to enforce any clause of this Agreement, will not be construed as a waiver of SXP's rights under this Agreement.

14.6 **Severability.** Should any part of this Agreement for any reason be held to be invalid, unenforceable or illegal, such judgment or holding will not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the part of this Agreement directly involved in the matter of proceeding and the remainder of this Agreement will remain in full force and effect.

14.7 **No Set Off**. You may not set off or contract charge any monies owing under this Agreement.

14.8 **Notice**. Any notice or other communication to be given under this Agreement must be in writing and in English and served personally, by mail, by facsimile or by email to the other party.

14.9 **No Assignment.** You shall not assign any of Your interest in this Agreement without the prior written consent of SXP, which shall not be unreasonably withheld. SXP may at any time assign, sub-contract or license any part of its rights and obligations under this Agreement.

14.10 **Acceptance of terms.** You do not need to sign these Terms to accept them, and requesting SXP to supply Goods or Services will be deemed acceptance of these Terms.

14.11 You agree to comply with all laws relevant to SXP's provision of the goods or services to You.

14.12 **Law and Jurisdiction.** This Agreement is subject to the laws of New South Wales. The parties submit to the jurisdiction of the courts of New South Wales.

15 Interpretation

15.1 The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole.

15.2 In this Agreement:

(a) **Fees** means the fees payable for Goods and Services provided by SXP to You.

(b) **Goods** means any goods supplied by SXP to You, including but not limited to a security system.

(c) **Proposal** means a written proposal describing the Goods and Services to be supplied to You by SXP and the applicable Fees.

(d) **Services** means the services provided by SXP to You under this Agreement comprising any or all of Security Installation, Monitoring Services, Maintenance Services, Alarm Response Instructions, Alarm Response Services, Cash Services, ATM Services and any additional services as required from time to time during the term of this Agreement.

(e) **Site** means Your premises, or premises You request SXP to attend.

(f) **You** means the person (including an entity) which requests Goods and/or Services from SXP.

B. Specific Terms - Definitions

In the Specific Terms:

"**Alarm Response**" means our attendance at your Site, or a request to attend your site, due to the activation of an alarm or other event.

"**Alarm Response Instruction**" means the response type and action instructions requested and selected by You in the Connection Form for an Alarm Response.

"ATM Services" means the attendance at an automatic teller machine to rectify a fault.

"Cash Services" means the collection, counting and/or delivery of cash by a security officer.

"**Commencement Date**" means the date that SXP commences providing Services to You.

"**Connection Form**" means the form requested or completed by You and used to arrange the provision of Goods and/or Services.

"Customer Contact" means the person or persons specified as persons to be contacted in case of Emergency.

"**Dialler**" means the use of a telephone land line to alert the SMS of an event transmitted by a security alarm system.

"Emergency" means an occurrence at any Site of which SXP's representative becomes aware during an attendance and which the representative reasonably believes could adversely affect the security of the Site.

"**Emergency Services Request Action**" means an option chosen by You in the Alarm Response Instructions which requires SXP to use all reasonable endeavours to attempt to contact the emergency service(s) specified such as the police, fire or ambulance service.

"Monitoring Services" means the monitoring of Your Security System by SXP by its SMS.

"**NC**" and "**Nominated Contact**" means each person nominated by You in the Connection Form to whom SXP will use reasonable efforts to contact in the event of a System Event.

"Normal Working Hours" means the hours between 0830 and 1700 hours Monday to Friday except for public holidays.

"Patrol" means attendance at any Site by SXP's representatives in accordance with the Service Schedule.

"Patrol Services" means the patrol services described in a Proposal or the Service Agreement.

"Quarter" means each of the annual quarters as defined by the periods 1 January to 31 March, 1 April to 30 June, 1 July to 30 September and 1 October to 31 December.

"**Security System**" means the items of equipment, materials, and, scope of work if applicable specified in a Proposal.

"**SMS**" means SXP's Security Monitoring Service carrying out the Monitoring Services under this Agreement.

"**System Event**" means an event that is registered electronically on a computerised screen at SXP's SMS requiring operator intervention and action by SXP in accordance with the Connection Form.

C. Specific Terms – Security System and Maintenance Services

1 Installation of Security System

1.1 SXP will carry out the Security System installation in Normal Working Hours with all reasonable skill and care and perform the work in a workmanlike and professional manner.

1.2 Title to, and legal ownership of any parts of the Security System purchased by You will not pass to You until payment has been received by SXP in full. If payment is not made within 90 days of the due date, You authorise SXP to enter Your premises to take possession of any parts.

1.3 The risk in the Security System purchased by You will pass to You upon delivery.

1.4 You acknowledge and agree that all cutting of ways, excavation, cable trenching, provision of 240 mains power connections, cable installation, alterations to existing equipment, interfacing with fire, heat or detection systems and lifting equipment required to work at heights are not included in the Security System installation unless specified in a Proposal.

1.5 SXP will not be responsible for any disruption of a network, software or equipment caused by the impact of the interface, integration or addition of the Security System.

1.6 You shall make the Site available and in such form as to allow SXP to commence and carry out the Security System installation by the date specified in a Proposal. The Proposal is based on SXP having free and uninterrupted access to the Site at all times, and on the Security System being capable of being installed in a continuous sequence. Should restricted access force SXP to cease or suspend work and/or leave the Site and return to the Site at a later time, the reasonable costs of doing so may be added by SXP to the Fees. You agree to ensure that the Site must at all times be a safe working environment and (without limitation) will not contain asbestos or similar hazards.

1.7 You shall provide adequate facilities at the Site (including, where required and not otherwise stated, site allowances, parking facilities, premises power, premises lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips) at no cost to SXP.

1.8 If it becomes necessary to pay any additional site allowances the cost of these shall be added to the Fees.

1.9 If SXP has agreed to carry out the Security System installation based on information provided by You in relation to the condition of the Site and SXP has quoted on the basis of such advice, any unanticipated problems that might arise on the Site involving extra work or materials may result in SXP increasing the Fee.

1.10 Minor building works including trenching, backfilling and restoration, provision of penetrations, making good, flashing, chasing, console and joinery work, provision of mounting brackets and foundation plinths are to be performed by others at no cost to SXP.

1.11 If SXP is delayed in completing the Security System installation by the date agreed between the parties as a result of a delay which is outside its reasonable control then SXP shall be entitled to a reasonable extension of time to complete the Security System installation.

1.12 Should SXP be delayed in carrying out work by delays caused by acts or omissions of You, agents or contractors or any head contractor or other party to which You have contracted, then SXP shall be entitled to claim the reasonable costs of the delay from You, and the amount shall be a debt due and owing to SXP.

1.13 You may, before completion of the Security System installation, request in writing that SXP vary the scope of the work involved in the Security System installation which SXP may, at its sole discretion, choose to accept and vary the Fee accordingly.

1.14 SXP may substitute products or equipment offered as part of the Security System with technically equivalent or superior products provided You have been informed.

2 Fees for Security System

2.1 You agree to pre-pay SXP 20% of the Fees within 14 days of acceptance of a Proposal, or if works are to commence prior to 14 days elapsing, then prior to the commencement of the Security System installation.

2.2 If You have an approved credit account with SXP, You shall pay to SXP the balance of the Fees within fourteen (14) days of the date of invoice, without set-off, deduction or discount of any kind.

2.3 You acknowledge that SXP may issue progress payment invoices to You progressively during Security System installation for work completed or equipment purchased and held in store by SXP. Each progress payment invoice is due and payable within fourteen (14) days of the date of invoice.

3 Warranty

3.1 The Security System supplied and installed by SXP to You under this Agreement is done so only with such warranties as may be given by their manufacturer.

3.2 To the extent that the Security System is covered by a manufacturer's warranty, SXP passes on to You the benefit of that warranty.

3.3 Except where You elect in a Proposal to receive maintenance services from SXP, you are responsible for the operation and maintenance of the Security System in accordance with the manufacturer's instructions as necessary to ensure those warranties will remain valid and applicable.

3.4 SXP will provide all reasonable assistance to You in obtaining the benefits of a manufacturer's warranty.

4 Smoke Detection Systems

4.1 You acknowledge that any smoke alarm detection equipment sold and installed, serviced, maintained or monitored by SXP as part of an intruder alarm security system:

(a) is not intended for the purposes contemplated by and does not comply with AS1670-2004 Fire Detection, Warning, Control and Intercom Systems, nor with any other applicable standards, Building Codes, Development Applications or legislation relating to fire alarm equipment and installation;

(b) it is Your responsibility to ensure that where such requirements in (a) above apply fire alarm equipment to the standard required by legislation and Australian Standards is installed by others at Your Premises in addition to any smoke detection equipment installed in the Premises at Your request by SXP;

(c) must be serviced in accordance with the manufacturer's specifications, and it is Your responsibility to arrange such servicing.

4.2 Smoke detection equipment sold, installed and serviced by SXP are not life saving equipment and must not be relied upon by You for the purposes of meeting any legislation, Australian standards, Building Codes, Development Applications or for insurance purposes

5 Maintenance Services

5.1 You agree and acknowledge that SXP's maintenance services do not include work required to be done to repair a defect or damage which is caused by Your negligence, fault, neglect, abuse or incorrect use, including not servicing or maintaining the Security System in accordance with the manufacturer's instructions.

5.2 Any repair or defect services required by You will be regarded as additional services and You must pay SXP's costs for such services at our standard rates. You acknowledge that it is Your responsibility to pay the cost of replacement batteries for the Security System.

5.3 Unless agreed otherwise in this Agreement all Maintenance Services will be performed during Normal Working Hours.

5.4 If SXP has not carried out an inspection of Your existing security system prior to the Commencement Date of this Agreement, any fault of this Security System to perform within ninety (90) days after the Commencement Date will entitle SXP to the payment of all costs incurred in relation to repairing such fault.

5.5 SXP is not liable for any claims made for injury, loss or damage caused to You resulting from any failure by SXP to provide maintenance services due to Your failure to give SXP access to the Site for such services.

5.6 If You fail to give SXP access to the Site for the purpose of carrying out maintenance services after having been requested SXP to do so, SXP may be entitled to keep for SXP's benefit that part of any prepaid Fees received from You which is equivalent to SXP's direct cost incurred in arranging the relevant maintenance services.

D. Specific Terms – Monitoring

1 Monitoring Services

1.1 The Fees under this Agreement are based solely on the value of the services provided and are not related to the value of Your property or the property of others located on the Site. SXP is not an insurer of the Site, other property or risks and the Monitoring Services cannot be guaranteed to prevent all or any unauthorised entry, loss or damage at the Site. It is strongly advised that You effect and maintain all normal and prudent insurance policies for all usual risks, including fire, burglary, damage and destruction.

1.2 You acknowledge and agree that SXP may not respond to subsistence alarms (as defined in AS 2201.2-2004 and including but not limited to battery low alarms) and low priority alarms (as defined in AS 2201.2-2004 and including but not limited to late-to-close, mains fail or timer test failures) within the times specified in the AS 2201.2-2004, and that subsistence alarms and low priority alarms may be actioned by an automatic process prior to operator intervention (including but not limited to letter, short messaging service, email, or fax). SXP will not be liable if the automated response is not received by You due to a reason outside of SXP's control.

1.3 SXP will not be liable If the Dialler telephone line is severed or disabled between the SMS and the security panel in the Site. In such an event, Your Site will not be monitored by SMS until such time as a telephone line and/or digital mobile communication is restored.

1.4 You acknowledge that equipment or other obstacles must not be placed in front of the Security System detectors at Your Site as such action will either partially or completely restrict the effectiveness of the Security System.

1.5 It is Your responsibility to regularly test the Security System in a fully secured condition, to ensure that it is armed, turned on and fully operational and to immediately notify SXP if a fault is detected in the Security System.

1.6 It is Your responsibility to ensure that Your Connection Form details are current and tailored to suit Your requirements.

1.7 You agree to pay a network services provider any charges for installing a new telephone line.

1.8 You agree that the provision of Monitoring Services will involve You incurring telephone charges from Your telephone service provider due to regular test and alarm calls made from Your Security System to the SMS. Additionally, telephone calls generated from Your Security System to SXP's in-bound telephone numbers (including programmed test signals) will be included in determining call volumes for SXP's receipt of rebate or revenue share payments from SXP's telecommunication provider. You acknowledge that You will be liable to Your service provider for all communication costs incurred.

1.9 You must promptly notify SXP of any break-in or attempted break-in to the Site and allow SXP to access the Site whenever SXP reasonably requires for testing the Security System and its operational performance.

1.10 On receiving an alarm, SXP will only carry out the Alarm Response Instructions.

1.11 Any expenses associated with any Emergency Services Request Action provided to You including charges made by the fire brigade or the police must be paid by You directly to the specific emergency services requested. For New South Wales customers all calls made to the NSW Police Force in relation to alarm notifications or cancellations will attract a fee, which will be invoiced by SXP to You.

1.12 SXP has an obligation to contact the police in cases of duress, panic, hold up, multiple security alarms or when your Alarm Response Instructions have been exhausted. Outside of these events the police will not be contacted unless requested by You as part of an Emergency Services Request Action and then only in a manner consistent with prevailing police procedures in each State relevant to alarm notification.

1.13 Telephone calls received by or placed with SXP to You or any of the NC's may be monitored and recorded for quality and security purposes. SXP will use all reasonable endeavours to notify Your NC's specified in the Connection Form by telephone and undertake the Alarm Response Instructions requested by You.

1.14 If You terminate the Monitoring Services for any reason, You indemnify SXP against all costs and expenses incurred for any work required to disconnect or reprogram the Dialler, any related Dialler expenses and any failure by You or a third party to undertake this work. Where You or a third party does not engage SXP to carry out the work specified in this clause, You will continue to incur telephone charges for programmed test signals and alarm activations until disconnection has occurred.

1.15 Notwithstanding any other provision of this Agreement, SXP will not be liable for any loss, damage, injury cost or expense in connection with the Monitoring Services arising from the failure of a telecommunications carrier's communication lines, the attendance or failure of emergency services including the fire brigade, police, ambulance or a third party to attend Your Site, any failure of the power supply to Your Security System, any claims made resulting from any accident, neglect, mistake or Your error, variations and surge of electrical power, fusion, fire, air conditioning malfunction, water damage, corrosion or any other cause beyond the reasonable control of SXP, any false alarm signal from Your Security System, any modification, addition or adjustment to Your Security System or alteration of its configuration, which has not been notified to SXP in writing, any maintenance, repair, or improper use of the Security System by You or by a third party.

E. Specific Terms – Patrol Services

1 Patrol Services

1.1 You acknowledge that Patrol Services are shared with other customers of SXP.

1.2 You agree and acknowledge that break-ins at other customer's premises, busy periods, emergencies, including accidents, floods, fires, police or other emergencies service activities and/or unforeseen circumstances may prevent or delay a patrol response or attendance at a Site.

1.3 SXP shall have no liability to You for any non-performance or delays in delivery of any Patrol Services due to these, and other causes of a similar nature, but will provide a replacement service in accordance with clause 1.4 below.

1.4 Where SXP is unable to provide a service, or complete the stated number of Site visits, due to the shared nature of Patrol Services , SXP will provide replacement Patrol Services prior to the end of the billing period. If the replacement Patrol Service is not provided in accordance with this clause, SXP will refund the cost of the Patrol Services that were not provided.

2 Fees variation:

2.1 Fees may vary including but not limited to the percentage equal to the increase in the total of all wages, vehicle acquisition and maintenance costs and other costs whether directly or indirectly involved in the performance of the Patrol Services by SXP.

2.2 Such variations shall be determined by SXP in its absolute discretion and apply from the date such increase in costs occurred.

F. Specific Terms – Alarm Response Services

1 Alarm Response Services

1.1 Alarm Response services are shared with other customers of SXP.

1.2 You agree and acknowledge that break ins at other customer's premises, busy periods, emergencies including accidents, floods, fires, police or other emergencies service activities and/or unforeseen circumstances may prevent or delay an Alarm Response or attendance at a Site.

1.3 SXP shall have no liability to You in respect of any non-performance or delays in delivery of any Alarm Response services due to these, and other causes of a similar nature.

1.4 Alarm Response services are provided upon request by You or Your agent. An Alarm Response may be cancelled by You or Your agent at any time up to 10 minutes after SXP has received Your request. Thereafter, Your request for an Alarm Response, or an actual Alarm Response, will be charged at the rate set out under the Proposal or Service Agreement, or as amended from time to time as part of this Agreement.

1.5 SXP makes no warranty as to the time that will be taken for an Alarm Response or that an Alarm Response will prevent any loss or damage at Your Site.

1.6 If SXP conducts an Alarm Response at Your Site, then SXP's authorised security officer will:

(a) Visually inspect all points of entry, visually inspect all glazed areas, report any observed security breaches to the NC, implement nominated after hours instructions, and provide an attendance report.

(b) If security officer holds keys for the Site, the security officer will also inspect alarmed areas as per Your Alarm Response Instructions, re-arm or re-set the alarm panel, and if instructed by the NC, arrange to resecure the Site by placing a security officer at the Site at Your cost. Placement of a security officer will incur a cost to You of a minimum four (4) hours at SXP's standard rates.

(c) Not apprehend offenders where there is a potential safety risk or enter an area of potential risk. Where the security officer does not hold keys to the Site, they will not: enter the site; enter through secured gates; enter into areas where access cannot be gained; or re-arm the alarm system.

(d) If the security officer detects a security breach or break and enter, contact the SMS with details of the break and enter. The SMS will contact a NC to seek instructions. Additionally, the security officer will conduct a visual check of the break and enter area, and if practical will: attempt to secure the crime scene; assist in ensuring potential evidence is not destroyed or compromised; await the attendance of Police and / or the NC; not leave until authorised to do so by the SMS; and take appropriate action to minimise loss and or damage as per the NC instructions and at Your cost.

1.7 Where a smoke detector alarm System Event is received by the SMS, SXP will only contact the fire brigade if You have requested such Emergency Service Request Action.

1.8 If You need to amend any details in the Connection Form, including the NC's or the Alarm Response Instructions, You may only do so by providing SXP written notice of the amendments. SXP will action these amendments within 48 hours of receipt of Your written notice. .

1.9 SXP may vary the Alarm Response Instructions selected by You under this Agreement to comply with applicable State laws and Australian Standards. You agree to be bound by any such variation. SXP will notify You in writing as soon as reasonably practicable of any such variation.

1.10 It is Your responsibility to ensure that unnecessary and/or excessive alarms which result in a System Event ("Preventable Alarms") are prevented from occurring. SXP, acting reasonably, will make contact with You to advise of the requirement to take action to reduce Preventable Alarms. Where You do not take any action, or the level of Preventable Alarms has not been reduced to a reasonable level (as determined by SXP), SXP may notify You of its intention to terminate the provision of Alarm Response services.

G. Specific Terms – Cash and ATM Services

1.1 SXP is not, and accepts no liability as, a common carrier. SXP may refuse carriage of any valuables or non-cash documents at its absolute discretion.

1.2 SXP will carry out Cash and ATM Services between the hours of 0600 and 2200 Monday to Sunday. Cash and ATM Services outside of these hours may be performed by SXP by agreement subject to additional Fees.

1.3 If You request SXP to perform Cash Services at particular times, SXP will use its best endeavours to supply the Cash Services at those times, but does not accept any liability for any delay.

1.4 You agree to observe the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (as amended) as applicable to it in relation to the Cash Services.

1.5 Access to the Site for Cash Services will be clear and unimpeded. Failure to provide such access may require SXP to abandon a Cash or ATM Service and a Fee will be payable by You.

1.6 SXP reserves the right to cancel a Cash or ATM Service for any reason.

1.7 If a Cash Service is cancelled, and this is not due to an act or omission by You, Your agents or contractors, SXP will provide a replacement service prior to the end of the billing period. If the replacement service is not provided, SXP will refund the cost of the Cash Service.

1.8 Should a Cash Service be cancelled due to the acts or omissions of You, your agents or contractors, including a failure to have cash ready for collection at the time You stipulate, SXP will charge You the Fee for the Cash Service.

1.9 All cash supplied by You to SXP must be sealed in an electronic cash device ("**ECD**"). SXP will not collect cash that is not correctly sealed in an ECD. If You arrange for a Cash Service and cash is not correctly sealed in an ECD, the Fee will be payable by You.

1.10 Where You require SXP to count Your cash then this will only be performed at SXP's premises.

1.11 You agree to comply with cash collection limits as determined by SXP in its absolute discretion. Despite any other provision of this Agreement, SXP accepts no liability whatsoever for cash collected from you which is above SXP's collection limits.

Licences and other information

NSW – Master Security Licence No: 409990871
NSW – Security Licence No.: 410413481
ACT – Security Licence No.: 17501952
QLD – Security Licence No.: 3301577
VIC – Security Licence No.: 763-930-41S
TAS – Security Licence No.: 14644
SA – Security Licence No.: ISL 232917
WA – Security Licence No.: SA33952
NT – Security Licence No.: 244

Southern Cross Protection Pty Ltd
Suite 26, 26-32 Pirrama Road, Pyrmont, NSW 2009
ABN: 93 094 077 255, Telephone: 1300 136 102
www.sxprotection.com.au