

TERMS & CONDITIONS of the Agreement

DESCRIPTIONS OF TYPES OF PROTECTION PLAN

TYPE 'A' Provides for a maximum of 2 (two) Non-Scheduled Service Calls (as defined in clause 21) per 12 (twelve) month period (the starting month to be determined by the Company). The first Non-Scheduled Service Call per 12 month period will include an Australian Standards Routine Maintenance Check as defined in clause 19 (provided that the Routine Protection Plan Check has not already been carried out in this 12 month period). If a Non-Scheduled Service Call (including the Routine Protection Plan Check) has not been carried out within the first 9 (nine) months of the 12 month period from the start month then the Company will initiate a call for the yearly Routine Protection Plan Check. The Type 'A' Protection Plan includes the replacement (if required) of any component of the 'installed equipment' (as defined in clause 22) at no charge (subject to clause 4), where the 'installed equipment' is covered under the agreement. This Type 'A' Agreement also allows for a 10% discount on the retail price of any equipment not covered by this agreement or manufacturer's warranty and used in the maintenance or upgrading of the system. All calls initiated or required are executed having strict regard to clauses 6 and 14. (Note exceptions detailed in clauses 10 and 23 through 27). (Complies with Australian Standards and Victoria Police Compliance Maintenance).

TYPE 'B' As per Type 'A' Protection Plan above except that Type 'B' Protection Plan does NOT allow for the replacement of components at no charge, but, provides for a 10% discount on the retail price of any parts required and used in the maintenance or upgrading of the system where such parts are not covered by manufacturer's warranty. All calls initiated or required are executed having strict regard to clauses 6 and 14. (Note exceptions detailed in clauses 10 and 23 through 27). (Complies with Australian Standards and Victoria Police Compliance Maintenance).

TYPE 'C' Provides for 1 (one) only Compliance Protection Plan Check (as defined in clause 20) per 12 (twelve) month period (the starting month to be determined by the Company). The Company will determine and initiate the Compliance Protection Plan Check within the 12 month period at its discretion. The Client may NOT utilise or substitute the unused 'Compliance Protection Plan Check' credit for 'Non-Scheduled Maintenance Service'. Type 'C' Protection Plan allows for a 10% discount on the retail price of any parts required and not covered by manufacturer's warranty and used in the maintenance or upgrading of the system. All calls initiated or required are executed having strict regard to clauses 6 and 14. (Note exceptions detailed in clauses 10 and 23 through 27). (Complies only with Victoria Police Compliance Maintenance.)

TERMS AND CONDITIONS

TERM OF AGREEMENT

- This Agreement shall have effect for a period of one year ("the initial period") provided that:
 - either party may at any time during the initial period give notice in writing to the other party of its intention not to renew this Agreement;
 - if such notice is given at any time within 30 days before the expiry of the initial period, the Agreement will have effect for a period of 30 days after the expiry of the initial period;
 - if no notice of intention to terminate the Agreement is given during the initial period the Agreement shall continue to have effect subject to the other terms hereof and subject to either party being able to terminate the Agreement on 30 days written notice to the other party.

THE AGREEMENT

- The Company undertakes to provide to the Client the service or services as detailed herein only in accordance with the Scope of Protection Plan "TYPE" as selected in 'Acceptance' and as specified in the descriptions of Types of Protection Plans.
- The Company undertakes to apply this Agreement only to that equipment listed at the time of acceptance under clause 22 (the installed equipment) at the Premises' address above.
- The Company may in its application of a TYPE 'A' or 'B' Agreement either repair, replace, remove, substitute or otherwise accommodate the installed equipment (as defined in clause 22) so as to maintain the system's major function as it sees fit.
- The Client will immediately advise the Company in writing of any alteration, modification or variation to either the premises or the intended purpose of the installed equipment.
- The Agreement allows for works to be performed during the Company's normal weekday business hours only and specifically excludes all other hours including Public Holidays. Where works of any description are required by the Client to be performed outside the Company's normal weekday business hours the Client will accept charges at the Company's ruling rates at that time.
- Subject to the provisions of the Trade Practices Act ("the Act") the liability of the Company for a breach of any condition or warranty implied by Division 2 of Part V of the Act shall be limited, in the case of goods, to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the costs of having the goods repaired at the option of the Company, or in the case of services, to the supplying of the services again, or the payment of the cost of having the services supplied again at the option of the Company.
- Subject to legislation to the contrary and to clause 10 and 23 through 27 hereof, the Company shall not be liable for any loss, damage or injury howsoever caused including but not limited to loss, damage or injury caused by any negligent act, omission or statement of the Company or its service or agents.
- The Client will indemnify the Company in respect of any claim made against the Company by a third party for any such loss, damage or injury as aforesaid.
- The Company shall not be liable for loss, injury or damage suffered by the Client, by reason of the Company's failure to perform its obligations if the failure is due to any cause arising from or attributable to circumstances beyond its reasonable control including but not limited to any act of God, strikes, lock-outs or any other industrial disputes, civil commotion, war, fire, explosion, inclement weather, failure or refusal of its suppliers or contractors to supply goods or services or government action.
- Failure by the Company to require performance of any term of this Agreement by the Client shall not affect the right to require such performance subsequently of such term or of other terms. Further, the waiver of a breach of any term shall not be a waiver of any succeeding breach of that term or a waiver of the term itself.

- Should any clause hereof either in whole or in part be unenforceable or invalid then that clause shall be considered, to the extent of such unenforceability or invalidity, independently of and serviceable from any other clause contained herein and shall not affect the enforceability or validity of any other clause hereof.
- When a Protection Plan check is due ART will make two approaches within the following month to the client to organise a mutually convenient time for the service to be carried out. If no response is received a note will be made in the client history to this effect and no further approach will be made until the Protection Plan anniversary falls due the following year. If, however, the client approaches ART subsequent to this and before the next anniversary date, the service will be carried out at a mutually convenient time for client and company.

CHARGES, TERMS AND TERMINATION

- Fees will be invoiced quarterly in advance in accordance with existing monitoring periods at the rate set out in the 'Acceptance' and are payable within 14 days of the date of the invoice.
- The Company may by notice in writing terminate this Agreement in the event that the Client fails to pay any amount due under this Agreement within 30 days after the date upon which the amount falls due for payment.
- The Company reserves the right to apply rises in the fees applicable to this Agreement from time to time.
- Any services rendered after the 1st July 2000 will be subject to the applicable Goods and Services Tax (GST) included in the price.
- A surcharge may apply for premises outside the Melbourne metropolitan area.

MISCELLANEOUS

- The Client may assign this Agreement to a person or entity of whom the Company in its absolute discretion approves in writing provided that all of the Client's obligations under this Agreement have been fulfilled.
- The Client will at all reasonable times provide unrestricted access to the maintained equipment and the Client will provide any reasonable assistance requested (including manpower) in order for the Company to perform its obligation under this Agreement.

DEFINITIONS

- Routine Protection Plan Check - any call initiated by the Company to check the location of the 'installed equipment' (as defined in clause 22) against the installation records, test all detection point devices, inspect visible wiring/conduits and check the functionality of the main system features including a check of main equipment batteries and power supplies, check visible and audible warning devices, verify the system reporting functions and relevant system function tests, where possible at the time of the Routine Protection Plan Check. The check also includes a system survey and a spray of surface insecticide around each detector.
- Compliance Protection Plan Check - any call initiated by the Company to check the security system for system functionality (including warning devices - audible and visual, power supply and main equipment battery check and zone reporting functionality). The check also includes a system survey and a spray of surface insecticide around each detector.
- Non-Scheduled Maintenance Service - any call where the Client has requested the Company to call and rectify a fault that may have developed with the installed equipment.
- Installed Equipment - any auxiliary equipment and detection point equipment listed by the service technician on the 'System Maintenance History Card' at the time when the initial call is carried out in regard to this Agreement.
- Definition of outside Melbourne Metropolitan area - ART complies with Telstra's official definition of outside Melbourne Metropolitan area, that is any location that has a telephone number beginning with the prefix of 5.

EXCEPTIONS

- The Agreement shall specifically exclude any and all warranties, repairs, labour, component replacement or substitution of any of the installed equipment where any works are required as a result of any act of God, burglary, weather, lightning or its effects, power failure, vandalism or any occurrence that is not related to fair wear and tear or is beyond the Company's control.
- Where any part of the installed equipment is found to be unserviceable within 28 days of the commencement of this Agreement or at the time of the first call under this Agreement, the Company may require the Client to have such unserviceable equipment serviced or replaced at the Client's expense to the Company's satisfaction.
- Any non-scheduled attendance by a technician that is requested by the Client will be charged to the Client at the Company's ruling rates where the installed equipment is found to be functioning correctly.
- Where this Agreement has remained in effect for a period of 5 years the Company reserves the right to exclude maintenance on any of the installed equipment which the Company in its absolute discretion deems to be beyond the serviceable life of that installed equipment. Where this occurs the Client may elect to upgrade the installed equipment at the Client's expense and subsequent to the upgrade the Agreement will then be extended to that replaced equipment.
- This Agreement shall be governed and construed in accordance with the law of the State of Victoria and the Courts of Victoria shall have exclusive jurisdiction in respect of any dispute arising hereunder.



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Total Security.

It's as easy as A, B, C or even F !



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ACTIVE SECURITY FOR MAXIMUM SAFETY

Responsible security companies take the initiative to protect your interests and to ensure your freedom. The comprehensive range of Protection Plans provided by ART Security, combined with efficient monitoring delivers a wide-range of benefits to maximise your safety and provide peace of mind. We call this initiative 'active security'.



TOP PROTECTION

Only the best security system combined with a premium maintenance and monitoring service can deliver the confidence and peace of mind you deserve. The highest standards of performance are delivered when the extent of the system is appropriate, the equipment is functioning at an optimum level, your operating instructions are up-to-date and you have a quality security provider. Choosing a Protection Plan to complement your premium monitoring service will deliver these assurances.

ART Security's range of performance, system and maintenance checks - Protection Plan A, B, C or F - will ensure optimum security is delivered. A trained technician regularly checks the functionality of your system, assesses its suitability for your needs, updates your client records and keeps you abreast of new products, services and industry regulations that affect your security. Periodic evaluation and upgrading of your system under a Protection Plan also ensures that your system meets current regulations which impact on your safety. Your system will also meet Australian Standards and Victoria Police compliance requirements.

Choosing a Protection Plan retains the best options for Total Security.

VICTORIA POLICE COMPLIANCE REGULATIONS

Victoria Police has introduced Compliance Regulations and now priority response will only be given to compliant alarm events. That is, events alerted by a graded monitoring centre, where access is available and the security system is regularly maintained by qualified technicians. Simply choose a Protection Plan - A, B, C or F - to retain the important option of Victoria Police response to compliant alarm events.

PATROLS COMPLEMENT YOUR PROTECTION

Many clients choose the convenience, efficiency and safety of automatic patrol response to alarm events. Other clients use patrol responses as a random alternative to personal attendance. Patrols are also sent by our controllers in response to alarm events where no authorised contacts are available. Choosing a Protection Plan saves you money by ensuring the reliability of your system thereby minimising patrol responses to unwanted alarms. It's as easy as A, B, C or F.

PROTECTION YOU CAN PLAN ON

Based on your needs you can choose from a Protection Plan C compliance check, to the sophisticated Plan A or even Plan F for a full, inclusive cover. All plans give you considerable cost savings spread over 12 months. The charges are invoiced quarterly with your monitoring fee, allowing you to plan financially and budget for your security needs.

WHO IS AFFECTED?

ART Security strongly advise its clients to choose a Protection Plan and take advantage of the benefits. From experience we know regular maintenance ensures the integrity of your security system and it is cost effective.



HOW DO YOU MAXIMISE YOUR PROTECTION?

Choose a Protection Plan that best meets your needs. Just tick Option 1 and your Protection Plan selection on the enclosed Return Slip, fill in your client details and the relevant rate listed on the Summary of Charges and then return it to our office in the enclosed reply paid envelope. The rate is determined by your choice of Plan and the size of your system.

See Return Slip on reverse side of enclosed Charges Summary

PROTECTION PLANS A, B, C & F: THE BENEFITS

- Regular system testing and service – ensures a reliable system reducing unwanted alarms.
- Pre-scheduled service calls – no need to remember your last service check; we schedule it for you.
- Regular equipment and battery functionality checks – a system that does the job when it is meant to and when you need it most.

- Security you can budget on – accurate planning for tighter financial control.
- Payments over 12 months – spreads your costs.
- Regular system appraisal – provides for the changing security needs of your premises.
- Expert advice on latest equipment – provides benefits for your changing security needs.
- Regular meetings with your security provider – a chance to personally discuss your individual security needs and regularly update your client records so there is no outdated information on our database.
- Attractive cost savings for technical call-outs and system upgrades – you save real money.
- Plans A and B – a comprehensive system check delivering Australian Standards and meeting Victoria Police compliance requirements plus the option of up to two unscheduled service calls per year.
- Plan C – a functionality system check which is an economic solution for regular maintenance and meets Victoria Police compliance requirements.
- Plan F – a full, inclusive, customised plan that includes all technical call-outs and parts, and delivers Australian Standards to meet Victoria Police compliance requirements. Allows for complete budgetary control, financial planning and substantial cost savings.



PROTECTION PLAN A

A full, inclusive plan for optimum cover at an attractive cost. Recommended for most commercial and extensive domestic systems.

- Up to two unscheduled technical call-outs each 12 months in response to a fault.*
- One scheduled maintenance check each 12 months.
- No charge on all parts replaced in servicing existing equipment.
- 10% discount on additional new parts used in upgrades.

PROTECTION PLAN B

A plan designed to give owners/managers maximum benefits and substantial savings. Recommended for smaller commercial and most domestic systems. Benefits as per Plan A except in relation to parts used in servicing existing equipment.

- 10% discount on all parts replaced in servicing existing equipment.

PROTECTION PLAN C

An economic plan recommended for small systems operating at lower risk premises.

- One scheduled compliance maintenance check each 12 months*.
- 10% discount on parts used in servicing existing equipment and upgrades.

PROTECTION PLAN F

A full, inclusive parts and service plan recommended for all clients who wish to budget accurately for all their security needs.

ALL PLANS COVER

- communication test
- control panel functionality test
- code pad functionality check
- warning devices/strobe test
- main equipment batteries check
- insect spray of detectors
- history record of maintenance
- system survey



PLANS A, B & F COVER

- Full detection point test.**

PLAN C COVERS

Selected detection point test. A non-scheduled technical call-out is one initiated by the client in response to a fault. A scheduled call-out is one initiated by ART Security to conduct a Protection Plan check. *If the Protection Plan check has not been conducted in conjunction with a non-scheduled technical call-out within nine months, ART Security will automatically initiate the routine check of your system.

** Where a full detection point test would disrupt the operation of a premises, a test will be carried out within feasible limits ensuring that the main detection points are tested where possible.

It is then the client's responsibility and in their best interests to conduct a full detection test in conjunction with our Monitoring Centre at a more convenient time.

