

Total Security you can rely on

Protection Plans

More than a Maintenance Program delivering Maximum Security

Benefits of Protection Plans A, B, C or F

- Regular functionality check and system appraisal by qualified technicians to ensure the scope of your security system is appropriate for your needs and performs optimally when you need it most – when security breaches occur.
- Regular scheduled service calls so you don't have to remember when your system needs a maintenance check
- Tighter financial control as payments are spread over 12 months allowing you to budget for your security needs
- The chance to learn about new equipment and services that will further enhance your security cover
- An opportunity to update your client records particularly your authorised contact list
- Real cost savings not only on technical call-outs and parts but, by minimising unwarranted alarms, patrol response costs can be reduced
- Renders your security system compliant with the maintenance recommendations of Australian Standards
- Ensures your system is compliant with Victoria Police Alarm Response Regulations so that Police response to compliant alarm events is guaranteed

Description of Protection Plans A, B, C and F

All Plans Cover

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

Plan A – a plan recommended for most commercial and extensive domestic systems also includes:



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

Plan B – a plan designed for smaller commercial and most domestic systems also includes:



- Up to two unscheduled technical call-outs every 12 months in response to a fault*
- One scheduled maintenance check every 12 months
- 10% discount on all parts replaced in servicing existing equipment and on additional new parts used in upgrades

Plan C – a plan appropriate for low risk premises covered by smaller security systems also includes:



- One scheduled maintenance check every 12 months*
- 10% discount on parts used in servicing existing equipment and upgrades
- Selected detection point test

Plan F – a fully comprehensive plan including all parts and service

Recommended for extensive security systems and/or clients who want to budget accurately for all their security needs

Which Protection Plan best suits your needs?

Consider your choice of Protection Plan carefully as your decision may impact on the reliability of your security system and consequently the benefits you receive from an optimum security cover.

Note

- 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 premise, 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.



Optimum Security can only be achieved by a partnership between a quality provider and responsible client

Choosing a Protection Plan is a responsible decision which combined with regular client testing provides for a reliable security cover

The scope of your security system and the benefits you require determine the type of Protection Plan you choose.



ART
SECURITY

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.

ART Security Pty Ltd

www.artsecurity.com.au

137 Camberwell Road,
Hawthorn East Vic 3123

Email: info@artsecurity.com.au

Fax: 9882 9395

Business Registration #64488611S

Business Licence #64488690S

1300 ARTSEC

1300 278 732



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