



TERMS AND CONDITIONS FOR THE SUPPLY AND INSTALLATION OF SECURITY SYSTEM/S

Part 1 - Definitions

In these Terms and Conditions (T&C's) the following expressions shall have the following meanings:

- 1.1 **Company** – Knightsbridge Security and Communication
- 1.2 **Customer** - The person, organisation or company being a signatory to this Contract and referred to in these Terms and Conditions as 'You' or 'Your'
- 1.3 **Premises/Site(s)** - The premises/site(s) referred to in the Security System Proposal or where the security system subject of this contract is installed.
- 1.4 **Installation** - The installation of the security system as specified in the Security System Proposal or the security system subject of this contract.
- 1.5 **Contract** - The documents forming this contract include the Security System Proposal, Quotation, Acceptance Form, Maintenance Schedule and these Terms and Conditions. p
- 1.6 **Security System Proposal** - means the specification which defines the level of protection and equipment installed as part of the Security System installation.
- 1.7 **Preventative Maintenance** – means the routine inspection of the installation to confirm that it continues to function in accordance with the System Design Proposal and to identify and rectify any items found faulty, worn, or in need of scheduled replacement. The Company offers different types of Preventative Maintenance contracts offering different level of cover.
- 1.8 **Corrective Maintenance** – means the response to a customer reporting a fault with their security system and the subsequent repair of such faults, including false alarms from security systems.
- 1.9 **Insurance** – The Company carries limited liability insurance in connection with its business, details of which are available upon request.
- 1.10 **Business Working Hours** – means Monday to Friday 08:00hrs to 17:00hrs (excluding Public Holidays)
- 1.11 **Others** – Trades/Workers other than the Company

Part 2 – General

- 2.1 Verbally issuing an instruction to the Company to carry out work is a 'Contract' and signifies the acceptance of these Terms and Conditions along with any other requirements defined in the Security System Proposals. For the purposes of clarity where the requirements of the Security System Proposal conflict with any part of these T&Cs, the Security System Proposal will take precedence. All other items and conditions not contained in or implied by the Contract are excluded. Nothing in these T&Cs, either stated or implied shall detract from the Customer's statutory rights. Our Terms and Conditions are reviewed annually and supersedes all others.

Part 3 – Costs & Quotation

- 3.1 The quoted cost of the installation may be revised if:
 - 3.1.1 You want the work carried out more urgently than agreed.
 - 3.1.2 You change the Security System Proposal.
 - 3.1.3 Your premises/site(s) are in some way unsuitable for the installation to be completed in the form described in the Security System Proposal, for reason or circumstances that was not apparent at the time of the original survey or there are circumstances we were not aware of at the time of providing our quotation.
- 3.2 All telephone line installation, rental and call charges are the responsibility of the customer. The telephone must be capable of making outgoing calls, not have call barring or other special service on it, which may prevent the operation of the remote signalling equipment.
- 3.3 The addition of Broadband onto the telephone line on which your alarm is connected, will disrupt the ability of the alarm to dial out. You will need to arrange for the Company to fit an ADSL filter to your alarm communicator, for which a cost will be levied.
- 3.4 All quotation/s are valid for 30 days from the date issued at which time it will be subject to review.
- 3.5 Acceptance of the Company's quotation to supply/install goods and services is by written Purchase/Work Order from Customer.
- 3.6 When applicable, payments are to be made prior to Service Maintenance work.
- 3.7 Prices is valid at the time an order has been issued will be held all through to the delivery of equipment.
- 3.8 A 50% Deposit and Progress payment applies to a scope of work with a total value exceeding \$3,000.
- 3.9 Should any of the Company's supplied/installed cables and equipment be damaged, tampered with or 'built in' by other trade peoples working on site during the Company's pre-wire stage, additional cost associated with replacement, repair or retrieval of that equipment may be chargeable to the Customer.
- 3.10 All Plans are minimum of 12-month contract.

Part 4 – Rates and Charges

- 4.1 **Normal Hours**
8:00 – 17:00 Monday – Friday: \$245 (+GST)
Includes: Travel time and one hour on site.
Extra Hours: \$128 (+GST) per hour thereafter
- 4.2 **After Hours (Monday – Friday) / Weekends / Public Holiday**
Charge: \$748 (+GST)
Includes: Travel time and minimum 4-hour in call-out fee
Extra Hours: \$150 (+GST) per hour thereafter
- 4.3 **Extra Charge/s:**
Parts and labour/s required for non-warranty related repairs.
- 4.4 **Service/s:**
Call-Out Fees applies to all services unless otherwise specified in Maintenance Plan



Part 5 – Payment Terms

- 5.1 Progress claims apply to scope of work with a total value exceeding \$3,000:
- 5.1.1 **50%** Deposit prior to placing order for material or commencement of any works on site
- 5.1.2 Progress Payment 1 – **20%**; Progress Payment 2 – **20%**; Balance – **10%** payable upon completion of installation
- 5.2 Receipt of deposit and or work order is acknowledgement and acceptance of our Terms and Conditions
- 5.3 Payment terms are fifteen (15) days from date of invoice.
- 5.4 Variations on Project is invoiced independently: -
- 5.4.1 Any additional Works requested by the customer on site will be treated as Variation to the Contract/Quote. The Variation instructions must be in writing signed by the customer or their representative or a Work Order issued to the Company. A Company Quote will be issued or an invoice
- 5.4.2 No Variations will be commenced until the Parties agree to the additional cost (if any) of the said variations.
- 5.4.3 Variations to the Contract Scope of Works/Quote will include additional costs incurred as a direct result of incomplete or defective builders works or other subcontractors on site; additional costs incurred by the Company necessitated by modifications or rework to supplied equipment as a directed result of unsuitable building structures and/or site access; any additional costs and/or Variations as submitted.
- 5.4.4 Payment Terms of a Variation is (i) Due upon delivery of work 7 days from invoice
- 5.5 You will be responsible for any late payment fees and debt recovery cost associated with non-payment of account.
- 5.6 Any late payment on overdue account may incur a Daily Late Payment Fee of 2.5%
- 5.7 If during pre-wire stage of any project where our cables or equipment are damaged, tampered with or built-in by other trade people working on site additional charges may be applied with replacement, repair or retrieval of that equipment or cabling.
- 5.8 All goods are to remain the property of the Company; the Company reserves the right to access to such property; title will not pass to the Customer until terms of payment are met.
- 5.9 If the Company is not paid the balance of the Installation Charge as set out in the approved Quotation, it may remove the System from the Customer's premises. In this event, the Customer will be responsible for any breakage or other damage, in particular for the refitting of any floorboards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

Part 6 – Customer's obligations

The following duties must be carried out by the Customer before installation starts to enable the Company to successfully install the System.

The Customer must:

- 6.1 Obtain and pay for all necessary consents and licences for the installation of the System (such as landlord's consent); by signing this contract you guarantee that you have full authority to allow us to install and maintain the installation and no other consents are required.
- 6.2 Give the Company free access to the premises on the date and time agreed to install the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to install the System;
- 6.3 Advise the Company of the existence of concealed water, gas, electricity, telephone, or other services (if any known about) and point out to the installation engineer their location before work commences.
- 6.4 The Company will use reasonable skill and care in identifying any concealed services not so pointed out. The Company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care.
- 6.5 Be responsible for the lifting of any floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets or be responsible for any proposed flush fitting of units and making good thereafter.
- 6.6 If the Customer wishes the Company to use any existing equipment as part of the new System, it will be assumed to be in full working order. Where the Company, during installation, discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a labour and material basis, but only after full agreement with the Customer.
- 6.7 Where damage could be caused which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility.
- 6.8 It is the responsibility of the Customer, after the installation is completed, to refit any floorboards, carpets or other floor coverings lifted before and/or during installation and to carry out any building work, cutting away, decoration or making good, unless specifically stated in the Specification of Security System Proposal other than any required by the failure to exercise reasonable care and skill by the Company its employees or agents.
- 6.9 The Customer will (on/or immediately after the Installation Date) notify the Company in writing of the addresses and telephone numbers of persons who hold keys or codes for the System and the persons responsible for the opening and closing of the premises/sites and upon any change notify the Company immediately in writing. The Company shall not be responsible or liable for any loss or damage caused or resulting from any failure to notify the Company.
- 6.10 At all times, after the installation is completed, the Customer will: -
- 6.10.1 Operate the System in accordance with the instruction/User manual.
- 6.10.2 Where applicable, pay any line or equipment charges due to third parties (and increases from time to time);
- 6.10.3 Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System
- 6.11 You should notify us in advance, if a third-party intends to work on the telephone system at your premises, as this may affect the alarm systems ability to contact the Alarm Receiving Centre if required.

Part 7 - Company's Obligations

- 7.1 The Company will install the System at the premises/site specified in the Quotation on the anticipated date. The Company reserve the right to ask for a deposit and progress payment prior to commencement/completion of work and where this is required it will be shown on the Installation Agreement (refer to Part 5 Payment Terms).



- 7.2 The Company's technicians are experienced and will use reasonable actions to install the System neatly and conceal cables wherever possible, but where this is impractical the cables will be surface run.
- 7.3 On completion of the installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative. There may be an additional charge if further demonstrations are required.
- 7.4 Following installation, we will issue you with a certificate of completion which includes: (i) Warranty Certificate; (ii) Warranty and Defect Certificate certifying the work that has been completed in accordance with the Installation Agreement/Quote.
- 7.5 Where a deduction from cost has been made by the Company for installation of first fix wiring by a third party, our technicians can only check the position of such wiring against their original specification. We cannot check or be held responsible for the integrity of the wiring as inevitably the wire runs are concealed behind plaster, under floors etc. Please be advised that the Company will only become aware of any problems with the integrity of such wiring, when our technicians attempt to power up and commission the system.
- 7.6 Carry out, at the Company's expense, any repairs or replacement to the System (excluding existing equipment of the Customer incorporated into the system) required by any faulty materials or workmanship within twelve months of the Installation Date.
- 7.7 At the request of the Customer, and within a reasonable time after such request, carrying out further works to the System as necessary to keep the same operational, to modify, upgrade or replace the System will be charge at a price agreed by the Customer and the Company.

Part 8 - Company's Obligations on Maintenance Agreement Only

- 8.1 The Company will maintain the System at the premises/site specified in the Proposal on the anticipated date.
- 8.2 The Company's technicians are experienced and will use reasonable actions to maintain the System neatly and conceal cables wherever possible, but where this is impractical the cables will be surface run.
- 8.3 Following maintenance, we will issue you with a maintenance report certifying the work that has been completed in accordance with the Maintenance Proposal.
- 8.4 At the request of the Customer, and within a reasonable time after such request, carrying out further works to the System as necessary to keep the same operational, to modify, upgrade or replace the System will be charged at a price agreed by the Customer and the Company.

Part 9 - General Conditions

- 9.1 Ownership of the installation and the Equipment will pass to the Customer on full payment of the balance of monies.
- 9.2 The Customer will not assign, sell, charge, mortgage, pledge or attempt to part with possession of any part of the Company Equipment nor any interest in it nor encourage or allow any person to adjust, tamper, alter or interfere in any way whatsoever with the Company Equipment whilst within the contract, plan, or warranty.
- 9.3 The Company is entitled to transfer or assign all or any of its rights in this Agreement and to perform any of its obligations through nominated subcontractors although the Company will still be responsible to the Customer for its obligations.
- 9.4 Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of the Company.

Part 10 - Termination of Contract

- 10.1 In the event of cancellation of this agreement prior to our services commencing, the deposit of 50% of the total cost may be incurred at the discretion of the Company
- 10.1.1 - cancellation fee/s applies (see: *Engagement & Cancellation Policy*)
- 10.2 If the Customer commits any breach of its obligations under the Contract and fails to remedy the same within 30 days of notice by the Company requesting the breach to be remedied, or if any payment due under this Contract is more than 30 days in arrears, the Company may terminate the Contract by giving the Customer 14 days' notice in writing of the termination. This will not prejudice the Company's right to reclaim any payment outstanding.
- 10.3 Immediate Termination of Contract and Warranty should a third-party tamper, work on or re-arrange the system the Company installs whilst in contract
- 10.4 The Company may terminate this Agreement immediately, without advice or notice of withdrawal, should any agreed payment fail to be made 30 days after an invoice due date or if the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with his creditors, or has a receiver or administrator appointed.
- 10.5 The Company reserves the right to terminate the Agreement immediately if the System or the premises are destroyed or so substantially damaged that the Company is unable to reasonably continue its obligations hereunder.
- 10.6 Either the Customer or the Company may terminate this contract by giving a minimum of 30 Days' notice in writing after its' minimum contractual agreement. Where the contract is terminated by the Customer within its contractual agreement period, unused portion of the Annual Monitoring and/or Maintenance contract is not refundable.
- 10.7 This contract is non-transferrable, and should the Customer move from the premises the contract will cease and will not be automatically transferred to the new owner/occupier, nor will any refund be given.
- 10.8 If the Company is not paid the balance of the Installation Charge as set out in Para 7.1, it may remove the System from the Customer's premises. In this event, the Customer will be responsible for any breakage or other damages, in particular, for the refitting of any floorboards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

Part 11 - Limitation of Company's Liability

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY'S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER

- 11.1 The System is intended only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that is reasonably practicable using such equipment. The Company gives no undertaking to the Customer that the System may not be compromised or circumvented or that the System will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that loss, damage, or injury can and will be prevented by use of the System and the Customer is advised to arrange sufficient insurance cover to cover such an eventuality.



- 11.2 The Company has provided limited insurance cover for itself with indemnity claims made against it in respect of accident, injury, loss, or damage. Cover also extends to 'Failure to Perform' or wrongful advice given unwittingly, further details of our insurance cover will be provided upon request.
- 11.3 The Company does not accept any responsibility for the costs or replacement of any part of the system resulting from fire, flood, accident, neglect, misuse, malicious damage, or electrical power surges (lightning).
- 11.4 The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, disturbance or any other cause, in excess of the insurance cover we hold.
- 11.5 The Customer shall be liable for the cost of any key holding charges regardless of the nature of the call including any alarm equipment failure.
- 11.6 The Company will have no liability for any loss suffered by the Customer as a result of a call not being received at the Alarm Receiving Centre (should the premises have), if this is due to the fault of other communications provider, a failure in the electricity supply to the System or the Alarm Receiving Centre or as a result of the Company's premises being evacuated, due to causes such as fire, bomb alerts or gas leaks.
- 11.7 The Company or its insurers shall not be liable or investigated on any claim for loss unless the Customer has given written notice as soon as is reasonably practicable (14 days) after its occurrence or it coming to the Customer's attention and the Customer shall give the Company and/or its insurers every facility to investigate such occurrence.
- 11.8 The Company shall not, under any circumstances whatsoever, be liable for any loss or damage however caused which was not caused directly by a breach of these terms or a failure to exercise reasonable care and skill on the part of the Company.
- 11.9 FORCE MAJEURE - Any failure by the Company to fulfil any of its obligations under the terms of this Contract, due to reasons beyond its control shall not be considered a breach of this contract.

Part 12 – Warranty

- 12.1 Warranties stated in this document are those as expressed by the suppliers from whom equipment is purchased by the Company.
- 12.2 In no event, including the case of a claim for negligence shall the Company be liable for incidental, special exemplary or consequential damages from whatever cause and including but not limited to loss of business, loss of profits or loss of good will.
- 12.3 Claims for warranty on equipment:-
- 12.3.1 Equipment failures that occur within the warranty period will be exchanged for goods of a similar design and release date.
- 12.3.2 All warranties become invalid if the system(s) are tampered with (including relocation), damaged by electrical storms, acts of God, or vandalised, or altered by persons not authorised by the Company
- 12.3.3 The warranty is effective provided that the manufacturer:
 - 12.3.3.1 Is able to provide spare parts to enable the Company to serve and/or replace parts in an existing system
 - 12.3.3.2 Is able to provide spare parts that are compatible to the system installed to enable the Company to serve and/or replace parts in the an existing system.
- 12.3.4 In the event that the manufacturer/supplier is not able to provide the spare parts as set out in 12.3.3.1 and 12.3.3.2 then the warranty relating to spare parts ceases to apply and the Company no longer has any obligations in respect of the warranty.
- 12.3.5 Warranties will only be granted where the supplier is satisfied that the failure occurred other than as a result of negligence, incorrect usage, act of God or through failure caused by supply voltage problems.
- 12.3.6 No warranty may be given for equipment and hardware which have been provided by a third-party installer/security system provider.
- 12.3.7 No warranty may be given for equipment tampering by other individual other than the Company technicians/engineers and warranty of that equipment will be voided as a result of such incident occurring.
- 12.4 Warranty Period:-
- 12.4.1 The Company cover defect in labour, install, parts, and equipment, under contract for the period of fifty-two (52) weeks.
- 12.4.2 Warranty start date will be the date agreed to by all parties or as designated on the "Handover" documentation whichever is the earlier.
- 12.4.3 Exchanged and replaced equipment will carry only the supplier/manufacture warranty period
- 12.4.4 In the event that the manufacturer/supplier is not able to provide the spare parts as set out in
- 12.5 Service Under Warranties:-
- 12.5.1 In line with our obligations under the Australian Consumer Law (*Competition and Consumer Act 2010*). The Company's sole responsibility under warranty will be to either replace or repair any component which fails during the warranty period due to a defect in workmanship and or materials. If the defects identified is as a result of user error, the Company reserves the right to charge the customer in accordance with Part 4 and Part 5 of the Terms and Condition.
- 12.6 Labour Warranties:-
- 12.6.1 Labour charges for warranty work will not be charged providing that work is carried out during normal business hours of
Business Hours: Monday to Friday 8:00 – 17:00

EXCLUSIONS

- 240V/AC GPO's to be supplied and terminated as required, on dedicated uninterruptable circuit by Others.
- Telephone line/cabling; connection and/or associated cost for the Security System to be supplied by Others.
- Connection of equipment to Customer's UPS System to be arranged by the Customer.
- Any mechanical aid required on site (e.g. Scissor lift; cherry picker; scaffolding etc.) to be supplied by the client
- Fixed price offer is conditional upon the Company being awarded the tender for all proposed works. Should only part of the proposal be awarded, price may vary, and additional cost may be incurred.
- Every effort has been made to provide an accurate tender as set out on the tender documents. However, at the time of the quotation, tender specific requirements may not be available and therefore may be necessary to provide an equivalent solution.
- No warranty may be given to existing cabling installed by Others.
- No warranty may be given to existing equipment used which have been installed or provided by Others.
- This proposal is subject to the assumption that all existing cabling to be used are all in good working order and compatible with the new system proposed.
- No allowance has been made to provide for trailing cabling inside the lift car for the Security System
- No allowance has been made for site accommodation, storage, and other associated facilities.
- No responsibility will be taken for damage to unsighted services (e.g. Gas, Water, Electricity etc.)
- Record setting such as frame rate, image quality settings, bit rate and various environmental factors can affect the resulting record time attained for the above storage quoted. This is due to degree of motion encountered, the amount and size of object moving in the camera's field of view, and the variation of colours and other factors. The above storage amount should be viewed as an approximate recommendation and results may vary.
- Patching; painting and making good.
- This proposal is subject to the assumption that all existing Security System to be upgraded is not a proprietary system and should the Company be challenged in obtaining Passwords/Licences/goods and/or equipment specified on the tender document it will be the client's responsibility to assist in obtaining these from existing service provider/s.
- This proposal is based on buildings associated with this project being free of asbestos related material. No allowance has been made for testing, removal, or allowances of this hazardous material.

Standard Terms and Conditions

Par 1 – VALIDITY

- 1.1 Prices are valid for 30 days from the date of quotation after which time the price may be subject to change for increase in costs beyond the Company's reasonable control including, but not limited to, foreign exchange fluctuations, rates and duties, cost of Labour, materials, and other manufacturing costs.

Part 2 – PAYMENT TERMS

- 2.1 Progress claims apply to scope of work with a total value exceeding \$3,000.00
- 2.1.1 **50%** Deposit prior to commencement of any works
- 2.1.2 Progress Payment 1 – **20%**; Progress Payment 2 – **20%**; Balance – **10%** payable upon completion of installation
- 2.2 All goods are to remain the property of the Company; the Company reserves the right to access to such property; title will not pass to the Customer until terms of payment are met.
- 2.3 You will be responsible for any late payment fees and debt recovery cost associated with non-payment of account
- 2.4 Receipt of deposit and or work order is acknowledgement and acceptance of our terms and conditions
- 2.5 Payment terms are fifteen (15) days from date of invoice.
- 2.6 Any late payment on overdue account may incur a Daily Late Payment Fee of 2.5%
- 2.7 If during pre-wire stage of any project where our cables or equipment are damaged, tampered with or built-in by other trade people working on site additional charges may be applied with replacement, repair or retrieval of that equipment or cabling.

Part 3 – WARRANTY

- 3.1 Warranties stated in this document are those expressed by the suppliers from whom equipment is purchased by the Company. In no event, including the case of claim for negligence shall the Company be liable for incidental, special exemplary or consequential damages from whatever cause and including but not limited to loss of business, loss of profits or loss of good will.
- 3.2 **Claims for warranty on equipment:-**
- 3.2.1 Equipment failures that occur within the warranty period will be exchanged for goods of a similar design and release date.
- 3.2.2 Warranties will only be granted where the supplier is satisfied that the failure occurred other than as a result of negligence, incorrect usage, act of God or through failure caused by supply voltage problems.
- 3.2.3 No warranty may be given for equipment and hardware which have been provided by others.
- 3.2.4 No warranty may be given for equipment tampering by other individual other than the Company and warranty of that equipment will be voided as a result of such incident occurring.
- 3.3 **Warranty Period:-**
- 3.3.1 The Company covers defects in labour, parts and equipment and installed under contract for the period of fifty two (52) weeks
- 3.3.2 Warranty start date will be the date agreed by all parties or as designated on the "Handover" documentation whichever is the earlier. This will also apply to exchanged goods as the date at
- 3.4 **Service Under Warranties:-**
- 3.4.1 The Company's sole responsibility under warranty will be to either replace or repair any component which fails during the warranty period due to a defect in workmanship and materials.
- 3.5 **Labour Warranties:-**
- 3.5.1 Labour charges for warranty work will not be charged providing that work is carried out during normal business hours of
Business Hours: Monday to Friday 8:00 – 17:00