



TERMS AND CONDITIONS: SERVICE & SITE PREVENTATIVE MAINTENANCE

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.
- 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 - Rates and Charges

- 3.1 **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
- 3.2 **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
- 3.3 **Extra Charge/s:**
Parts and labour/s required for non-warranty related repairs.
- 3.4 **Service/s:**
Call-Out Fees applies to all services unless otherwise specified in Maintenance Plan

Part 4 - Payment Terms

- 4.1 Prior to arranging any service maintenance, full payment is to be organised/transferred according to its corresponding invoice.
- 4.2 **Contract Maintenance Payment Schedule**
 - 4.2.1 Pro rata pricing runs from 1 January until 31 December
 - 4.2.2 Any contract which starts within October to December will include charges for a full year in addition to pro rata fees.
 - 4.2.3 Yearly billing is issued out in January of each year.
- 4.3 **Service Payment Schedule**
 - 4.3.1 Building Management: 15 Days from date of invoice
 - 4.3.2 Strata Management: 15 Days from date of invoice
 - 4.3.3 Owner/Residents: (i) Payment prior to attendance; (ii) Payment at site
 - 4.3.3.1 Should the payee be not present at site on attendance, service will not be made. A Call Out Fee will be charged to its property representative/management to who the service was organised through.
- 4.3 **Payment Terms and Conditions:**
 - 4.3.1 Payment terms are fifteen (15) days from date of invoice.
 - 4.3.2 Late payment/overdue account may incur Daily Late Payment Fee of 2.5%

Part 5 - Customer's obligations

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

The Customer must:

- 5.1 Give the Company free access to the premises on the date and time agreed to maintain the System and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work.
- 5.2 Advise the Company of the existence of concealed water, gas, electricity, telephone, or other services (if any known about)



- and point out to the maintenance Technician their location before work commences.
- 5.3 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.
 - 5.4 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.
 - 5.5 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.
 - 5.6 It is the responsibility of the Customer, after the maintenance 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 Maintenance Proposal, other than any required by the failure to exercise reasonable care and skill by the Company its employees or agents.
 - 5.7 At all times after the maintenance is completed the Customer will: -
 - 5.7.1 Operate the System in accordance with the instruction/User Manual.
 - 5.7.2 Where applicable, pay any line or equipment charges due to third parties (and increases from time to time).
 - 5.7.3 Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System
 - 5.8 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 6 - Company's Obligations

- 6.1 The Company will maintain the System at the premises/site specified in the Proposal on the anticipated date.
- 6.2 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.
- 6.3 Following maintenance, we will issue you with a maintenance report certifying the work that has been completed in accordance with the Maintenance Proposal.
- 6.4 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 charge at a price agreed by the Customer and the Company.

Part 7 – Monitoring & Maintenance (or Maintenance Only where relevant); Service Repair

- 7.1 All plans exclude (i) Fire Trip Testing; (ii) Fire Trip Alarm Monitoring/Maintenance.
- 7.2 Monitoring and Maintenance contracts are on a 12-Month minimum fixed term unless the agreed contract states otherwise.
 - 7.2.1 The Monitoring and Maintenance Contract Plan Package of choice is automatically rolled over on to the next year upon its expiration until otherwise instructed by the customer.
 - 7.2.2 Fees and Charges Review will be distributed thirty (30) days before expiry of the annual term. The Company shall have the right to increase such charges at each renewal from year to year, with charges reviewed in December each year.
- 7.3 The Company will carry out Monitoring and Maintenance services as agreed in writing between the Customer and the Company.
 - 7.3.1 The Company will carry out routine maintenance inspection during the hours of 08:00 to 17:00 Monday to Friday (excluding Public Holidays) on a scheduled date agreed upon with the Customer and in accordance with the relevant Standards where applicable.
- 7.4 Non-Chargeable call-out, at the discretion of our technicians, only relates to call-out during Business Working Hours, unless otherwise specified in the plan. For our *'Premium Maintenance Plan'*, we will only repair or replace equipment, at our discretion, free of charge, where it is found faulty, due to fair wear and tear (i.e. not damaged). The Company's liability under these Maintenance Plans is strictly limited to the replacement or repairs to the installation.
- 7.5 All call-out outside our Business Working Hours is chargeable, unless otherwise stated in your contract/plan.
- 7.6 The Preventative Maintenance contract does not include charges for any replacement parts and/or corrective maintenance
- 7.7 In a normal circumstance any call-out in an emergency will normally be attended within 4 hours.
- 7.8 The Company does not take any responsibility for any loss of business as a result of the scheduled Service Maintenance. It is the Customer's responsibility to allow for such disruption to their business.
- 7.9 The Customer may terminate Monitoring & Maintenance at any time, after its agreed minimum contractual obligation/agreement, by giving 30-day written notice to the Company. (*Refer to Part 10 – Termination of Contract for full details*).
- 7.10 Service Repairs:
 - 7.10.1 All Service Calls will be attended upon the receipt of Work Order via email to service@knightsbridgesc.com
 - 7.10.2 Technician to conduct site 1st Assessment Visit to ascertain fault/s.
 - 7.10.3 Technician carry limited parts and product/model for replacement/repair.
 - 7.10.4 All parts (brand and model) deemed by the client required for service repair or replacement of equipment to be included in the issued work order.
 - 7.10.5 All specific part/s (point 7.10.4) requested in work order to be brought in by Technician on 1st Assessment Visit is billable to client/customer retrospective of usability or compatibility.

Part 8 – Reactive Maintenance Service

Response Time:

- 8.1 **Emergency (including system failure): High Priority**

Normal Hours:	1 – 2 Hours
After Hours:	2 – 3 Hours
- 8.2 **Emergency calls deemed urgent by Facilities manager: Medium Priority**

Normal Hours:	2 – 4 Hours
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- After Hours: 3 – 4 Hours
- 8.3 **Normal Call Out: Low Priority**
Normal Hours: 24 Hours
After Hours: 24 Hours

Part 9 - General Conditions

- 9.1 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.
- 9.2 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.
- 9.3 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 **Termination by the Customer.** You may stop using the Services at any time. Termination of your contract does not relieve you of any obligation to pay any outstanding fees pertaining to the signed contractual agreement.
- 10.1.1 – where the contract is terminated by the Customer within its contractual agreement period, unused portion of the Annual Monitoring and/or Maintenance contract is subject to cancellation fees
- 10.1.2 – all relevant special discount is voided, calculated, and chargeable/payable
- 10.1.3 – cancellation fee applies (see: *Engagement & Cancellation Policy*)
- 10.2 **Termination by Us.** If we terminate the Terms or your use of our Preventative Maintenance, we will make reasonable efforts to notify you at least 15 days prior to termination via the email address you provided to us. Unless stated in any Additional Terms, we may, at any time, immediately terminate or suspend your right to use and access the Services if:
- 10.2.1 – the Customer breach any provision of the Terms (or act in a manner that clearly shows you do not intend to or are unable to, comply with the Terms);
- 10.2.2 – the Customer fail to make timely payment on raised invoices against service work orders for;
- 10.2.3 – you physically, verbally or through other means abuse, threaten, bully or harass us or our technicians (in such circumstances, we may alternatively refuse site attendance or restrict your access to our Maintenance Services);
- 10.2.4 – the Customer commit any breach of its obligation under the Contract and fails to remedy the same within 30 days of notice the Company requesting the breach to be remedied;
- 10.2.5 – should any agreed payment fail to or if any payment due under this Contract is more than 30 days in arrears. This will not relieve the Customer of any obligation to pay any outstanding fees and changes.
- 10.2.6 – the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed;
- 10.2.7 – the Customer engage a third-party to tamper, work on or re-arrange the system/s the Company is maintaining. This causes an immediate termination of Maintenance and any attached Warranty.
- 10.2.8 – the System/s or the premises are destroyed or so substantially damaged, the Company is unable to reasonably continue its obligations hereunder.
- 10.3 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.
- 10.4 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.

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 accepts no liability for claims falling outside the indemnity referred to in 9.1 and the customer is advised to arrange sufficient insurance cover in respect of any such claims arising.
- 11.4 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).
- 11.5 Like all electronic equipment, although rare, the system or its components could fail to work as designed to do. The Company is therefore unable to guarantee that all equipment will be operational at any specific time or for any specific period. The Company will provide details on request as to how a Customer can perform regular tests to verify that the equipment contained in the maintenance checklist is operational between routine maintenance inspections carried out by the Company.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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 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.
- 12.3.3 No warranty may be given for equipment and hardware which have been provided by a third-party installer/security system provider.
- 12.3.4 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/manufacturer warranty period
- 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 use 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