



Security Assessment Services & Associates Pty Ltd

ABN 39 121 511 626

P.O Box 112, Mooroolbark, Victoria 3138.

Telephone: 0419 003 702 (24 Hours)

1. PARTIES:

The Supplier: SECURITY ASSESSMENT SERVICES & ASSOCIATES PTY
LTD (A.C.N.121 511 626)

The Customer: _____

2. DEFINITIONS

- 2.1. The Supplier is Security Assessment Services & Associates (A.C.N.121 511 626).
- 2.2. The Customer is the customer (or any person acting on behalf of and with the authority of the Customer) that the Order is provided for.
- 2.3. The Guarantor is person (or persons), or entity, who agrees to be liable for the debts of the Customer.
- 2.4. The Order shall be defined as any request for the provision of Goods and/or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 2.5. The Goods are the products and parts provided by the Supplier.
- 2.6. The Services are all the delivery of Goods, installations, maintenance/repairs, monitoring done by the Supplier, including any advice or recommendations.
- 2.7. The Price is the amount invoiced for Goods supplied or Services provided.
- 2.8. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.9. Invoices include invoices for Goods supplied or for Services provided.

3. GENERAL

- 3.1. Any Order requested by the Customer is deemed to be an Order incorporating these Terms & Conditions notwithstanding any inconsistencies which may be introduced in the Customer Order or acceptance unless expressly agreed to by the Supplier in writing.
- 3.2. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms & Conditions unless such variation is in writing and signed by the Supplier.
- 3.3. The Terms & Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 3.4. In these Terms & Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 3.5. Where more than one Customer completes this agreement each shall be liable jointly and severally.
- 3.6. If any provision of these Terms & Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 3.7. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 3.8. The failure by the Supplier to enforce any provision of these Terms & Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

4. PRICE

- 4.1. At the Supplier's sole discretion the Price shall be either;
 - 4.1.1. as detailed on invoices provided by the Supplier to the Customer in respect of Goods supplied or Services provided; or
 - 4.1.2. the Supplier's quoted Price as for the Order (subject to clause 4.2).
- 4.2. The Supplier reserves the right to change the Price in the event of a variation to the Supplier's Order, and notice will be provided by the Supplier within a reasonable time.

5. PAYMENT & CREDIT POLICY

- 5.1. All Customers who request for the provision of monitoring services must pay the Price of the monitoring services quarterly in advance.
- 5.2. For all other Customers not referred to in paragraph 5.1 herein, paragraphs 5.3 – 5.5 herein will apply.
- 5.3. For credit purposes, Customers are divided into two main groups, which are Non-Account Customers and Account Customers.
- 5.4. **Non-Account Customers**
 - 5.4.1. The Customer must make full payment of the Price upon provision of the Goods and/or upon completion of the Service.
- 5.5. **Account Customers**
 - 5.5.1. Seven (7) day account customers must make full payment to the Supplier within thirty (30) days from the date of issue of invoices for the Goods and/or Services

6. GOODS AND SERVICES TAX

- 6.1. GST refers to Goods and Services tax under the *Goods and Services Act 1999* (“*GST Act*”) and terms used herein have the meanings contained within the *GST Act*.
- 6.2. It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this agreement is exclusive of the Supplier’s liability of GST.
 - 6.2.1. On sale:
 - 6.2.1.1. The Customer will pay to the Supplier, in addition to the total purchase Price, the amount payable by the Supplier of GST on the taxable supply made by the Supplier under this agreement;
 - 6.2.1.2. The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the *GST Act* and Regulations.

7. DISHONOUR OF CHEQUE

- 7.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:

- 7.1.1. The Supplier may refuse to supply any further Goods and/or Services until satisfactory payment is received in full, including bank fees and charges;
- 7.1.2. The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this agreement and to elect between terminating this agreement or affirming this agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
- 7.1.3. The Customer may be liable for a dishonoured cheque fee of \$40.00.

8. RISK & LIABILITY

- 8.1. The Customer acknowledges that there may be risk involved in the provision of Goods and Services to the Customer
- 8.2. If any of the Goods are damaged or destroyed following delivery but prior to title passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms & Conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 8.3. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from :
 - 8.3.1. Any claims in respect of faulty or defective design of any Goods supplied.
 - 8.3.2. Physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of supply, layout, assembly, installation or operation of the Goods or arising out of the Supplier's negligence or in any way whatsoever;
- 8.4. Except as provided in these conditions all express and implied warranties, guarantees and conditions under statute or general law as to merchantable quality, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise is expressly excluded.

9. RETENTION OF TITLE

- 9.1. While risk in the Goods shall pass on delivery (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until full payment for all Goods supplied by the Supplier to the Customer is made. Pending such payment, the Customer shall hold the Goods as bailee for the Supplier and shall return the Goods to the Supplier if so requested.
- 9.2. The Supplier reserves the following rights in relation to the Goods until the balance owed to the Supplier by the Customer are fully paid:
 - 9.2.1. To enter the Customer's premises (or the premises of any third parties, associated company or agent where the Goods are located) without liability for trespass or any resulting damage in retaking possession of the Goods; and
 - 9.2.2. To keep or resell any Goods repossessed pursuant to above. If the Goods are resold, or products manufactured using the Goods are sold, by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoiced Price of the Goods sold or used in the manufacture of the Goods sold in a separate identifiable account as the beneficial property of the Supplier and shall pay such amount to the Supplier upon request. Notwithstanding the provisions above the Supplier shall be entitled to maintain an action against the Customer for the purchase Price and the risk of the Goods shall pass to the Customer upon delivery.

10. WARRANTY

Warranty for Installation and Repair Services

- 10.1. The Supplier warrants that if any defect in any Installation or Repair Service by the Supplier becomes apparent and is reported to the Supplier within twelve (12) months from the provision of the Installation Service (time being of the essence) then the Supplier may (at the Supplier's sole discretion) remedy the defective Installation or Repair Service.
- 10.1. The warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if any defective Installation or Repair Services are repaired, altered or overhauled without the Supplier's consent.
- 10.2. In respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in replacing any defective Goods or remedying any defective Installation or Repair Services or in properly assessing the Customer's claim.
- 10.3. For defective Installation or Repair Services where the Customer has complied with the conditions of warranty, the Supplier's liability is limited to replacing the defective Goods or repairing the defective Installation or Repair Services.

Warranty for Goods

- 10.4. The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.5. Warranty for Goods shall only cover the cost of Goods. The Customer acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Customer.

Warranty for Goods and Installation and Repair Services

- 10.8 The warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the Customer is in default of any payment to the Supplier.

11. AGREED USE

- 11.1. The Customer acknowledges that the Customer may forfeit any rights if any he may have against the Supplier if:
 - 11.1.1. The Goods are applied for any other use to which the Goods are not intended for;
 - 11.1.2. Any alteration to the Goods sold or quoted is carried out without the Supplier's written consent.
- 11.2. The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the sold Goods in any way which the Customer may forfeit their rights against the Supplier.

12. PROVISION OF SERVICES

- 12.1. The Supplier reserves their right to:
 - 12.1.1. Decline requests for any Services requested by the Customer.
 - 12.1.2. Cancel or postpone appointments at their discretion.
- 12.2. If the Customer fails to attend the appointment without prior notice, the Customer shall, at the discretion of the Supplier, be liable for a \$33.00 No Show Fee.
- 12.3. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Services at specific times requested by the Customer during the term of this agreement.
- 12.4. Subject to otherwise complying with its obligations under this agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Customer's expectations of those Services.
- 12.5. In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Services provided.

12.6. Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this agreement.

12.7. The Supplier may agree to provide, on request from the Customer, additional Services not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods and/or or Services at the request of the Customer.

13. DEFAULT

13.1. Invoices issued by the Supplier shall be due and payable upon provision of Goods and/or completion of Service for Non-Account Customers, and invoices issued by the Supplier shall be due and payable within seven (7) days or thirty (30) days of the date of issue for Account Customers ("Default Date") depending on the terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be charged late payment fees being the greater of:

13.1.1. two and a half percent (2.5 %) monthly on any payment in arrears, or

13.1.2. \$50.00 monthly.

13.2. If the Supplier does not receive the Outstanding Balance for the Goods and/or Services on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:

13.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this agreement;

13.2.2. The Supplier may incur commission costs charged by the debt recovery agency on the Aggregate Sum (as defined below) at an applicable rate agreed between the Supplier and the debt recovery agency ("Commission Rate");

- 13.2.3. The Customer will be responsible for payment of the aggregate of the Outstanding Balance on the Customer's account and all commission costs incurred by the Supplier ("Aggregate Sum"), the intention of the parties being that the Supplier will receive the whole outstanding balance after the deduction of commission costs and other expenses;
- 13.2.4. The Aggregate Sum will be calculated as follows:
$$\text{Aggregate Sum} = \frac{\text{Outstanding Balance}}{(1 - \text{Commission Rate})}$$
- 13.2.5. The Aggregate Sum may be referred to a debt collection agency for further action;
- 13.2.6. The Aggregate Sum will be payable as a liquidated debt on demand;
- 13.3. The Customer is also responsible for all expenses in relation to the collection of the Aggregate Sum including, but not limited to, all charges and fees, legal costs on an indemnity basis, and disbursements.

14. TERMINATION & CANCELLATION

Cancellation by Supplier

- 14.1. The Supplier may cancel any Order to which these Terms & Conditions apply or cancel delivery of Goods and/or the provision of Services at any time before the Goods are delivered or the Services are provided by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 14.2. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
 - 14.2.1. any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
 - 14.2.2. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 14.2.3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation by Customer

- 14.3. Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.
- 14.4. In the event that the Customer cancels delivery of Goods and/or Services to be provided the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

Limitation of damage

- 14.5. The Customer acknowledges that in the event of any breach of this agreement/Order by the Supplier the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price.

15. SET-OFF

- 15.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 15.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

16. INSURANCE

- 16.1. The Customer is responsible to effect whatever insurance cover he requires at his own expense.

17. JURISDICTION

- 17.1 This agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria.

18. PRIVACY ACT 1988

- 18.1. The Customer and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 18.2. The Customer and/or the Guarantor/s agree that the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - 18.2.1. To assess an application by Customer;
 - 18.2.2. To notify other credit providers of a default by the Customer;
 - 18.2.3. To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers;
 - 18.2.4. To assess the credit worthiness of Customer and/or Guarantor/s.
- 18.3. The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 18.4. The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time:
 - 18.4.1. Provision of Services;
 - 18.4.2. Marketing of Services by the Supplier, its agents or distributors in relation to the Services;
 - 18.4.3. Analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services;
 - 18.4.4. Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer;
 - 18.4.5. Enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services.
- 18.5. The Supplier may give information about the Customer to a credit reporting agency for the following purposes:
 - 18.5.1. To obtain a consumer credit report about the Customer;
 - 18.5.2. Allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

19. ENTIRE AGREEMENT

- 19.1. The conditions set out in this agreement constitute the whole agreement made between the Customer and the Supplier.
- 19.2. This agreement can only be amended in writing signed by each of the parties.
- 19.3. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.

I/We understand and agree to be bound by the Terms & Conditions set out herein.

NAME:

POSITION HELD:.....

SIGNATURE:

DATE:/...../200...

NAME:

POSITION HELD:.....

SIGNATURE:

DATE:/...../200...

WITNESS NAME:

ADDRESS:.....

.....

SIGNATURE:

DATE:/...../200...

GUARANTEE

We each of the undersigned, for ourselves, our respective executors and administrators jointly and severally agree that if at any time the Customer shall default in any part of its performance of this agreement, we will on demand by the Supplier pay, to the Supplier the whole of the monies owed by the Customer to the Supplier and we will keep the Supplier indemnified against all losses, costs, charges and expenses whatsoever which the Supplier may incur by any default on the part of the Customer. This is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the Supplier enforcing payment of any of the monies owed.

We acknowledge, by signing this Guarantee, that we have read and understood the Terms & Conditions and that we have consulted our respective solicitors as to our liability with respect to this Guarantee and we agree to abide by this agreement.

Guarantor 1:

Name:

Address:

.....

Contact Number (H)

Contact Number (M)

Signature :

Guarantor 2:

Name:

Address:

.....

Contact Number (H)

Contact Number (M)

Signature

DATED this day of 200....