



KEVLAR SECURITY SOLUTIONS PTY LTD

ABN 51 154 971 641

MASTER SECURITY LICENCE 19859

Terms and Conditions for Services

1. Definitions

- 1.1 In these Terms and Conditions for Services ("Terms"):
- "KSS" means Kevlar Security Solutions Pty Ltd.
 - "You" means the person (including a business or other entity) which requests services from KSS.
 - "Site" means Your premises, or any premises You request KSS to attend.
 - "Third Party" means a person (including a business or other entity) for which KSS is requested to provide services by You.
 - "Alarm Response" means an attendance or request for the attendance of a KSS security officer at Your Site due to the activation of an alarm or other event.
 - "Patrol" means a pre-arranged attendance or request for the attendance of a KSS security officer at Your Site which is not due to the activation of an alarm or other event.

2. Application of Terms

- 2.1 These Terms apply to all services provided to You by KSS.
- 2.2 These Terms do not modify the terms of any written contract for services made between You and KSS which has been duly signed by You and an authorised representative of KSS. However, if a written contract for services does not address one or more of the matters included in these Terms, these Terms will apply in relation to the matter(s) not addressed in the written contract.
- 2.3 If You do not have a written and signed contract for services with KSS, this document constitutes the entire agreement between You and KSS and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing and all other terms and conditions are excluded to the fullest extent permitted by law. This agreement may only be varied by an agreement in writing signed by both parties.
- 2.4 You do not need to sign these Terms to accept them. You will be deemed to have accepted these Terms by requesting that KSS provide, or continue to provide, services to You.
- 2.5 KSS may vary these Terms from time to time. KSS will provide You with 28 days written notice of any variation to these Terms.

3. Request for Services

- 3.1 Unless otherwise agreed in writing, You will be liable for payment of invoices issued by KSS in relation to services requested by You.

- 3.2 If You request that KSS provide services to a Third Party, You will be liable for payment of invoices issued by KSS in relation to the requested services unless the Third Party agrees in writing to be liable for payment of invoices issued in relation to the requested services.
- 3.3 KSS will advise You in writing of the applicable fees for any services that You request prior to providing any such services to You. If KSS provides a service to You on Your request without first advising You in writing of the applicable fees for the service, KSS will invoice You for any such service at KSS's standard rates.
- 3.4 KSS reserves the right to revise the fees charged for services at regular intervals having regard to changes in operating costs including wage increases. If You are receiving services from KSS on at least a monthly basis, You will be provided with 28 days written notice of any change to the fees which apply to the services being provided to You.

4. Payment of Invoices

- 4.1 Unless otherwise agreed in writing, invoices issued to You by KSS must be paid within 14 days.
- 4.2 You agree to pay interest on any overdue invoices at the rate of 1.5% per calendar month, calculated daily from the due date for payment of the invoice until the date of payment.
- 4.3 If an invoice issued to You remains overdue for a period of more than 14 days, all invoices issued to You will be deemed to be due and payable and KSS may:
- take action to collect payment of all invoices issued to You, including by referring the invoices to a debt collection agency and / or commencing legal proceedings; and / or
 - cease providing services to You until acceptable arrangements have been made for payment of the invoices.
- 4.4 You agree that You will be liable to pay all costs and expenses incurred by KSS in association with the collection of any overdue invoices including administrative costs, legal costs on a solicitor and own client basis, bank dishonour fees, filing fees, fees charged by a debt collection agency and interest.
- 4.5 If KSS intends to cease providing services to You in accordance with clause 4.3, KSS will provide You with at least 48 hours' notice prior to ceasing the provision of services to You. KSS will not be liable for any loss or damage suffered by You, any Third Party or any other parties because KSS has exercised its rights under clause 4.3.

5. Force Majeure

5.1 KSS will not be in breach of any agreement with You or be liable to any Third Party or any other party if KSS fails to perform or delays in the performance of an obligation as a result of an event beyond KSS's reasonable control. Events that are considered to be beyond KSS's reasonable control include major weather events, industrial disputes, acts of God, vandalism, sabotage, wars, acts of terrorism, inclement weather or traffic conditions, road closures, and the implementation of any legislation, regulations, orders, directions or decisions by any government or government agency or any other act of any government or government agency.

6. Patrol and Alarm Response Services

- 6.1 You acknowledge that Patrol services and Alarm Response services are shared with other customers of KSS.
- 6.2 KSS aims to provide Patrol and Alarm Response services in accordance with AS/NZS 4421:2011. However, You agree and acknowledge that break-ins at other customer's premises, busy periods, emergencies (including accidents, floods, fires, police or other emergencies service activities) and / or unforeseen circumstances may prevent or delay a Patrol or Alarm Response.
- 6.3 KSS will not be liable to You for any non-performance or delays in the delivery of any Patrol services or Alarm Response services due to these, and other causes of a similar nature.
- 6.4 In the event of the non-performance or delay in the provision of any Patrol service, KSS will provide a replacement service within 48 hours after the scheduled time for the Patrol service. If KSS is unable to provide a replacement service within 48 hours after the scheduled time for the Patrol service, KSS will not charge You for the individual Patrol service that was not provided.
- 6.5 KSS makes no warranty that a Patrol or Alarm Response will prevent any loss or damage at Your Site.
- 6.6 Unless otherwise agreed in writing, You must provide KSS with at least three copies of any keys, swipe cards, FOBs, remote controls or other items required for KSS to perform Patrol and Alarm Response services at Your Site(s). You acknowledge that KSS may not be able to respond to alarm activations at Your Site(s) in a timely manner if You do not comply with this clause.
- 6.7 KSS's liability for loss or damage of any keys, swipe cards, FOBs, remote controls or other items provided by You to KSS is limited to the costs of obtaining a replacement or \$5,000, whichever is the lesser.
- 6.8 If You do not claim Your keys, swipe cards, FOBs, remote controls or other access-related items within 28 days of the termination of services, KSS shall be entitled to destroy them.
- 6.9 Unless otherwise agreed in writing, the following provisions apply in the event that a KSS security

officer conducts a Patrol or Alarm Response at Your Site and finds that the Site is not secure and is not readily able to be secured:

- a) KSS will immediately attempt to contact Your nominated after hours contact(s) to obtain instructions regarding the measure(s) You wish to take in order to maintain the security of the Site.
- b) The KSS security officer will remain at the Site whilst KSS attempts to obtain instructions from Your nominated after hours contact(s) in accordance with paragraph (a).
- c) If KSS is unable to obtain instructions from any of Your nominated after hours contact(s) within 25 minutes of the security officer's initial attendance at the Site and KSS forms the view that leaving the Site unattended could result in significant loss or damage to property on the Site or damage to the Site, KSS will arrange for a security officer to attend and remain at the Site as a static guard until either:
 - i. the Site is able to be secured (for example, once a glazier has repaired a broken window); or
 - ii. Your nominated contact person authorises KSS to leave the Site in an unsecured state.
- d) You acknowledge and agree that You will be liable to pay for the static guard service for a minimum of 4 hours charged at KSS's standard hourly rates if KSS arranges for a security officer to attend and remain at the Site as a static guard in accordance with this clause.

7. Miscellaneous

- 7.1 You agree that You will not request that KSS or any of KSS's employees carry out any illegal duties or activities and that You will comply with all laws relevant to KSS's provision of services to You.
- 7.2 Any provision of these Terms that is illegal, void or unenforceable will not form part of these Terms to the extent of that illegality, voidness or unenforceability. The remaining provisions of these Terms will not be invalidated by an illegal, void or unenforceable provision.
- 7.3 Either party may give notice under these terms by letter, e-mail or facsimile, addressed in the case of a letter at the address last known to the party giving the notice and otherwise as advised by each party to the other from time to time, and any such notice will be considered given when the letter, e-mail or facsimile would have been delivered in the ordinary course of post or transmission.
- 7.4 This Agreement is subject to the laws of Tasmania. The parties submit to the jurisdiction of the courts of Tasmania.
- 7.5 The section headings in this document are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the clauses under the section headings or of this document as a whole.