

Security Service Agreement

This Agreement is subject to a 10 Day cooling-off period.



LOMBARD SECURITY GROUP
 PO Box 1199
 Toowoomba QLD 4350
 Tel: 1300 790 4423 Fax: 4634 2433
 Email: info@lombardsecurity.com.au
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- | | |
|---------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Monitoring | <input type="checkbox"/> Electronic |
| <input type="checkbox"/> Patrol Service | <input type="checkbox"/> Guard Services |
| <input type="checkbox"/> Corporate Services | <input type="checkbox"/> Other: _____ |
- (Tick Appropriate)

Account Name: _____ **Account Number:** _____

Address: _____ **Suburb:** _____ **Postcode:** _____

Client Contact: _____ **Phone:** _____ **Fax:** _____

ACN: _____ **ABN:** _____ **Email:** _____

If Individual:- Drivers Licence Number: _____ **Date of Birth:** _____

Site Name: _____ **Site Number:** _____

Address: _____ **Suburb:** _____ **Postcode:** _____

Site Contact: _____ **Phone:** _____ **Fax:** _____

Keys Issued: Yes No **Quantity:** **ID Number:** **Gate/Door Access Code:**

Monitoring Company: _____ **Alarm Code:**

After Hours Contacts:	Name	User #	Phone 1	Phone 2
1				
2				
3				
4				
5				

Patrol Visits		Guard Hours		Estimated Patrol Time On Site per day: <input type="text"/> minutes (Inc Travel)		
N	D	Night	Day	<i>Prices are GST inclusive</i>		<i>GST</i>
Monday				Monitoring:	<input type="text"/> per Qtr/Month	<input type="text"/>
Tuesday				Installation:	<input type="text"/> Progressive/Completion	<input type="text"/>
Wednesday				Patrol Service:	<input type="text"/> per Month/_____	<input type="text"/>
Thursday				Guard Service:	<input type="text"/> per Month/_____	<input type="text"/>
Friday				Elect Maintenance:	<input type="text"/> per Month/_____	<input type="text"/>
Saturday				Corporate Services:	<input type="text"/> per Month/_____	<input type="text"/>
Sunday				Drug & Alcohol Testing:	<input type="text"/> per Month/_____	<input type="text"/>
P/Holiday				Other: _____	<input type="text"/> per Month/_____	<input type="text"/>

SPECIFIC REQUIREMENTS

TERM: Monthly 12 Months - Bronze 24 Months - Silver 36 Months - Gold

_____ Company (Provider) Representative	_____ Date
I am authorised to sign this agreement on behalf of the Applicant; (a) I have read, understand and accept the TERMS AND CONDITIONS on the reverse side of this document; (b) authorise the collection, use and disclosure of information obtained in connection with this agreement for commercial purposes; (c) declare that all the information is true and correct in every detail and I acknowledge that if credit, goods and services is given, credit, goods and services will be provided in reliance upon the information supplied by me herein.	
Signature: _____ (Authorised Person)	Full name: _____ Date: _____
Signature: _____	Full name: _____ Date: _____

All Tax Invoices are issued by, and payable to Lombard Group Australia PTY LTD A.C.N: 128 856 637 A.B.N: 95 340 292 872

Terms and Conditions

1. DEFINITIONS & INTERPRETATION

For the purpose of this document Lombard Group Australia Pty Ltd ("LGA") A.C.N. 128 856 637 is the credit provider for goods and services supplied to the Bureau/ Client/ Customer ("Applicant") under the trading names; Lombard Security Group ("LSG"), Toowoomba Property Protection ("TPP") and Control Room ("CR").

"Term" means the period selected by the Applicant on the first page of this Agreement commencing from the first day the service is provided.

"Commissioning" means Activation and/or commencement of service.

"Installation" means labour required to install equipment.

"Normal Business Hours" means 8.30am to 5.00pm Monday to Friday excluding Public Holidays.

2. WARRANTY

2.1. LGA warrants that any Products sold to the Applicant hereunder will upon delivery or Installation and Commissioning (as the case may be), be free from defects for a period of one (1) year on parts or three (3) months on labour from the date of invoice or Commissioning (as the case may be) and will be of the kind and quality specified in the product specification issued by LGA. If any such defect appears within the period, LGA will at its option, repair, replace or issue credit based on equitable adjustment based on price to purchase. Replacement parts or products will be furnished on an exchange basis and will be either reconditioned or new. All defective parts will be returned to LGA and will become the property of LGA. LGA will remedy free of charge any defective installation appearing within the period

2.2. The Applicant shall notify LGA in writing within Fourteen (14) days of the discovery of any relevant defects.

2.3. LGA shall promptly attend to such defects free of charge provided that LGA is satisfied that after delivery the product has been properly handled, carried, installed, stored, used and maintained and that the applicant has complied with any applicable recommendations of LGA and that the product has not been altered or modified in any way by any person. Where remedial work is required to be carried out outside normal business hours an additional charge may apply.

2.4. LGA will not be responsible for the non-performance or malfunction of or damage to any Product supplied by it to the Applicant arising from any of, or any combination of the following:

- (i) Adverse environmental conditions including without limiting the generality of the foregoing, electrical noise or electromagnetic radiation that may be directly coupled or induced in the products components, circuitry, power supply paths, single paths, communications paths; or
- (ii) The provision of utilities or services by the applicant or any third party which are not within the operating limits specified in the product specifications issued by LGA or the manufacturer of the product (or part thereof); or
- (iii) Inter-working with equipment, products or software not supplied or approved by LGA or any reconfiguration or modification by the applicant or any third party; or
- (iv) Careless use of the product by the applicant or use by unskilled or untrained employees, servants, agents or contractors of the applicant; or
- (v) Fire, flood, wind, water, lightning, impact or Act of GOD or other cause outside the control of LGA.

3. LIMITATION OF LIABILITY

3.1. Monitoring Service

(i) LGA cannot take any steps on receipt of an alarm signal except as directed by the applicant.

(ii) Security Monitoring Centre's are not approved Fire Monitoring Centre's and, whilst LGA will carry out the applicants instructions to the best of it's ability, LGA do not guarantee the response of any Government or Semi-Government department or Company or Emergency Service, including but not limited to Fire Brigade, Ambulance or Police.

(iii) LGA accept no liability for charges or fees by any Government or Semi-Government department or Company in relation to any response by an emergency service, including but not limited to Fire Brigade, Ambulance or Police.

3.2. Products and Services

(i) It is agreed that the sole obligation of LGA shall be to use its reasonable endeavours to provide the applicant with the products and services specified in the quotation.

(ii) All implied terms, warranties, guarantees and conditions are excluded from this Agreement except to the extent that they cannot lawfully be excluded.

(iii) Notwithstanding anything else contained in this document, the liability of LGA whether in contract or in tort or otherwise howsoever, in respect of all claims arising from breach of any of its obligations in connection with this agreement, from any negligence, misrepresentation or other act or omission on the part of LGA, its employees, servants, agents or contractors shall not in aggregate exceed the price of the Products or Services, whichever is applicable.

4. CREDIT

4.1. LGA may, if a payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.

4.2. The applicant(s) must inform LGA in writing within seven (7) days of any change of his/her their business or corporate structure.

4.3. LGA reserves the absolute right to refuse or withdraw the applicant(s) credit facilities and to suspend services at any time without notice in the event that the applicant is in breach of these terms and conditions.

4.4. All contracts and/or agreements between LGA and the Applicant shall be deemed to have been entered into in the State of Queensland and shall be construed according to the Laws of the State of Queensland.

4.5. LGA reserves the following rights in relation to any goods provided to the applicant by LGA until all accounts owed by the Applicant to LGA are fully paid:

- (i) legal ownership of the goods;
- (ii) to enter the Applicants premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- (iii) to keep or resell any goods repossessed pursuant to (2.) above;

4.6. If the goods are resold, or products manufactured using the goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represents the invoice 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 Credit Provider and

shall pay such amount to LGA upon request. Notwithstanding the provisions above LGA shall be entitled to maintain an action against the Applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.

4.7. The Applicant acknowledges that if the account is overdue LGA at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and the applicant agrees to be responsible and meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account.

4.8. Any signatory for a proprietary company Applicant shall be personally liable for the due performance of the Applicant's obligations as if the signatory was the Applicant's account including the payment of money which may be recovered.

4.9. Where the Applicant is a Company, the Guarantor (The directors of the Applicant) guarantees to LGA prompt performance in all of the applicant's obligations regarding the Applicant's account including the payment of money which may be recovered from the Guarantor as a liquidated debt. The Guarantor's liability is not affected by the granting of any time, forbearance or other concession by LGA to the Applicant or any Guarantor, any compromise with the Applicant or any Guarantor or the termination of the need for Goods or Services.

4.10. The Applicant acknowledges and agrees that the terms of payment are STRICTLY NETT CASH 7 days (or other terms as agreed) from the date of the invoice, and in the event the account becomes overdue, LGA reserves the right to charge an additional account administration fee at the applicable rate but no less than \$26.00 for outstanding amounts in accordance with the Penalty Interest Rates Act 1983 and The Consumer Credit Code.

4.11. The service fees may increase at anytime providing the Applicant receives one (1) months written notice however; where the Term is greater than eleven (11) months, three (3) months written notice is to be given. It is agreed that no notice will be given for CPI increases which may occur annually on the anniversary date of the Agreement.

5. TERMINATION

5.1 Upon expiration of the Term, this Agreement will continue on a month-to-month basis subject to termination by either party with one month's written notice.

5.2 Upon termination of this Agreement it is the Applicant's responsibility to;

- (i) ensure that the service is decommissioned, including the reprogramming of electronic equipment to prevent it reporting to LGA, thus ensuring that all communication costs are cancelled; and
- (ii) ensure that all LGA signage and stickers are removed from the site.

5.3 Upon termination of this Agreement, the Applicant will immediately pay to LGA;

- (i) all amounts due by the Applicant for the Term; and
- (ii) the amount of any direct loss or damage sustained by LGA as a result of the termination.

5.4 The Applicant cannot transfer any of its rights or obligations under this Agreement without the written approval of LGA.

5.5 LGA may transfer any of its rights under this Agreement.

5.6 Clause 4 survives termination of this Agreement.

Applicant Name:..... Signature:..... Date:.....