

TERMS AND CONDITIONS COVERING: SUPPLY, SERVICE, INSTALLATION, MONITORING & PAYMENT BY RED HANDED SECURITY

The following information has been written in every day English in order to simplify an understanding of our trading terms and conditions. If there is any aspect of our terms and conditions that you are not in agreement to, please contact us before proceeding with using the services of Red Handed Security. In the absence of such agreed-to variation, as a customer or potential customer, you agree to ACCEPT the stated terms and conditions below...

1. General

- a. Your services supplied by Red Handed Security are protected by both Common Law and Statute Law, including consumer protection laws, and all other warranties protected by Law.
- b. Red Handed Security use only quality goods and install/monitor in accordance to Industry best practices. However, Red Handed Security relies on its suppliers to maintain goods and services of a high standard. You shall be entitled to a replacement or refund of any goods supplied through Red Handed Security pursuant to that supported by warranties and guarantees from our suppliers. In regards to service provided by Red Handed Security, we stand behind what we do and comply with all laws and requirements pertaining to supply of service. In the event of a complaint or problem in regards to service provided by Red Handed Security, such complaints are to be made in writing within 14-days of the fault or concern becoming evident.
- c. The installation of a security system can be used to reduce the risk of property theft or damage, but it is NOT an insurance policy against these things. Every business and individual is responsible for insurance against foreseeable risks.

2. Installation

- a. There is no such thing as a perfect or faultless security system. All security systems and devices are predicated on being a risk management tool - no system can ever be undefeatable, moreover risk can be mitigated somewhat in proportionate to the client's budget for equipment and services. As no security system or device is designed to be standalone protection, it is strongly advised that all clients maintain appropriate insurance protection policies consistent to their risk and exposure.
- b. Unless otherwise specified in writing all works quoted or completed do not include costs associated with but not limited to: cutting of ways, trenching, backfilling, 240v mains connections, interfacing with heat or fire detection systems, platform hire, asbestos related costs, costs associated with Heritage Listings, networking and IT provisions or adjustments, the provision and arrangement of Static IP addresses, disposal of hazardous waste and any other cost which may arise, which a reasonable person would consider a result of an unreasonable impediment to the efficient and logical progression of works.
- c. Consistent to normal industry standards, any aspect of any quotation or completed works that relies on information supplied by the customer(s) or its represents, either express or implied, incurs unexpected or unanticipated costs as a result of the customer being inaccurate in the provision of such information may be subject to variation of costs at the absolute discretion of Red Handed Security.
- d. Should there be any delay caused in the program of works that is outside the reasonable control of Red Handed Security, such as extreme weather, natural disaster, mass transport disruptions, civil unrest, traffic collision, or any other such event, Red Handed Security will be entitled to a reasonable extension of time to complete the program of works.
- e. In the event of delays in any program of works be caused by the customer or their agent Red Handed Security is entitled to vary costs accordingly at their absolute discretion.
- f. Unless otherwise specified the customer is required to allow unimpeded access to their site during business hours for completion of works. In the event of access being restricted or refused Red Handed Security shall be entitled to vary costs accordingly at their absolute discretion.
- g. In the event of a customer site found to be unsafe due to undeclared asbestos, hazardous materials, civil unrest, extreme weather, natural disaster or any other event whatsoever outside the control of Red Handed Security it reserves the right not to attend the site until the situation is resolved.
- h. Except as otherwise protected by law, Red Handed Security shall not be liable for any claims of a liquidated or unliquidated nature, including loss of earnings or claim for other remedy.

3. Monitoring:

- a. The client understands alarm monitoring is a risk minimisation tool that cannot eliminate all risk. It is not a replacement for appropriate insurance and all clients are strongly advised to carry appropriate insurances.
- b. Under the following circumstances alarm monitoring will not work and the Control Room will not contact the client:
 - If intruders pre-emptively cut the telephone line on sites that have telephone line monitoring only.
 - If the alarm panel has suffered undiagnosed lightning or water damage immediately preceding the intrusion.
 - If there has been a generalised mobile network failure on sites where a GSM/GPRS dialer is used exclusively.
 - If the client has neglected to arm the alarm.
- c. It is the responsibility of the client to maintain the accuracy of their monitoring instructions. Red Handed Security accepts no responsibility for consequences arising from out of date, incorrect, incomplete, unclear, conflicting or contradictory instructions. It is the responsibility of the customer to advise of any changes to alarm contacts, including but not limited to: "being overseas", "changing phone numbers".
- d. Alarm Contact list passwords are only requested when there has not been a recent valid disarming and the phone call has been placed to the site landline. If the customer requires password validation at all times must be communicated in writing to Red Handed Security.
- e. Red Handed Security will only contact Emergency Services when this is in accordance with current Emergency Service Protocols. It is the decision of the Emergency Services Contact Centre whether or not to dispatch resources. Any cost incurred for Emergency Service attendance are to be borne by the client.
- f. Red Handed Security will not take any action on an alarm system event unless this is expressly requested in the monitoring instructions.
- g. If a patrol response is requested by the client or is enacted by the monitoring instructions the patrol response will be enacted within the requirements of Guard and Patrol Security Services Standard (AS/NZS 4421). In the event of extreme weather, natural disaster, mass transport disruptions, civil unrest, traffic collision, or any other such event these response times may not be met.
- h. Once on site the guard will make all reasonable efforts to determine whether the alarm event has occurred due to a genuine intrusion or false alarm. When provided with keys and access to the site the guard will perform an internal patrol and reset the alarm. When the guard has no greater than public access to the site they will perform the most thorough patrol possible in the circumstances. Guards are not permitted to jump fences and will only enter sites when it is judged safe to do so.
- i. If a break in has occurred the guard will remain on site until the customer can be contacted for further instructions.
- j. Red Handed Security monitors both alarms installed by Red Handed Security and alarms installed by other providers. Whilst alarm equipment is in general highly reliable it is imperative that the client conduct weekly tests of the equipment, in consultation with the Control Room. Red Handed Security can provide chargeable regular maintenance of alarm systems. Red Handed Security bears no responsibility for client failure to regularly test the function of their alarm system.

4. Payment:

- a. Unless otherwise specified in writing payment is due on day of installation.
- b. All equipment remains the property of Red Handed Security until full payment is received. Warranty is void until full payment is received. Unless otherwise specified in writing the maximum invoice amount payable by credit card without 2% surcharge is \$5000.
- c. Red Handed Security reserves the right to refer debts that are outside of terms to third party debt recovery contractors and the client agrees to meet the additional costs related to collection, including interest and professional fees.
- d. In the event of persistent non-payment of outstanding invoices Red Handed Security reserves the right to cancel services including but not limited to: monitoring, planned guard patrols, alarm responses, service, maintenance and installation work.
- e. In the event that a client's services are to be cancelled all reasonable efforts will be made to make the client aware of this cancellation. Red Handed Security accepts no responsibility for consequences of such cancellations, regardless of whether our reasonable efforts to inform the client of the cancellation are successful or not.