



## 1. INTERPRETATION

**1.1** In this agreement unless the context shall otherwise require:

(a) "We/Us/Our" is defined as Dawson Family Enterprises Pty Ltd Trading as North East Security Group

(b) "You/Your" is as defined as the 'customer' or 'client' within the agreement.

(c) Security Service means security services of Static Guarding, Random Patrolling and Alarm attendance for security systems not monitored by Us and or as described under the Scope of Security Services within this agreement.

(d) Commencement Date means the Start Date on the agreement or on the date the services are able to commence after the required site safety assessment. Whichever is the later.

(e) Emergency means an occurrence at the Premises of which the Company's representative becomes aware during an attendance and which the representative reasonably believes could adversely affect the security of the Premises.

(f) Customer Contact means the person or persons specified as persons to be contacted in case of Emergency on the first page of this agreement.

(g) Exceptional Circumstances means any failure by Us to provide a service required under this agreement due to strikes, labour disputes, fires, floods, accidents, invasions, riots, mobs, wars, national emergencies; embargoes or restraints, extreme Weather or traffic conditions, car breakdowns, temporary closure of road, and broken keys.

(h) Operational Circumstances means failure by Us to provide a service required under this agreement due to inadequate management planning and control on the part of the Company, including circumstances such as the temporary incorrect alignment of customers' requirements to resources, an unsatisfactory understanding of a customers' requirements, inadequate training and unacceptable levels of work performance by employees of the Company.

**1.2** Applicable Law. This agreement shall be subject to the laws of the State in which the Premises are located and the parties submit to the jurisdiction of the Courts of that State.

**1.3** Entire Agreement. The terms of this agreement completely state the rights and obligations of the parties regarding the services provided under this agreement.



**1.4** 'Notice Period' is defined as 7 days, unless the following Agreement type applies:

(a) Yearly or longer Agreements: Agreements defined as having a year's duration or more: 60 days notice period applies.

(b) Month to month Agreements: Agreements defined as having a Month's duration: 30 days notice period applies.

(c) Week to Week Agreements: Agreements defined as having a Week's duration: 7 days notice period applies.

(d) Ad hoc Agreements: Agreements that are for specific work of less than two Weeks duration are defined as casual: 1 business days notice period applies.

## **2. PROVISION OF SECURITY SERVICES**

**2.1** North East Security Group offers manpower security services inclusive of Static Guards, Crowd Control, Cash in transit, ATM FLM, patrols, valuables escorts, investigations and personal protective services. We at any time may use Licensees and or Subcontractors to provide all or part of the services.

**2.2** We will commence the Security Services on the Commencement Date and will provide the Security services throughout the term of this agreement.

**2.3** We will use all reasonable efforts to notify Your Contact in the event of an Emergency by telephone as soon as practicable. Once Your contact has been informed, Our responsibility in respect of the Emergency will have been fulfilled.

**2.4** You have tasked by Us to deliver security services as described in the agreement.

**2.5** Subject to clauses 10.1, 10.2, 10.3, 10.4, this agreement shall continue for the period specified within the agreement ("the initial term") and on the expiry of the Initial Term shall continue until terminated by You or Us.

## **3. PAYMENT TERMS**

**3.1** We may make such enquires as We consider necessary to determine the credit worthiness of You. You hereby authorise any other organisation to provide such credit related information to Us as required. Any Agreement is subject to Our absolute discretion to terminate on the grounds of credit worthiness.

**3.2** You shall pay Us the fees specified in this agreement within 14 days of the date of invoice.

**3.3** If You do not pay the invoice in accordance with Clause 3.2, We may with 14 days written notice:

(a) suspend all work required to be undertaken by Us under this agreement; and/or

(b) terminate this agreement if You breach the terms and conditions with all outstanding amounts to remain as a debt due and payable by You to Us.

**3.4** You may not set off or contra charge any monies owing under the agreement.

**3.5** During the Initial Term We shall be entitled to vary the fees specified in this agreement from time to time where there have been changes to



  
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awards, insurances and statutory rates and requirements with written notice of a minimum of the Notice Period.

**3.6** After the Initial Term, We shall be entitled to vary the fees specified in this agreement with written notice of a minimum of the Notice Period.

#### **4. ENTRY TO PREMISES**

**4.1** You authorise Us and Our representatives to enter the Premises nominated within this agreement, for the purposes of this agreement.

#### **5. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS**

**5.1** Except where otherwise provided in this agreement You agree that You will:

- (a) be liable for any breach of this agreement committed by You,
- (b) pay Us interest on overdue monies at the rate for the time being published by the Commonwealth Bank of Australia for overdrafts, under \$100,000.00 interest to be calculated on daily balances;
- (c) ensure the Premises will at all times be a safe working environment and without limitation shall not contain asbestos or similar hazards or any infections or building diseases.

**5.2** You acknowledge and agree that:

- (a) You have not relied on any representation or warranty except as set out in this Agreement;
- (b) It is reasonable for Us to limit Our liability in the manner set out in this Agreement;
- (c) The Fees charged by Us under this Agreement are based solely on the value of services provided and are not related to the value of Your property or the property of others located on the Premises;
- (d) We have relied on information which You have supplied to set charges and tailor services. You warrant that this information is accurate.
- (e) Payment of fees due to Us within the period agreed between the parties is a fundamental term of this agreement and that to the maximum extent permitted by law We shall have no liability whatsoever to You in respect of any act or omission on the part of Us for any work required to be undertaken' by Us under this agreement if the circumstances or event which would otherwise give rise to liability occurs at a time when you are in breach of your payment obligations to Us;
- (f) We are not an insurer of the Premise or other property and risks, that the services provided under this agreement cannot be guaranteed to prevent all or any unauthorised entry, loss or damage at the Premises and that it is extremely advisable for You to effect and maintain all normal and prudent insurance policies in respect of all usual risks including fire, burglary, theft and consequential loss and damage;
- (g) Our employees shall not be required to carry out any duties of a strike bearing nature.

**5.3.**



  
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Refunds – as our service is a post-paid service, the payment of the invoice issued is acceptance the service was delivered to your satisfaction. No refunds will be applicable unless required under relevant state or commonwealth consumer legislation.

## 6. EXTRA WORK

**6.1** All services performed provided by Us which are not specifically referred to in this agreement shall constitute Extra Work.

**6.2** Where You ask Us to perform work or provide materials which constitute Extra Work and We agree to such request then the provisions of this agreement shall apply to that Extra work and You shall pay for the Extra work at the following rate:

(a) where We have quoted an amount prior to performing or providing the Extra Work, the amount quoted; and

(b) where We have not given any such quote, an amount calculated for work done at Our standard rates for such work.

**6.3** All risk for work not in the nature of the Security Services rests with you.

## 7. HOLDING AND TRANSPORT OF VALUABLES

**7.1** We and You hereby expressly acknowledge and agree that in respect of any services undertaken by Us involving the safeguard of keys or valuables of Yours on Your behalf:

(a) You shall take out adequate insurance to protect the goods against all usual risks while under the Company's care and control.

(b) The safeguarding of keys by Us shall cease at termination. We shall have right to destroy keys or return keys at the Your cost.

**7.2** The services covered by this agreement expressly exclude the carriage or delivery of any client property, with exception of keys. All risks arising from any carriage of client goods or actions of a non-security nature on behalf of You, remains with You.

## 8. LIMITATION OF LIABILITY

**8.1** It is agreed that Our sole obligation shall be to use our best endeavours to provide You with the Security Services.

(a) In the event that We breach our obligations under this agreement, We shall:

(i) in the matter of a service breach, at Our election, re-supply the services in dispute or pay the cost of having the services in dispute supplied again.

(ii) in the matter of key holding breach, pay the cost of replacement or repair of keys to a maximum value of \$1,000.

(iii) where the breach relates to a failure or failures to attend the Premises due to Operational Circumstances, provide for the automatic refund or credit to You on a monthly basis an amount equivalent to the relevant attendance fee for any attendance to which you were entitled, however such entitlement may be assessed, but did not receive.

(b) Subject to clause 8.1(a), You shall notify Us in writing of any claim within 14 days of the day on which You became aware of our ought to



  
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have become aware of the existence of such claim. If no such notice is given, You will be deemed to have waived and abandoned completely any such claim which after the expiration of such 14 day period shall not be allowable or admitted. Time shall be of the essence in this clause.

(c) Our total liability under this agreement to You, whether in contract, tort (including negligence) or otherwise is to the extent permitted by law expressed in this clause and We shall have no further or other liability to You whether for consequential loss or any other loss, whatsoever.

**8.2** You shall keep Us indemnified at all times against all loss arising from claims made against Us, by a third party with respect to any theft, loss, damage, destruction, death or injury occurring in or upon the Premises arising out of or any way relating to the provision or failure to provide the Security Services except in the case of negligence by Us, Our employees or agents.

## **9. WAIVER**

**9.1** The failure of Us to exercise or any delay in exercising any right power or privilege available to it under this agreement will not operate as a waiver or preclude any other or further exercise of any right, power or privilege under this agreement.

## **10. TERMINATION**

**10.1** The parties agree that any breach by You of any provision of this agreement which is not rectified within 7 days of written notification shall entitle Us to terminate this agreement.

**10.2** If at any time We terminate this agreement in accordance with 10.1, You shall pay We an additional early termination fee equivalent to the Notice Period normal fees plus reimbursement of the residual of any security service specific one off costs.

**10.3** You shall be entitled to terminate this agreement before expiry of the term of this agreement provided You pay to Us an additional early termination fee equivalent to the Notice Period normal fees plus reimbursement of the residual of any security service specific one off costs.

**10.4** After the Initial Term, You shall be entitled to terminate this agreement on written notice of a minimum of the Notice Period.

## **11. FORCE MAJEURE**

**11.1** Any failure or delay in performance of any obligations under this agreement by Us, will not be deemed to be a breach of this Agreement if that failure or delay is due to Exceptional Circumstances.

## **12. GENERAL PROVISIONS**

**12.1** Notice. Either party may give the other notice under this agreement by letter or facsimile addressed in the case of a letter at the address last known giving the notice and any such notices shall be considered given when the letter or facsimile would have been delivered in the ordinary course of post or transmission. Notice Address Our notice address is always 4/90 Keppell Street, Bathurst or Fax 02 6331 3017

**12.2** Assignment. You shall not assign its interests in this agreement without



  
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Our prior written consent. We shall be entitled at any time to assign, subcontract or license any part of its rights and obligations under this agreement.

**12.3 Shared Service.** All patrol and alarm response services are shared services. Conflicting shared service requirements between client requirements may delay or preclude attendance. Where a missed call is due to consequences of the shared nature of the Patrol Service or Alarm Response or is due to exceptional circumstances beyond Our control, We reserve the right to charge for these services.

**12.4 Privacy.** You accept that for security purposes We may voice record telephone conversations with Our Security Control and Customer Service functions, regardless of origin of the call.

**12.5 GST.** Where any Supply under these terms and conditions is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that supply shall be added to the amount exclusive of GST paid or payable for that supply under these terms and conditions: This provision shall apply notwithstanding any other clause of these terms and conditions: Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under these terms and conditions

### **13. DISCLOSURE AND USE OF PERSONAL INFORMATION**

**13.1** Subject to clause 13, by entering into this Agreement, You agree and acknowledge that We may forward to You from time to time promotional material and information regarding any of Our security goods and services.

**13.2** We will not forward promotional material and information for Our security goods and services or any other information if You have informed Us that You do not wish to receive such information by signing and presenting us with a statement to this effect.

**13.3** We collect Your personal information for the purpose of providing You with Our security products and systems. We may disclose Your personal information to other organisations that assist Us in the provision of these services. You may gain access to this information up on request. You can contact Us at 4/90 Keppell Street, Bathurst NSW 2795. Should You wish, You may view Chubb's Privacy Policy at [www.chubb.com.au](http://www.chubb.com.au) or call 1300 782 300 to receive a printed copy.



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