



Agreement No.:

Alarm Monitoring Service Agreement

Australian Security Industry Association Limited ABN 91 000 813 365

Agreement Between

ABN:

(herein ASIAL Member)

And Customer

ABN:

(herein Customer)

Of

Billing Address:

Transaction Details | Recurring Service Domestic Premises Commercial Premises

Monitored Services | Burglary Smoke Panic Duress Medical Perimeter Other _____

Hardware Installed | Alarm CCTV Access Control Other _____ New/Existing

Recurring services to be provided	Monitoring	\$	per month	Supervised (open/close)	\$	per month
	Comprehensive Maintenance	\$	per month	Reports	\$	per month
	Patrol Response	\$	per visit	Routine Inspection	\$	per visit
	Smoke Monitoring	\$	per month	Other _____	\$	

System Operation Refer member's commissioning sheet **Customer Account No.:**

Sale, installation and/or recurring charges	SALE OR INSTALLATION CHARGES (if new system)		RECURRING MONITORING SERVICE CHARGES	
		\$	Billing frequency: <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> other _____	
		\$	Monitoring	\$
	New System TOTAL (inc gst)	\$	Total other recurring services	\$
		\$	Administration fee (if invoices req'd)	\$
	Deposit received	\$	Recurring Monitoring Service Charge Total	\$
	BALANCE DUE	\$	Number of months Agreement Term	

Communications Network Charges are included in the Monitoring Charges. Yes No
All charges include GST.

IN ALL STATES AND TERRITORIES, EXCEPT VICTORIA

THIS AGREEMENT IS SUBJECT TO A COOLING-OFF PERIOD OF 10 DAYS

In Victoria – "Important Notice to the purchaser (customer): you have a right to cancel this agreement within 5 clear business days. Important details about your rights are set out in the termination notice provided by the member."

ASIAL MEMBER

Name of Authorised Member Representative or Agent (print)

Representative Signature

Date: / /

Position

Security Licence No:

CUSTOMER ACCEPTANCE: I am authorised to sign this Agreement on behalf of the Customer: (a) I have read and accepted the standard Terms and Conditions of the Alarm Monitoring Service Agreement (b) have received statements/notices as prescribed by the law; (c) promise that the Customer and Payment details disclosed are correct; (d) authorise the collection, use and disclosure of any information obtained in connection with this Agreement for commercial purposes; (e) agree that a commission may be paid to any person who introduces the Customer. The Australian Security Industry Association Limited ABN 91 000 813 365 ("ASIAL") is not a party to this Agreement. I/We acknowledges that ASIAL is under no obligation to provide any service to Customer. ASIAL is not responsible for any act or omission of an ASIAL member. This Agreement is subject to the laws of Australia

Name of Authorised Customer Representative:

Signature:

I have read and accepted the standard Terms and Conditions of the Alarm Monitoring Service Agreement

Position:

Date:

PRIVACY CLAUSE: Personal Information is collected for the primary purpose of processing orders and providing the Monitoring Service. It is never sold or rented, however, if Customer ticks the box below he/she does not consent to the use of personal information for marketing purposes by Monitoring Company and its related companies. Customer may withdraw consent at any time in writing. If a written Privacy Policy is required by law, a copy of the policy may be obtained by contacting the Monitoring Company. I/we DO NOT consent to the use of my/our personal information for marketing purposes. Yes No

METHOD OF PAYMENT: Credit Card Invoice Other

CREDIT CARD PAYMENT: Until further notice, I/We authorise the charging of the agreed Monitoring Fees to my/our credit card.

CARD TYPE

Bankcard Mastercard Visa AMEX Diners

Card Holder's Signature

CARD NUMBER

EXPIRY DATE

NAME ON CARD

1. DEFINITIONS & INTERPRETATION

“Alarm” means the alarm system installed in the alarmed premises described in the Commissioning Sheet.

“Commissioning Sheet” means the written instructions from Customer to the ASIAL Member detailing equipment response procedures and Customer’s voice codes or passwords.

“Monitoring Service” means around-the-clock monitoring of the Alarm for alarm signals and, if selected by the Customer, opening and closing signals and/or other security services.

“Term” means the period selected by the Customer overleaf commencing from the day the Monitoring Service is first provided after the expiration of the cooling-off period.

This Agreement will be interpreted so as to be consistent with the law and should any provisions of the Agreement be inconsistent with the law, then the same shall be severed so as to permit the balance of the Agreement to operate to the fullest extent permitted by law.

2. MONITORING SERVICE

The Member agrees to use due care and skill to provide the Monitoring Service during the Term for alarm signals and/or other recurring services selected by the Customer.

The Customer acknowledges that the Member does not warrant that the Monitoring Service will render the alarmed premises or any occupant of the alarmed premises secure.

The Member will action alarm signals emanating from the Alarm in accordance with the Commissioning Sheet.

The Member will use its best endeavours to engage a patrol response contractor to provide a timely response to actionable alarm signals, however, makes no warranty that patrol response will be available at any time, if at all. The Member will not be liable for any loss or damage the Customer may suffer in connection with any response or the absence of any Alarm response.

The Customer acknowledges that independent contractors, where available, may provide patrol response. Accordingly, patrol response fees may vary from area to area and during the course of the Term. The Customer agrees to promptly pay or reimburse the Member for patrol response fees, which may include an administration fee. The Member will advise the Customer of applicable patrol response fees upon request by the Customer.

The Customer agrees that the Monitoring

Company may record all telephone conversations or other communications with the monitoring station.

The Member discloses that any providers of a monitoring service may receive a rebate from the telephone service provider.

3. CUSTOMER'S RESPONSIBILITIES

The Customer will immediately advise the Member, in writing, of any changes to the Commissioning Sheet.

The Customer will at their cost maintain the Alarm in good working order in accordance with manufacturer’s requirements, including recharging or replacing batteries on a timely basis. The obligations of the Member to provide the Monitoring Service and to action alarm signals are conditional upon the Alarm being operational, in accordance with the manufacturer’s requirements, to the satisfaction of the Member.

The Customer will ensure that all voice codes, passwords, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the alarmed premises.

The Customer cannot transfer or try to transfer the right to receive the Monitoring Service or any other right under this Agreement to anyone else. The Member may transfer any of its rights under this Agreement.

4. MONITORING SERVICE CHARGES

The Customer will pay the Member the monitoring fees by the method selected by the Customer overleaf. The Member will not process the payment of the first period’s monitoring fee until after the expiration of any applicable cooling-off period.

Where payment by credit card is selected, the Member will arrange for the credit card provider to debit the Customer’s account as instructed by the Customer overleaf.

Where payment by invoice is selected, the Customer will pay invoiced amount within 14 days of the date of the invoice.

The monitoring fee may increase at any time providing the Customer receives three–(3) months’ written notice.

The Customer will pay on demand any goods and services tax (“GST” or “other”) payable in respect of any services provided to the Customer pursuant to this Agreement.

The Customer will pay on demand a fee of \$25.00, to cover bank and/or administration charges, whenever a monitoring fee is not paid as and when due. The Member may collect this fee directly from the Customer or may act with the Customer’s credit card provider or Financial

Institution to collect the fee.

5. TERMINATION

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.

The Member, at its discretion, may immediately suspend the Monitoring Service or terminate this Agreement where the Customer does not pay any fee or other money payable by the Customer when due, or otherwise breaches any of the Customer’s obligations under this Agreement.

On termination of this Agreement by the Member, the Customer’s right to receive the Monitoring Service will cease and:

The Customer will immediately pay to the Member all amounts due by the Customer for the Term; and

The Member may recover from the Customer the amount of any direct loss or damage sustained as a result of the termination.

On termination of the Monitoring Service, it is the Customer’s responsibility to ensure that an alternative service is arranged if required, and the panel is deprogrammed to stop reporting to the Member thus ensuring all communication costs are cancelled. Any signals received after the termination of the Monitoring Service will not be treated as critical and would not be actioned by the Member.

6. INDEMNITIES AND LIMITATION OF ANY LIABILITY ACKNOWLEDGEMENT

The Customer is solely responsible for all direct and consequential loss or damage which the Customer may suffer, whether arising from the Member’s negligence or otherwise resulting from:

- Any cause whatever, including provision of or failure to provide the Monitoring Service; or
- The Customer’s use of or reliance upon the Monitoring Service including patrol response.

The liability of the Member (if any) in connection with this Agreement (including liability for negligence) is limited to the cost of supplying the Monitoring Service again.

The Member is not liable for any loss or damage the Customer may suffer if the Member cannot do what it has promised because of events beyond its reasonable control.

Clause 6 survives termination of this Agreement.