

1. TERM

- 1.1. This CSA commences on the Effective Date.
- 1.2. For FlexiPlans, this CSA continues on a month to month basis until such time as either party gives the other one (1) month's prior notice in writing of termination.
- 1.3. For TermPlans, this CSA continues until the end of the Initial Term and then will automatically renew on a month to month basis until such time as either party gives the other one (1) month's prior notice of termination. The Client may terminate this CSA during the Initial Term by giving one (1) months' notice to Chubb however Early Termination Fees apply in accordance with clause 12 below.
- 1.4. Chubb will give notice to the Client prior to the expiry date advising them of the automatic renewal, and providing for the Client to opt for termination on the expiry date instead.

1A. COOLING OFF PERIOD

- 1A.1 This CSA may be subject to a Cooling Off Period in accordance with the applicable legislation regarding unsolicited consumer agreements (as this term is defined in the *Competition and Consumer Act 2010* (Cth)).
- 1A.2 Where a Cooling Off Period applies:
 - 1) Chubb will not accept any payment during the Cooling Off Period;
 - 2) Chubb will not provide any Security Services during the Cooling Off Period;
 - 3) Chubb will not supply any Equipment exceeding five hundred Australian Dollars (\$500) in value during the Cooling Off Period;
 - 4) the Client may cancel this CSA within this period without penalty by giving Chubb notice verbally or in writing. The Client may use the notice in the prescribed form contained in the CSA.
- 1A.3 If the Client cancels this CSA during the Cooling Off Period and Equipment was supplied during that period, the Client agrees to provide Chubb with reasonable access to the Site during Standard Hours to remove the Equipment within thirty (30) days of cancellation. Failure to provide Chubb with such access will result in the Client being invoiced for the cost of the Equipment.

2. INSTALLATION OF EQUIPMENT AND WARRANTY

- 2.1.
 - 1) Where Optional Equipment Installation has been elected, Chubb will install the Equipment at the Site on the Commissioning Date. The Client must pay Chubb for the Equipment and for Optional Equipment Installation in the manner specified in the CSA (Part G).
 - 2) All structural alterations to the Site and the provision of 240/250 mains power connections are not included in the Optional Equipment Installation and additional charges will apply, unless specified otherwise in the CSA (Part E).
 - 3) Except where the Client has selected Optional GPRS Monitoring (Telstra Secure) or Optional GSM Monitoring, all telecommunications connections with a Carrier required for the Equipment will be arranged directly with the Carrier and paid for by the Client to the Carrier.
 - 4) Chubb warrants that the Equipment will be free from defects for the Warranty Period and Chubb will perform all Warranty Work to rectify such defects during the Warranty Period.
- 2.2 If the Client experiences any operational faults or defects in the Equipment during the Warranty Period, the Client must contact Chubb as soon as practicable to permit Chubb to carry out the Warranty Work, Optional Preventative Maintenance or Additional Services as required.
- 2.3 The Client agrees and acknowledges that the Client is solely liable for and will bear the cost of replacement batteries, light bulbs and any other such consumable items required for the use and operation of the Equipment, including during the Warranty Period. The Client also acknowledges and agrees that Chubb is not liable to repair or replace the Equipment or any part thereof where repair or replacement is required due to fair wear and tear.
- 2.4 The Client agrees and acknowledges that any misuse, unauthorised removal or reinstallation of, interference with or work on, the Equipment, will void the manufacturer's and/or extended warranty for the Equipment.

3. PROVISION OF SECURITY SERVICES

- 3.1 Chubb will provide the Security Services to the Client for the Term.
- 3.2 If, at any time during the Initial Term, Chubb becomes unable to provide the Security Services to the Client due to reasons or circumstances beyond Chubb's control, Chubb will notify the Client immediately and, at the election of the Client, either refund any Fees paid for those Security Services which cannot be provided, and terminate this CSA with immediate effect and waive the payment of any Early Termination Fees (provided that where an Optional Service is no longer being provided by Chubb, that Optional Service was elected by the Client at the time of the Agreement Date). For the avoidance of doubt, the Client will still be required to pay to Chubb any Fees due and payable on account of Security Services performed up to the date of the termination.
- 3.3 The Standard Services will be carried out within the Standard Hours.
- 3.4 The Fees for the Security Services are based upon Chubb having free and unobstructed access to the Site during Standard Hours and on the Optional Equipment Installation being capable of being executed in a continuous sequence. If access is impeded or interrupted, additional charges may apply and be payable by the Client to Chubb.
- 3.5 Chubb and the Client must respectively comply with, amongst other things, all building and safety laws and regulations applicable to the Site.

4. PROVISION OF MONITORING

- 4.1 The Client acknowledges and agrees that:
 - 1) Chubb will not take any action on receiving a System Event except as specifically and explicitly directed by the Client in the Monitoring Instructions;
 - 2) the Client is responsible to ensure that the Monitoring Instructions to Chubb are at all times current, correct and tailored to suit the Client's individual requirements;
 - 3) Chubb will use all due care and skill to comply with the Monitoring Instructions;
 - 4) any expenses charged by any Emergency Services notified by the Monitoring Provider in accordance with this CSA must be paid by the Client (including false alarms);
 - 5) Emergency Services will not be contacted unless specifically and explicitly directed in the Monitoring Instructions and then only in a manner consistent with prevailing Emergency Services procedures relevant to the location of the Site. The Client is advised that in some Australian locations, Emergency Services may only attend in limited circumstances which change from time to time outside Chubb's control. Where the Monitoring Instructions and prevailing Emergency

Services Protocols [definition needed] conflict, the Emergency Services Protocols shall prevail every time, and in such event Chubb will not be liable in any way to the Client for failure to comply with the Monitoring Instructions;

- 6) for Optional Alarm Response Services:
- a. Optional Alarm Response Services will be dispatched only in accordance with the Monitoring Instructions;
 - b. each Optional Alarm Response Service will be charged at the Optional Alarm Response Services Provider's standard rates for those services at the time of request unless otherwise specified in the CSA (Part D). Current standard rates are available on request and generally comprise a call out flat fee and a per minute charge rate for attendance at the Site;
 - c. The Alarm Response Officer will, on attendance at the Site in response to a System Event:
 - i. visually inspect all points of entry where access is unhindered;
 - ii. visually inspect all glazed areas on ground level where access is unhindered;
 - iii. report any observed security breaches to the Monitoring Provider;
 - iv. implement nominated after hours instructions (if any);
 - v. provide an attendance report to Chubb; and
 - vi. only if the Alarm Response Officer holds keys and codes for the Site, will also if and as directed in the Monitoring Instructions:
 - a) inspect internal alarmed areas;
 - b) re-arm or re-set the alarm panel in the Equipment; and
 - c) if expressly instructed by the NC, use best endeavours to engage a Guard Service to resecure the Site at the Client's cost. Placement of guard will result in a minimum four (4) hour charge at standard rates applicable at the time.
 - d. The Alarm Response Officer will not:
 - i. apprehend offenders where there is a potential safety risk or enter an area of potential risk; or
 - ii. in cases where the Alarm Response Officer does not hold keys to the Site; will not enter the Site including entry through secured gates or into areas where access cannot be gained, or re-arm the Equipment.
 - e. Should the Alarm Response Officer detect a security breach or break and enter the Alarm Response Officer will:
 - i. contact the Monitoring Provider with details of the break and enter. The Monitoring Provider will attempt to contact a NC to seek instructions;
 - ii. conduct a visual check of the break and enter area, if practical, lawful and instructed to do so attempt to secure the crime scene and assist in ensuring potential evidence is not destroyed or compromised; and
 - iii. await the attendance of Emergency Services or the NC and not leave until authorised to do so by the Monitoring Provider or the NC; and
 - iv. take appropriate action to minimise loss and/or damage as per the NC's instructions and at the Client's cost.
 - f. Alarm Response Services are shared with other customers of Chubb and the Client agrees and acknowledges that exceptionally busy periods and/or unforeseen circumstances may occasionally prevent attendance at a Client's premises.
- 7) For Optional Duress Alarms, if incorporated as part of the Equipment, the Client acknowledges and agrees that a duress System Event will not result in automatic notification to Emergency Services or their attendance at the Site.
- 8) For Optional Smoke Alarm Services, where a smoke detector alarm System Event is received, Chubb will use reasonable endeavours to contact the fire brigade if the Client has specifically and explicitly requested such Emergency Services procedures as part of the Monitoring Instructions.
- 4.2 If the Monitoring Instructions contain manifestly wrong information or are manifestly inconsistent with the Security Services, the Client authorises Chubb to correct the wrong information or inconsistent Monitoring Instructions to the extent Chubb is able and such corrected information or instructions shall constitute the Monitoring Instructions to Chubb. Chubb will notify the Client either in writing or verbally of the corrected information as soon as practicable.

5 PROVISION OF WARRANTY AND PREVENTATIVE MAINTENANCE SERVICES

- 5.1 Warranty Work and Optional Preventative Maintenance will be performed when reasonably requested by the Client during Standard Hours unless otherwise agreed.
- 5.2 If, after the expiry of the Warranty Period, the Client requests (either in person or via telephone) Chubb to diagnose and rectify a defect in the Equipment, Chubb may charge the Client a fee for such diagnosis, rectification or advice at its standard rates published by Chubb from time to time.
- 5.3 Chubb will not be liable for any claims made for injury, loss or damage caused to the Client, resulting from Chubb's failure to provide the Warranty Work, Optional Preventative Maintenance or if the Client fails to give Chubb access to the Site.
- 5.4 Where the Client has requested Optional Preventative Maintenance and Chubb made reasonable attempts to provide the service, but the Client fails to give Chubb access to the Site within ninety (90) days from the due date of Operational Preventative Maintenance, as set out in this CSA, then Chubb is under no obligation to refund to the Client the fees for the unused Optional Preventative Maintenance.

6 TESTING AND DEFECTS The Client must:

- (1) carry out regular monthly testing of the Equipment and/or Pre-Existing Equipment and its connection with the Monitoring Provider, comply with all operating and maintenance instructions for the Equipment and/or Pre-Existing Equipment and otherwise do all things reasonably required to maintain the Equipment and/or Pre-Existing Equipment in good working condition. On the Commissioning Date, a user manual will be provided to the Client which also details the testing requirements of the Equipment;
- (2) immediately notify Chubb of any defects in the Equipment or Pre-Existing Equipment discovered during testing or after testing; and
- (3) promptly notify Chubb if the use, characteristics or layout of the Site changes from that existing at the Commissioning Date.

6.2 The Client must:

- (1) promptly notify Chubb of any break-in or attempted break-in to the Site;
- (2) allow Chubb access to the Site whenever Chubb reasonably requires for testing the Equipment (or Pre-Existing Equipment) and its operational performance;
- (3) not place any direct or indirect obstacles in front of the Equipment or Pre-Existing Equipment detectors as such action will either partially or completely restrict the effectiveness of the Equipment or Pre-Existing Equipment; and

- (4) immediately notify Chubb if the Client detects a fault in the Equipment.

7 ADDITIONAL SERVICES

- 7.1 If the Client requests Chubb to provide Additional Services, and Chubb agrees, the terms of this CSA apply to the Additional Services and the Client must pay for the Additional Services:
- (2) at the following rate, if Chubb:
 - a) has quoted an amount before providing the Additional Services, the amount quoted; or
 - b) has not given any quote, an amount calculated for the Additional Services provided at Chubb's standard rates for such work;
 - (3) Chubb will provide an estimated time to complete the Additional Services based on the description of the likely Additional Services that will be required.

8 DECOMMISSIONING

- 8.1 The Client acknowledges and agrees that upon the expiry of the Term or earlier or subsequent termination of this CSA (where exercised by the Client), the Client must arrange at its cost for Decommissioning of the alarm dialler component of the Equipment. Decommissioning is recommended on the cessation of Monitoring in order to prevent System Events being directed to the Monitoring Provider and being charged to the current owner or occupier of the Site.
- 8.2 As a precondition to Chubb providing the Security Services under this CSA, upon the cancellation of the Security Services or subsequent termination of the CSA the Client agrees to decommission the system as directed in Part F of the CSA.
- 8.3 Where the Client does not sign Part F relating to Decommissioning, the Client agrees to indemnify Chubb and keep Chubb indemnified against all costs and expenses incurred directly or indirectly by Chubb to disconnect or reprogram the alarm dialler component of the Equipment and any related dialler expenses, including telephone charges invoiced by the Carrier.

9 FEES

- 9.1 The Client must pay Chubb in advance the Monitoring Fees and Equipment Fees in the manner and at the times specified in the CSA (Part G). The Monitoring Fees and the Equipment Fees are fixed for the Initial Term.
- 9.2 Monitoring Fees are paid by equal monthly instalments or annually in advance; the first payment is due on the Effective Date and if paid in instalments, thereafter on the same date each relevant cycle, until the Fees are paid in full.
- 9.3 Equipment Fees are paid in full on the Effective Date, or by way of a Payment Plan [need definition]. When a Payment Plan is selected, a deposit at the time of installation is optional. The full amount or the balance will be divided by the number of months selected for the Payment Plan as specified in the CSA (Part E) and billed the first Sunday of each month following the Effective Date until paid in full.
- 9.4 Fees for Alarm Response Fees and Guard Fees, if applicable, are invoiced to the Client at the applicable rates prevailing at the time of provision of those Security Services. Such fees are payable within fourteen (14) days of invoice date. Indicative rates for these services are available by calling Chubb on 1300 124 822.
- 9.5 Fees for Optional Preventative Maintenance, if elected by the Client at the time of the Effective Date, are fixed for the Initial Term. Fees for such services are paid by equal monthly instalments in advance, the first of which is payable on the Effective Date and thereafter monthly on the same date as the Effective Date until the Fees are paid in full.
- 9.6 If the Client has elected to pay any part or the whole of the Fees to Chubb by direct debit of the Client's bank account, the Client undertakes to promptly sign a direct debit authority and deliver the signed authority to Chubb to give effect to this undertaking. The Client agrees and acknowledges that the Direct Debit Contract applies to the Client's direct debit payments of those Fees. If the Client fails to make a payment for any Security Service required to be made under this CSA, the Client authorises Chubb to deduct from the Client's account on the next day that a payment is due, an amount equal to all amounts then outstanding and due and payable to Chubb.
- 9.7 Chubb reserves its right to increase Monitoring Fees and Optional Preventative Maintenance after the Initial Term. Any increase in fees will be notified to the Client in writing at least thirty (30) days prior to such increase becoming effective and the Client may elect to terminate this CSA upon fourteen (14) days written notice prior to the increase becoming effective.
- 9.8 Where any Supply under this CSA is or becomes subject to a GST, an amount equal to the GST paid or payable for that Supply will be added to the amount exclusive of GST paid or payable for that Supply under this CSA. Each party agrees to do all things, including providing invoices and other documentation, which 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 for any Supply under this CSA.

10 CLIENT'S OBLIGATIONS AND ACKNOWLEDGMENTS

- 10.1 Except where otherwise provided in this CSA, the Client will:
- 1) be liable for any breach of this CSA committed by the Client;
 - 2) pay Chubb 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;
 - 3) ensure the Site will at all times be a safe working environment for Chubb's employees, contractors, agents and authorised representatives and (without limitation) does not contain asbestos or similar hazards or any infections or building diseases. The Client must notify Chubb in advance of any unsafe condition at the Site that may affect the performance of work at the Site. Chubb reserves the right to refuse to perform any work at the Site (including without limitation Optional Equipment Installation, Optional Preventative Maintenance, or Warranty Work), if in Chubb's reasonable opinion the Site is not a safe working environment, until such time as the Site has been made safe at the Client's cost (including professional removal of all asbestos product from that part of Site where asbestos is present); and
 - 4) be responsible for identifying and notifying Chubb, either verbally or in writing, of the location of any existing services, concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Site to the extent known by the Client.

10.2 The Client acknowledges and agrees that:

- a) the Fees are based on the value of the Security Services and are not related to the value of the Client's property or the property of others located on the Site;
- b) all of its authorised users have received adequate training in the use of the Equipment and/or Pre-Existing Equipment before its operation and undertake to ensure that any additional authorised users receive similar training and if applicable, to pay Chubb's reasonable fees for this training;
- c) it will promptly arrange for its authorised users to be fully conversant with the procedures contained in any manuals or guides for the Equipment, the Pre-Existing Equipment and the Security Services, whether or not issued by Chubb, and undertake to ensure that additional authorised users are also made fully conversant with these procedures;
- d) it will promptly notify Chubb if it or its authorised users have any difficulty in understanding or implementing the provisions contained in any owners' guide for the Equipment or user guides for the Security Services that may be issued by Chubb;
- e) Chubb is not an insurer of the Site or other property and risks, that the Security Services and installation of the Equipment at the Site cannot be guaranteed to prevent unauthorised entry, loss or damage at the Site and that it is extremely advisable for the Client to effect and maintain all normal and prudent insurance policies for all usual risks including fire, burglary, theft and consequential loss and damage, as well as exercise all reasonable precautions that can be expected from a prudent and diligent home owner or occupier;
- f) times for date of delivery or installation of the Equipment indicated by Chubb to the Client in any quotation are estimates only, and although every reasonable effort will be made by Chubb to achieve delivery or installation within the time specified, no liability shall arise in respect of any failure by Chubb to deliver or install the Equipment within such time. If the Optional Equipment Installation has not been achieved within five (5) working days of the estimated delivery or installation date due to factors outside the Client's control, unless otherwise agreed by the Client, the Client may cancel this CSA for late delivery without penalty;
- g) following completion of the installation of the Equipment, Chubb will issue to the Client its commissioning certificate stating the installation completion date;
- h) the performance of the Equipment and/or the Pre-Existing Equipment can be affected by equipment and communication services which are provided by Carriers. Without limiting clause 19, Chubb will not accept responsibility for Equipment or Pre-Existing Equipment performance issues which are attributable to equipment and/or services not supplied by Chubb;
- i) All telephone charges relating to the functioning of the alarm dialler component of the Equipment and/or Pre-Existing Equipment are the Client's responsibility;
- j) Australian Standards recommend the servicing of Equipment at least once every twelve (12) months in order to maintain it in effective working condition;
- k) even if the Equipment is serviced in accordance with the recommendations of the relevant Australian Standard, this does not guarantee that the Equipment will operate if failure is caused by technical fault or other causes outside Chubb's control;
- l) there are varying levels of line integrity between the optional monitoring technologies (i.e. digital dialler line base monitoring technology and digital mobile technology) and the Client has elected to utilise technology specified in the CSA (Part E);
- m) in respect of digital dialler line based monitoring, the Monitoring Provider will not be aware of a communications failure if the telephone line is severed or disabled between the Monitoring Provider and the security panel in the Equipment, until the next time the panel is programmed to send a test System Event to the Monitoring Provider;
- n) a "line fail" System Event may indicate malicious damage to the telephone line connecting the Site to the Monitoring Provider and may indicate a break-in or other unlawful activity at the Site;
- o) whilst the telephone line communication and/or digital mobile communication is severed or disabled for any reason, maliciously or otherwise, it is the Client's responsibility to notify Chubb of the disconnection of the Equipment and acknowledge that the Security Services will not be provided by the monitoring centre until such time as the telephone line communication and/or digital mobile communication is restored;
- p) if a digital dialler is fitted to the Equipment or the Pre-Existing Equipment it is programmed to send regular test System Events to Chubb's monitoring centre; and
- q) the Client is responsible for the cost of all telephone calls emanating from the Equipment and/or Pre-Existing Equipment.

10.3 Where the Security Services include smoke detection equipment sold and installed by Chubb as part of the Equipment, the Client acknowledges that smoke detector devices:

- 1) are intended only to provide an early warning system in the event of fire or smoke;
- 2) are not intended for the purposes contemplated by, and do not comply with, AS1670.1-2004 Fire Detection, Warning Control and Intercom Systems, the Building Code of Australia and applicable legislation and Australian standards relating to fire alarm equipment and installation;
- 3) must be serviced in accordance with the manufacturer's specifications, and that it is the responsibility of the Client to arrange such servicing. Chubb, on the written request of the Client, can arrange servicing of the smoke detection equipment for a fee payable by the Client; and
- 4) are not lifesaving equipment and must not be relied on by the Client for the purposes of meeting any obligation under any Commonwealth or State legislation, Australian standards, local regulations or the Building Code of Australia or for insurance purposes.

11 COMPETITION AND CONSUMER ACT 2010 (CTH)

11.1 Nothing in this CSA limits or excludes the application of the *Competition and Consumer Act 2010* (Cth) including the Australian Consumer Law.

11.2 If the Client is a "consumer" as defined in the Australian Consumer Law, the following additional provisions apply:

To the extent any of the Security Services and/or Equipment supplied by Chubb under this CSA represents goods, those goods come with warranties that cannot be excluded under the Australian Consumer Law. The Client is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Client is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits to the Client given by this warranty are in addition to other rights and remedies of the Client under applicable laws relating to the goods.

To the extent any of the Security Services and/or Equipment supplied by Chubb under this CSA represents services; those services come with non-excludable warranties that cannot be excluded under the Australian Consumer Law, including that they will be provided with due care and skill and be reasonably fit for their purpose. The Client is entitled to a refund or the re-supply of the services for a breach, and to compensation for any other reasonably foreseeable loss or damage.

- 11.3 If a defect in the Equipment develops within the Warranty Period or any Extended Warranty Period (as applicable), the Client is entitled to submit a warranty claim by notifying Chubb (verbally or in writing), who agrees to repair or replace (at its sole discretion) the defective Equipment.
- 11.4 Pursuant to the warranty in clause 11.2 and 11.3, where Chubb elects to repair the goods:
- 1) goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods; and
 - 2) if the goods are capable of retaining user-generated data, the repair of the goods may result in the loss of the data.
- 11.5 The foregoing warranty is provided by Chubb Home Security, a division of Chubb Fire & Security Pty Ltd (ACN 000 067 541). Registered office: 149-155 Milton Street, Ashfield NSW 2131, Australia. Phone: 1300 124 822. Website: <http://www.chubbhomesecurity.com.au>

12 TERMINATION

12.1 Termination by the Client

(a) The Client may terminate this CSA without cause:

- (i) at any time and without Early Termination Fees during the Cooling Off Period in accordance with clause 1A;
- (ii) if the Client has subscribed a FlexiPlan, at any time and without Early Termination Fees by giving Chubb one (1) month's prior notice in accordance with clause 1.2; or
- (iii) if the Client has subscribed a TermPlan, at any time during the Initial Term by giving Chubb one (1) month's prior notice in accordance with clause 1.3, and subject to the Early Termination Fees.

(b) The Client may terminate this CSA for cause:

- (i) immediately and without Early Termination Fees, if Chubb has committed a substantial breach of its obligations under the CSA and the breach has not been rectified within fourteen (14) days of notification in writing to Chubb, provided always that all outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable on the date of termination; or
- (ii) in case of an Event and without Early Termination Fees, in accordance with clause 17.

12.2 Termination by Chubb

Chubb may terminate the CSA for cause:

- (a) in case of an Event and without charging an Early Termination Fees, in accordance with clause 17;
- (b) if the Client is in breach of a payment obligation under this CSA, and the breach is not rectified within fourteen (14) days of notification; for purposes of this sub-clause, the first reminder correspondence from Chubb to the Client will be deemed notice to the Client to rectify the payment breach within fourteen (14) days;
- (c) any breach (other than failure to pay) by the Client in respect of any provision of this CSA which is not rectified within fourteen (14) days of notification by Chubb, will entitle Chubb to terminate this CSA for breach, and to charge Early Termination Fees; or
- (d) as otherwise provided in the CSA.

13 OPTIONAL IP MONITORING

- 13.1 Optional IP Monitoring is connected to either the Client's network or virtual private network. The service meets the requirements of AS 2201.5 part 2.4.6 with regards to signalling security.
- 13.2 The Optional IP Monitoring Interface sends the Client's security data to the Monitoring Provider using a network service. Typically this service is delivered using one of the following technologies: ADSL, cable modem, satellite, wireless broadband or frame relay. If the network connection is inoperable, impaired, congested, or if the Client is in an area with restricted network access, then the data delivery may be affected.
- 13.3 During installation and Commissioning, all reasonable care will be taken by Chubb to not affect the overall operability of the Client's network.
- 13.4 It is the Client's responsibility to provide all network requirements referred to in the 'Technical Advice Note – Networking Configuration' document prior to Chubb attending the Site.
- 13.5 If the Optional IP Monitoring Interface is not transmitting any data (e.g. alarm and polling messages) over the primary network for any reason (including congestion or failure of the Client's network), the data will only be transmitted if the security system has dual path capabilities and is configured for backup. The Client acknowledges that if the dialler backup option has been severed or cut, the Monitoring Provider will not be aware of the dialler communications failure until the next programmed test signal fails to reach the Monitoring Provider. The security system will not be monitored by the Monitoring Provider until at least one communication link has been restored.
- 13.6 The Optional IP Monitoring Interface is regularly polled from the Monitoring Provider to ensure alarm path integrity. The polling period results in bandwidth traffic of less than 11 Mb per month. In response to alarm events, the Optional IP Monitoring Interface sends a message to the Monitoring Provider, the resultant data bandwidth traffic is under 50 Kb per month. If the Client does not have the required bandwidth available or bandwidth is reduced, the data (e.g. alarm and polling messages) may be delayed or lost.
- 13.7 The Client is responsible for all the network charges (including bandwidth consumption and excess usage charges) associated with the use of IP Monitoring Interface.
- 13.8 Should the Client make changes to any network settings which disrupt the Optional IP Monitoring Interface's data transmission and as a result a technician is required to rectify the service, Chubb's standard fees relating to a call out will apply and are payable by the Client in addition to the Fees.
- 13.9 In the unlikely event of the Optional IP Monitoring Interface affecting the Client's network, which may share the same network as other services, Chubb is not liable for any loss or damage, including consequential losses, caused by network corruption or downtime.

14 OPTIONAL GSM MONITORING AND OPTIONAL GPRS MONITORING

- 14.1 If the Optional GSM or GPRS Monitoring is selected by the Client, Chubb will provide the Security Services via the Telecommunications Network.
- 14.2 The Client acknowledges that the provision of the Optional GSM or GPRS Monitoring by Chubb may be interrupted and may not be error free.
- 14.3 Chubb shall not be liable for any loss or damage sustained or incurred by the Client in the course of Chubb providing the Optional GSM or GPRS Monitoring as a result of or in relation to the failure to receive or transmit any data or the receipt or transmission of incorrect data relating to or resulting from, whether directly or indirectly, any defect, error or malfunction in the Telecommunication Network.

- 14.4 If the Client selects the Optional GSM or GPRS Monitoring, then the Client agrees to use the SIM Card provided by Chubb, unless otherwise agreed.
- 14.5 The Client acknowledges that the SIM Card provided as part of the Optional GSM or GPRS Monitoring will at all times remain the sole property of Chubb, and that nothing in this CSA shall confer upon the Client any right of property or interest in, or title to, the SIM Card and that Chubb will cancel the SIM Card in the event that the Equipment is Decommissioned for any reason.

15 CREDIT ENQUIRIES

- 15.1 Chubb may obtain information about the Client's creditworthiness on terms which attract the operation of the *Privacy Act 1988* (Cth). By entering into this CSA the Client specifically agrees and acknowledges that:
- 1) to the extent permitted by law, Chubb may give to and seek personal information from a credit reporting agency about the Client and the Client's credit arrangements including:
 - a. information contained in this application;
 - b. the Client's name, sex, date of birth, current address and last two addresses, current or last known employer and driver's license number;
 - c. the amount of credit the Client has applied for;
 - d. payments which may become more than 60 days overdue;
 - e. advice that payments are no longer overdue;
 - f. a serious credit infringement which Chubb believes the Client has committed;
 - g. the discharge of the Client's credit facility or this CSA;
 - h. that the Client has drawn cheques for \$100.00 or more which have been dishonoured more than once; and
 - i. that court judgments and/or bankruptcy orders have been made against the Client.
 - 2) Chubb may obtain from a credit reporting agency a credit report containing personal credit information about the Client, and a credit report containing information about the Client's commercial credit worthiness;
 - 3) Chubb may give to and obtain from any credit provider(s) that may be named in a credit report held by a credit reporting agency, information about the Client's personal or commercial credit arrangements including information about the Client's:
 - a. creditworthiness;
 - b. credit standing;
 - c. credit history; or
 - d. credit capacity.
 - 4) to the extent permitted by law, Chubb may use any credit report obtained by Chubb for the following purposes:
 - a. to assess the Client's application;
 - b. to collect payments that are overdue;
 - c. to notify a credit provider if the Client breaches this CSA;
 - d. to exchange personal information with other credit providers as to the status of the Client's account where the Client is in breach of a contract with a credit provider;
 - e. to assess the Client's creditworthiness;
 - f. to allow a credit reporting agency to create a file about the Client;
 - g. to administer the Client's account;
 - h. any other purpose permitted or required by law.
 - 5) The Client authorises Chubb to exchange personal information with:
 - a. any person or organisation named by the Client in the application or provided from time to time;
 - b. any related company and organisations (such as monitoring providers) which service the Client's account and/or this CSA.
- 15.2 The Client's consent and acknowledgment in this clause 15 will remain in force until the full amount owing to Chubb under this CSA is paid.
- 15.3 If Chubb assesses the Client's creditworthiness under this clause 15 and determines in its absolute discretion that there are reasonable grounds for believing the Client will be unable to pay the Fees due under this CSA, Chubb may terminate this CSA with immediate effect by written notice to the Client.

16 GENERAL PROVISIONS

- 16.1 Either party may give the other notice under this CSA 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 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.
- 16.2 The Client must not assign or novate its interests in this CSA without Chubb's prior written consent, which may be withheld at Chubb's discretion. Chubb may at any time assign or novate any part of its rights and obligations under this CSA to a reputable organisation (including a Related Body Corporate) who agrees to be bound by the terms of this CSA, without the Client's consent.
- 16.3 This CSA is subject to the laws of the State or Territory in which the Site is located and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory.
- 16.4 Chubb may vary the terms of this CSA by giving the Client thirty (30) days' prior notice of the varied terms. Such notice will stipulate all proposed variations to this CSA to enable the Client to ascertain whether the change is detrimental. If, after the expiry of thirty (30) days, the Client continues to acquire the Security Services, the Client will be deemed to have accepted the varied terms set out in the notice. The Client may, at any time during the thirty (30) day period, provide notice to Chubb of the termination of this CSA on the date that the variations would come into effect based on the proposed variations and without payment of Early Termination Fees, where applicable. All outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable within fourteen (14) days of the date of termination. Any refunds (including advance payments) due to the Client will be paid within fourteen (14) days of the termination.

17 DELAY OR SUSPENSION OF SECURITY SERVICES DUE TO AN EVENT

- 17.1 If an Event arises:

- (2) the performance of the party affected by such Event ("Affected Party") under this CSA is suspended for the period during which the Affected Party is reasonably prevented from performing an obligation which is caused by the Event;
- (3) neither party will be liable for any loss, costs, expense or damage of any kind resulting from its failure to perform this CSA;
- (4) such failure by the Affected Party will not be deemed to be a breach of this CSA; and
- (5) where the Event continues for a period of sixty (60) or more consecutive days, either party may terminate this CSA immediately without penalty or payment of Early Termination Fees, where applicable. All outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable within fourteen (14) days of the date of termination. Any refunds (including advance payments) due to the Client will be paid within fourteen (14) days of the termination.

18 PRIVACY

- 18.1 Chubb is committed to protecting the Client's personal information and safeguarding his/her privacy in accordance with applicable laws. Chubb will take reasonable steps to protect personal information from misuse, interference, loss and from unauthorised access, modification or disclosure. When the Client's personal information is no longer needed, and when Chubb has ceased to be legally obliged to retain the information, Chubb will take reasonable steps to ensure that the information is destroyed or de-identified.
- 18.2 Chubb collects the Client's personal information such as the Client's name, address, telephone number(s), and if required the names, addresses and telephone number(s) of the Client's Nominated Contacts for the purpose of providing the Client with the Security Services and administering the CSA.
- 18.3 Chubb may collect personal information about the Client from other sources, such as a credit reporting agency or financial institution to ascertain the Client's creditworthiness in accordance with clause 15.
- 18.4 If the Client does not provide Chubb with the information requested, it will affect or prevent Chubb's ability to effectively provide the Client with the Security Services, and Chubb may elect to terminate the CSA. The Client must actively cooperate with Chubb to ensure that all personal information of the Client held by Chubb is accurate, up-to-date, complete, relevant and not misleading.
- 18.5 By entering into this CSA, the Client agrees and acknowledges that Chubb may:
 - (2) forward to the Client from time to time promotional material and information regarding any of its security goods and services, unless the Client requests Chubb (either by phone, e-mail, letter or facsimile) to stop using the Client's personal information for the purpose of direct marketing; and
 - (3) disclose the Client's personal information to other organisations (including without limitation, Related Bodies Corporate, Emergency Services, service providers and government bodies and entities) that assist Chubb in the provision of the Security Services.
- 18.6 If the Client has provided Chubb with personal information about another person (including any of the Client's Nominated Contacts), the Client must inform that person that personal information has been supplied to Chubb, the reason why it has been supplied and that they can contact Chubb to obtain access to or update or correct their personal information.
- 18.7 The Client may access, correct or update his or her personal information held by Chubb at any time upon request.
- 18.8 Chubb's privacy policy contains information about how an individual may complain about a breach of the APPs and an applicable APP Code, and how Chubb will deal with the complaint. To obtain a current copy of Chubb's privacy policy, access or update the personal information Chubb holds regarding the Client or to advise that the Client no longer wishes to receive further marketing information, contact: Chubb Privacy Officer, PO Box 1955 Ashfield NSW 2131.

19. NBN TRANSITION

- 19.1 Without limiting other provisions therein, where the Client is not using the NBN at the date of this CSA, the Client must inform Chubb as soon as possible:
 - 1) if the Client decides to use the NBN to enable the connection under clause 2.1 or
 - 2) if the NBN is installed at the Site, at any time during the Term.
- 19.2 The Client must also inform its Carrier or NBN provider of the existence of Security Services at the Site.
- 19.3 In the event of 1) or 2) occurring, the Client agrees and acknowledges that:
 - (a) Chubb may need to attend the Site to ensure compatibility of the Client's security system with the NBN and that the Equipment and/or Pre-Existing Equipment are properly connected to enable the provision of the Security Services; such visit will be charged to the Client and Chubb will advise the cost of the visit prior to attendance; and
 - (b) the Client may be required to procure additional equipment from the Carrier and/or Chubb as a result.
- 19.4 The Client acknowledges that compliance with the obligations contained in this clause is essential to ensure that the performance of the Security Services is not disrupted. For the avoidance of doubt Chubb will not be liable for any disruption to the Security Services (including any failure to provide the Security Services or defect in the Security Services) where any such disruption is caused or contributed to by the Client's non-compliance with this clause 19.

CHUBB HOME SECURITY TERMS & CONDITIONS KEYWORDS**Additional Services**

Any services required to be performed at the Client's request to repair or replace the Equipment or Pre-Existing Equipment due to the neglect, abuse or incorrect use of the Equipment or Pre-Existing Equipment or because of the occurrence of an Event or of any other circumstances outside the control of Chubb or the manufacturer of the Equipment.

Agreement Date

The date this Agreement is signed by the Client.

Alarm Response Officer

Means an agent or employee of the Optional Alarm Response Service Provider.

Alarm Response Fees

The fees charged for and on behalf of the Optional Alarm Response Service Provider and payable by the Client within fourteen (14) days.

APPs

The Australian Privacy Principles contained in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth).

Carrier

The supplier engaged directly by the Client to provide telecommunications at the Site to enable the Security Services to be provided to the Client by Chubb.

Chubb

Chubb Fire & Security Pty Ltd t/a Chubb Home Security ACN 000 067 541. 149-155 Milton Street, Ashfield NSW 2131 Australia. Tel: 1300 124 822 Fax: 02 9930 4272 www.chubbhomesecurity.com.au. Chubb includes its employees, contractors, agents and authorised representatives acting in the course of their work employment or authorised work.

Client

The person or persons or legal entity named in the Customer Service Agreement (CSA) Part A.

Cooling Off Period

Where this CSA is subject to unsolicited consumer agreement legislation, a ten (10) business day cooling off period applies.

Commissioning / Commissioned

The enabling of the Equipment or Pre-Existing Equipment to ensure that a System Event is transmitted from the Equipment or Pre-Existing Equipment to a receiver.

Commissioning Date

The date that the Equipment or Pre-Existing Equipment is Commissioned.

CSA

The Customer Service Agreement which comprises these terms and conditions, the Important Things The Client Needs to Know, and all parts of the Customer Service Agreement (Client Information, Monitoring Instructions, Billing Information and Direct Debit Contract).

Decommissioning / Decommissioned

The disabling of the Equipment or Pre-Existing Equipment to ensure no further System Event is transmitted from the Equipment or Pre-Existing Equipment to a receiver.

Decommissioning Fee

The one-off fee payable by the Client to enable Chubb to decommission the Equipment or Pre-Existing Equipment on the expiry or termination of the CSA.

Direct Debit Contract

The direct debit arrangement in the CSA (Part F).

Early Termination Fees

Means for TermPlan customers, 100% of the balance of the Fees payable for the remaining Initial Term; for example, if the Customer was on a 24-month TermPlan and terminates the CSA in month 11, the Fees for the remaining 13 months of the Initial Term are payable as a result of the termination.

Effective Date

The date on which billing of the Fees commences. This is the Commissioning Date or the Security Services becoming effective, or (where a Cooling Off Period applies) the end of the Cooling Off Period, whichever is the later.

Emergency Services

The providers of emergency services e.g. Ambulance, Fire Brigade, and/or Police.

Equipment

The items and products listed in the CSA (Part E) which the Client purchased for installation by Chubb at the Site. This includes the option of dialler, Securitel, GSM Mobile, IP Monitoring or a combination of these options of line based monitoring technology. Pre-Existing Equipment means equipment previously installed at the Site by others before the commencement of the CSA.

Equipment Fees

The fees for the purchase of the Equipment, and for Optional Equipment Installation if elected by the Client as set out in the CSA (Part E).

Event

Means:

- (a) earthquake, volcanic eruption, act of God, fires (including bushfires), floods, lightning strikes, cyclones, hurricanes, storms, tropical storms, tidal wave, accidents, inclement weather;
- (b) strikes, lock-outs, bans, limitation of work or other industrial disturbance;
- (c) riots, war (including civil war), insurrection, vandalism, sabotage, national emergency (whether in fact or law), piracy, hijack, act of terrorism including the use or threatened use of violence or act putting the public in fear;
- (d) embargo, blockade, government acts regulations or requests, delays or interruption in transportation, inability to obtain resources, failure or interruption of utilities (including electricity and water), network failure, telecommunications breakdown, default by suppliers and subcontractors;
- (e) temporary closure of roads, traffic conditions, motor vehicle breakdowns; and
- (f) any other events beyond the reasonable control of the Affected Party, which prevent or hinder the Affected Party from carrying out its obligations under this CSA and being not due to its fault or negligence.

Event Report

A written report or account of any System Events that are communicated by the Client's alarm system to Chubb's monitoring centre. This is an Optional Service.

Fees

The fees for the Security Services which comprise:

- Monitoring Fees
- Equipment Fees, if applicable
- Alarm Response Fees, if applicable
- Guard Fees, if applicable; and
- Fees applicable for any other Optional Service, Additional Service or as otherwise provided in the CSA.

FlexiPlan

A plan where the Security Services are provided on a month to month basis.

GST

Any tax in the nature of a tax on or on the supply of goods, real property, services, or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the Term, other than any interest, fine, penalty, fee or other payment imposed on or in respect of such tax.

Guard Service

The attendance of a security officer to guard the Site until such time as the Nominated Contact (NC) makes other arrangements. This is an ad-hoc service provided to the Client if instructed to do so by the NC. This service is additional to the Optional Alarm Response Service and attracts separate and additional Guard Service Fees.

Guard Service Fees

The fees charged by the Guard Service Provider for the Guard Service and payable by the Client.

Guard Service Provider

Means Chubb's preferred provider to undertake the Guard Service.

Initial Term

- For TermPlans, the period set out in the CSA (Part D) commencing on the Effective Date; and
- For FlexiPlans, the period of one (1) month commencing on the Effective Date.

Monitoring

The service of monitoring and actioning System Events received from the Equipment and/or the Pre-Existing Equipment as soon as practicable in accordance with the Monitoring Instructions and Australian Standard AS2201.2.

Monitoring Fees

The fees charged by the Monitoring Provider and payable by the Client to Chubb in equal monthly instalments in advance under a FlexiPlan or TermPlan.

Monitoring Instructions

Detailed written instructions from the Client regarding its requirements for the provision of and timing of the Security Services. The initial Monitoring Instructions must be set out in the CSA (Part C) and are the procedures to be followed by Chubb in the event of a System Event. The Client may alter or update its Monitoring Instructions at any time during the Term of the CSA by notifying Chubb by phone, e-mail, facsimile or letter. The updated Monitoring Instructions will then become effective and supersede the initial or previous Monitoring Instructions upon twenty-four (24) hours of receipt by Chubb.

Monitoring Provider

Means Chubb's preferred provider to undertake the Monitoring.

NBN

Means the National Broadband Network, the fibre network being designed, constructed, implemented and/or operated by or on behalf of NBN Co Limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants, and includes any other network, systems, equipment and facilities used by NBN Co Limited in connection with the supply of its services..

Nominated Contact (NC)

The person or persons the Client nominates as its authorised NC for the purposes of the Monitoring Instructions who Chubb may contact in respect to its provision of the Security Services. Unless otherwise specified by the Client in writing, the Client warrants and represents to Chubb that the NC has been granted full authority by the Client to act for and on behalf of the Client as the Client's agent, and that instructions given by the NC will be deemed to be instructions given by the Client and will bind the Client accordingly. The Client acknowledges and agrees that it is the Client's responsibility to ensure that the NC is duly authorised, able and willing to act as the Client's agent under the CSA and that the NC details are up to date at all times during the Term of the CSA.

Optional Services

Those services the Client has elected to purchase from Chubb comprising any or all of the following:

- Optional Equipment Installation
- Optional Alarm Response Service;
- Optional Duress Service;
- Optional GPRS Monitoring;
- Optional GSM Monitoring;
- Optional IP Monitoring;
- Optional Preventative Maintenance;
- Optional Smoke Alarm Services; and/or
- Event Reports.

Optional Duress Service

Monitoring of System Events activated by the Client pressing the duress button on the Equipment for medical duress and panic duress. This is an Optional Service.

Optional Equipment Installation

The installation of the Equipment at the Site. This is an Optional Service.

Optional Alarm Response Service

The attendance of an Alarm Response Officer at the Site if requested by the Client under the Monitoring Instructions, as soon as practicable during Optional Alarm Response Hours. This is an Optional Service. Minimum response times are set out in Australian Standard AS4421-1996. The availability of this service cannot be guaranteed at the time of a System Event.

Optional GPRS Monitoring

GPRS allows connection to data networks at a high rate. This is an Optional Service.

Optional GSM Monitoring

GSM - Global System for Mobile Communication - a network standard for 2G mobile networks. This is an Optional Service.

Optional IP Monitoring

Means the signal transmission medium is via the Client's internet connection. This is an Optional Service.

Optional IP Monitoring Interface

Is the device that enables the Client's security system to transmit via the Client's internet connection. This is an Optional Service.

Optional Preventative Maintenance

Inspection and operational testing of the Equipment and/or Pre-Existing Equipment up to the number of times specified in the CSA (Part D) in any twelve (12) or twenty-four (24) month period to ascertain whether the Equipment and/or Pre-Existing Equipment is in proper working order. This is an Optional Service.

Optional Smoke Alarm Services

Monitoring of System Events relating to smoke detection. This is an Optional Service.

Optional Alarm Response Hours

Those hours during which the Optional Alarm Response Service Provider provides Optional Alarm Response Services in the area where the Site is located, which may be confirmed by contacting Chubb.

Optional Alarm Response Service Provider

Means Chubb's preferred provider to undertake the Optional Alarm Response Service unless otherwise nominated by the Client on the Monitoring Instructions. Chubb does not guarantee the attendance of any Optional Alarm Response Service Provider.

Payment Plan

Means where the Client agrees to pay for his or her account in equal instalments for the Security Services provided over the Term of the CSA.

Related Body Corporate

Has the meaning assigned to this term in s50 of the *Corporations Act 2001* (Cth).

Security Services

Means the Standard Services and any elected Optional Service and/or Additional Service.

Site

The location specified in the CSA (Part B) as the installation site.

Standard Hours

- Monitoring: 24 hours a day, 7 days a week
- Additional Services, Commissioning, Decommissioning, Optional Equipment Installation, Optional Preventative Maintenance, Warranty Work: Monday to Friday excluding public holidays, from 08:30 hours to 1800 hours AEST, subject to alteration by Chubb from time to time at its discretion.

Standard Services

- Dialler Monitoring; and
- Warranty Work where Equipment is installed (but excluding Pre-Existing Equipment).

Supply

Any form of supply including any supply within the meaning of any Commonwealth, State or Territory legislation imposing, or relating to the imposition of GST.

System Event

The indication of an alarm event received by Chubb from the Equipment or Pre-Existing Equipment at the Site. This includes intruder alerts, and fault and reporting signals (including fault signals, timer tests and low battery alerts).

Telecommunications Network

Means the signal transmission medium nominated by the Client for the alarm system connected at the premises.

Term

The Initial Term together with any renewal period under clause 1.

TermPlan

A plan where the Security Services are provided for a fixed period of time – either twelve (12), twenty-four (24) or thirty-six (36) months from the Effective Date. Early Termination Fees are applicable if a TermPlan is cancelled or terminated before the Initial Term has expired.

Warranty Period

Twelve (12) months commencing on the Commissioning Date.

Warranty Work

The work required to be done to repair an inherent defect affecting the functionality of the Equipment but excludes (i) any work required to be done to repair the Equipment which is caused by the Client's neglect, abuse or incorrect use or caused by circumstances beyond Chubb's control or the control of the manufacturer of the Equipment, including vandalism, fire, water damage, power surge or other Event and (ii) any work required in relation to Pre-Existing Equipment.