



**Fire Monitoring**

# **AGREEMENT FOR THE PROVISION OF FIRE ALARM MONITORING SERVICES AND EQUIPMENT**

**Customer Code:**

**ASE Number:**

**Building Name:**

**Site Address:**

**Site Contact Phone:**

**Client Contact Name:**

# COMMERCIAL ACCOUNT APPLICATION

COMPANY OR BUSINESS NAME (ARBN)

ACN

TRADING NAME (if any)

POSTAL ADDRESS

POSTCODE

STREET ADDRESS

POSTCODE

TELEPHONE NUMBER

FAX NUMBER

Web Address

EMAIL ADDRESS INVOICE PURPOSES

SALES TAX EXEMPTION NUMBER

ACCOUNTS PAYABLE OFFICER

CONTRACTS – BOOKING OFFICER/AUTHORISED OFFICER

NUMBER OF EMPLOYEES

## NATURE OF BUSINESS/MAIN BUSINESS ACTIVITY

STRUCTURE (Please Tick)  PUBLIC COMPANY  PTY COMPANY  PARTNERSHIP  SOLE TRADER

DETAILS OF (Please Tick)  DIRECTORS  PARTNERS  SOLE TRADERS

SIGNED FOR ON BEHALF OF THE APPLICANT BY (Please Tick)  DIRECTORS  PARTNERS  SOLE TRADER

SIGNATURE

PRINT NAME

TELEPHONE NUMBER

DATE

SIGNATURE

PRINT NAME

TELEPHONE NUMBER

DATE

## ADT USE ONLY

APPROVED  YES  NO

ACCOUNT NUMBER

IF NO, REASON WHY

ENTERED BY

PRINT NAME

SIGN NAME

**SECTION A**

**CUSTOMER DETAILS SCHEDULE**

**Parties:**

**TYCO AUSTRALIA GROUP PTY LIMITED ABN 93 076 836 416** trading as ADT Fire Monitoring located at:  
in Victoria: 13B Compark Circuit, Mulgrave 3170  
in NSW and ACT: Unit 38, 38 South Street, Rydalmere, NSW, 2116  
("ADT")

**And**

**Customer:** ..... **ABN:** .....

**Address:** .....

**Telephone:** ..... **Email:** .....

**Initial Contract Term:** 36 (months)

**Commencement Date:** .....  
[If a date is not specified here then the Commencement Date shall be the date that the installation of the Equipment is completed.]

**Connection/Installation Fee:** ..... **Incl GST**

This price is based on ADT's ability to re-use some of the existing cables. If in ADT's opinion these cables are faulty, damaged or otherwise unsuitable, additional fees to repair or replace the cables will be charged to the Customer.

**Test & Commission Fee:** ..... **Incl GST**

**Building Permit Fee:** ..... **Incl GST**

**Battery & Power Supply Fee:** ..... **Incl GST**

**Monitoring Fees:**

	Monitoring Fee	GST	Total Cost including GST
Per annum	<b>\$1,464.50</b>	<b>\$146.45</b>	<b>\$1,610.95</b>

**Billing Frequency:** Quarterly  6 Monthly  Annually

**Payment Terms:** 14 days from invoice, invoiced in advance

## SECTION B

Important note: Must complete ALL fields in Site Details Schedule to avoid delays

### SITE DETAILS SCHEDULE

#### THE PREMISES

Building Name: .....

*\* The "building name" is the signage located on the OUTSIDE of the premises. This may be the business name or the street address. The building name is essential for fire services. If incorrect, the fire brigade may not be able to locate the correct site in the event of a fire alarm.*

Building Class:            Number: .....

Street Number: ..... To: .....

Lot/Section:            Prefix: ..... Number: ..... Suffix: .....

[Must have either Street number or Lot/Section numbers.]

Street Name 1: .....

Suburb: ..... State: ..... Post Code: .....

Nearest Cross Street: ..... Local Government Area: .....

Vic use only

[Include a marked up copy of the map if no Street number given]

Melway page no. & Reference

.....

## CUSTOMER CONTACTS SCHEDULE

**Important note:** The information provided in the following section will enable ADT to notify the nominated person(s) and/or companies concerned in the event of receipt of an Alarm Signal. It is a requirement that more than one contact is nominated and full contact details are provided. **The Customer acknowledges and agrees that ADT may also contact the nominated person(s) and/or companies specified below in relation to the Customer's account.**

### **Contact 1:**

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Position:.....

Phone BH: \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

### **Contact 2:**

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Position:.....

Phone BH: \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

Customer and Contacts acknowledge that where applicable, notifications are to be sent by email and/or mobile text message in accordance with the ADT Fire Monitoring Terms and Conditions.

**Fire Protection Maintenance/Tester Contractor** \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

If more than two contacts are required, please attach separate pages with their details. Contacts shall be contacted in the order listed. In the event that ADT and the Customer have agreed that contact is to be made by telephone, subsequent contacts will not be telephoned once a prior Contact has been successfully contacted.

<b>Tyco Office use Only</b>	<b>ASE#</b>		<b>Panel ID</b>	
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- j. The Customer acknowledges and agrees that the Fire Safety Statement will state that at the time of ADT's inspection, the ASE is communicating with ADT's Central Station and complies with the standard specified in the Fire Safety Statement. The Customer acknowledges and agrees that ADT provides no assurance in relation to any other aspects of the System or other fire safety measures.
- k. If ADT determines, in its discretion, that the Premises are not compliant with the relevant Australian Standards, ADT shall withhold the supply of the Fire Safety Statement.

**EXECUTION**

**Customer**

All signatories signing on behalf of the Customer warrant that they are authorised by the Customer to sign and provide the agreements, undertakings and representations in this document on behalf of the Customer and agree to be bound by the 'ADT Fire Monitoring Terms and Conditions' which appear overleaf.

Signature..... Print full name .....

Signature..... Print full name .....

Date: .....

**ADT**

Signed for an on behalf of ADT:

Signature..... Print full name .....

# ADT FIRE MONITORING TERMS AND CONDITIONS

## Definitions

**ADT** means Tyco Australia Group Pty Limited ABN 93 076 836 416 trading as ADT Fire Monitoring.

**Agreement** means the agreement between the Customer and ADT which is constituted by, in order of precedence:

- (a) these terms and conditions; and
  - (b) the Customer Details Schedule; and
  - (c) the Site Details Schedule; and
  - (d) the Customer Contacts Schedule; and
  - (e) the Equipment Schedule; and
  - (f) Commercial Account Application,
- all of which are attached hereto.

**AFASP** means automatic fire alarm service provider.

**Alarm Action** means:

- (a) where the Equipment Schedule specifies transmission of the Alarm Signals to the Fire Brigades, then ADT shall transmit the signal to the Fire Brigades; and
- (b) where the Customer Contacts Schedule specifies that ADT is to notify a Contact in response to an Alarm Signal then:
  - (i) ADT shall use reasonable endeavours to notify at least one of the Contacts specified in the Customer Contacts Schedule by email or mobile text message (or by such other means determined by ADT in its sole discretion); and
  - (ii) if ADT and the Customer have agreed that ADT shall telephone the Contact, ADT shall attempt to contact the Priority Contact and if unsuccessful in notifying the Priority Contact, ADT shall attempt to contact the other Contacts in order of the priority specified in the Customer Contacts Schedule, which shall be taken as the order of numbering of such contacts. The Customer acknowledges that subsequent contacts will not be telephoned once a prior Contact has been successfully contacted.

**Alarm Signals** are signals transmitted from the Equipment to the Central Station when the System is activated.

**ASE** means the alarm signalling equipment.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010*.

**Carrier** means each and any of those government bodies or telecommunications carriers which provide services necessary for the provision of the Services by ADT.

**Central Station** means ADT's central monitoring facility where Alarm Signals are received.

**Commencement Date** means the earlier of:-

- (i) the date on which the Equipment is installed in the Premises; and
- (ii) if a date is inserted in the Customer Details Schedule, then that date,

provided that if sub-paragraph (i) applies, ADT may notify the Customer of the date such installation was completed and such date will be prima facie evidence of the Commencement Date.

**Connection Fee** means the connection/installation fees specified in the Customer Details Schedule.

**Contact** means those contacts listed in the Customer Contacts Schedule.

**Customer** means the entity named as Customer in the Customer Details Schedule.

**Equipment** means the ASE, associated equipment and cabling described in the Equipment Schedule as well as each or any replacement or substitute thereof and all parts and components thereof.

**Fees** means the monitoring fees and associated charges payable for the Services, specified or referred to in the Customer Details Schedule and as may be varied from time to time in accordance with clause 4.

**Fire Brigades** means the relevant state or territory Fire Brigade in the state or territory in which the Premises are located.

**Fire Brigades Agreement** means the agreement between ADT and the Fire Brigades pursuant to which ADT is connected to the Fire Brigades automatic fire alarm system which enables ADT to provide the Services.

**Fire Safety Statement** means the document provided by ADT in accordance with the Special Conditions.

**Initial Term** means the period specified as the Initial Contract Term in the Customer Details Schedule commencing from the Commencement Date.

**MDF** means Main Distribution Frame.

**Premises** mean those premises described in the Site Details Schedule where the Equipment has been installed or is to be installed pursuant to this Agreement.

**Priority Contact** means the contact first listed in the Customer Contacts Schedule.

**Related Bodies Corporate** has the same meaning as defined in the *Corporations Act 2001* (Cth).

**Services** means:

- (a) the continuous twenty four (24) hours per day, seven (7) days per week monitoring of Alarm Signals which transmit successfully to the Central Station and, upon the receipt of Alarm Signals, initiation of the Alarm Action; and
- (b) if agreed to be provided by ADT, the provision of a Fire Safety Statement.

**System** means the fire alarm system installed in the Premises including without limitation all fire detection and suppression systems, but excluding the ASE.

**Term** means the Initial Term together with any extension pursuant to clause 7 unless earlier terminated in accordance with this Agreement.

## Services

1. ADT agrees to provide the Services to the Customer throughout the Term on the terms set out in this Agreement.
2. The Customer acknowledges that where applicable, notifications are to be sent by email and/or mobile text message. ADT will send the Contact(s) an email and/or mobile text message as specified in the Customer Contacts Schedule and will not perform any other action (including but not limited to calling any Contact) unless otherwise agreed to between Customer and ADT.
3. The Customer acknowledges and agrees that ADT shall not be liable for any loss or damage sustained or incurred by the Customer as a result of or in relation to the Contact(s) failing to receive or become aware of the email and/or mobile text message or such other notification, whether at all or in a timely manner, for any reason other than a breach of this Agreement by ADT. Such reasons include, but are not limited to
  - (a) the Contact(s) mobile phone device being without battery, unattended, lost, out of service coverage or lacking signal reception; or
  - (b) any delay, error or malfunction in the transmission of the email and/or mobile text message due to Carrier fault.

## Payment

4. The Customer shall pay to ADT:
  - (a) the Connection Fee on the Commencement Date; and
  - (b) the Fees for the Services throughout the Term in advance and in accordance with the Customer Details Schedule. provided that the Fees may be increased by ADT:
    - (i) in accordance with changes in the Consumer Price Index (All Groups) applicable to the capital city of the state or Territory in which the Premises are located measured annually from July 1; or
    - (ii) at any time to reflect any increase in fees charged to ADT by the Fire Brigades, any Government body or Computer Aided Dispatch provider for the Customer's connection to the Fire Brigades automatic fire alarm system.
5. The Customer:
  - (a) shall pay all taxes, charges and fees imposed by any Carrier or Government or regulatory body which are properly payable in connection with the provision of the Services;
  - (b) shall reimburse ADT upon demand any fee, cost, expense or penalty imposed upon ADT by the Fire Brigades as a result of a Fire Brigade's attendance at the Premises due to an alarm (real or false) plus a 10% processing fee;
  - (c) shall pay all goods and services tax levied on the goods and services provided under this Agreement;
  - (d) shall pay any fees in connection with reconnecting the System following a disconnection in accordance with clause 21;
  - (e) shall pay any fees in connection with ADT's attendance at the Premises in accordance with clause 22 and/or clauses 25(e) and (f);
  - (f) acknowledges and agrees that ADT may contact the Contacts specified in the Customer Contacts Schedule in respect of the Customer's account;
  - (g) acknowledges and agrees that ADT shall not process and/or submit an application to waive any charges levied by a Fire Brigade (including any false alarm charges) unless the Customer has paid ADT, in full, the



amount ADT is charged by the Fire Brigade in respect of the charges including charges associated with the Fire Brigade's attendance at the Premises. If the Fire Brigade approves the application made by ADT, ADT will refund the Customer the amount equivalent to the amount the Fire Brigade credits ADT in respect of the charge.

#### **Term**

6. Subject to clauses 7, 16, 17, 18 and 20 this Agreement will continue for the Term.
7. Upon expiration of the Initial Term this Agreement will continue until such time as either the Customer or ADT terminates this Agreement in accordance with its terms.

#### **Customer Obligations**

8. The Customer shall:
  - (a) pay the Connection Fee and the Fees in accordance with this Agreement;
  - (b) through a qualified licensed technician, carry out regular testing of the System and the connection to ADT's Central Station;
  - (c) comply with all operating and maintenance instructions in relation to the System;
  - (d) notify ADT immediately in the event of any deterioration, loss or damage to the Equipment;
  - (e) provide access to ADT to allow ADT to inspect the condition of the Equipment;
  - (f) provide ADT with access to power supply sufficient to reliably supply power to the Equipment;
  - (g) as an essential term of this Agreement, maintain throughout the Term at its own expense a telephone line to enable ADT to provide the Services or back up for the Services as the case may be (this clause is not applicable if dual radio ASE is used);
  - (h) take all such steps as may be necessary to prevent false alarms;
  - (i) in all respects comply with the Building Code of Australia, the requirements of all relevant local and state authorities and all other applicable codes and legislation in respect of the System;
  - (j) provide such other assistance or permit such other access as ADT may reasonably require for the proper provision of the Services;
  - (k) immediately notify ADT in writing:
    - (i) when any of the Customer's or the Contacts' information in this Agreement changes;
    - (ii) prior to selling or in any way transferring the Premises or any business operated from the Premises to another party, and provide ADT with the contact information for the new owner or responsible entity;
    - (iii) if the Carrier restricts the provision of the Alarm Signal to the Central Station.

#### **Liability and Indemnities**

9. Subject to clause 10 and notwithstanding any other provision to the contrary, ADT's total liability for breach of this Agreement or any injury, loss, damage or expense arising out of or in connection with this Agreement or ADT's performance of its obligations hereunder or otherwise, whether that liability arises under contract, any indemnity, tort (including negligence), by statute or otherwise shall not exceed the total dollar amount of the Fees paid to ADT by the Customer in the first 12 months of the Term. This clause does not affect any rights or remedies under the Australian Consumer Law which cannot be excluded, restricted or modified.
10. Where any goods or services provided under this Agreement are not of a type ordinarily acquired for personal, domestic or household use or consumption, ADT's liability shall be limited (at ADT's option) to one of the following:
  - (a) the replacement of the goods or the supply of equivalent goods;
  - (b) the repair of the goods;
  - (c) the supplying of the services again; or
  - (d) the payment of the cost of having the services supplied again.
11. Notwithstanding any other provision to the contrary, so far as the law permits, ADT shall not be liable under this Agreement in contract, under any indemnity, tort (including negligence), by statute or otherwise for loss or damage (whether direct or indirect) of profits, revenues, use, production, contracts,

corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.

12. To the extent permitted by law and except as otherwise provided herein ADT shall not be liable to the Customer for any delay or failure to provide the Services due to acts or omissions of the Customer and/or any third party including the Fire Brigades or a Carrier; any failure of the System; natural disaster; power failure; any communications failure; industrial dispute; interruption or unavailability of telephone or other communications link; inability to obtain materials or services; any loss or damage in the event of any isolation of the System or any other cause beyond ADT's reasonable control.
13. The Customer shall indemnify and keep indemnified ADT against any loss, damage, cost or expense that ADT may suffer and against all demands, actions, suits and causes of action that may be made against ADT arising out of:
  - (a) any false alarms generated by the System, except to the extent these are caused by ADT;
  - (b) any information provided by the Customer to ADT including the information contained in the Schedules, Commercial Account Application or in relation to the System or the Premises being incorrect or misleading;
  - (c) any liability arising as a result of any damage to the Equipment not caused by ADT;
  - (d) any default by the Customer under this Agreement; or
  - (e) the isolation of the System.

#### **Warranties & Acknowledgment**

14. To the extent permitted by law and except as otherwise provided herein all conditions, warranties and representations are expressly negated and excluded.
15. The Customer acknowledges that:
  - (a) where the Equipment Schedule specifies transmission of the Alarm Signals to the Fire Brigade, then ADT shall transmit only those signal(s) to the Fire Brigade and no other signal;
  - (b) ADT gives no guarantee against fire;
  - (c) the provision of the Services is an aid to risk management as the first line of defence against emergency situations;
  - (d) this Agreement is not intended as a policy of insurance nor a substitute for an insurance policy, and nothing in this Agreement shall constitute ADT as an insurer;
  - (e) ADT may engage subcontractors to provide part of the Services;
  - (f) ADT may in its discretion refuse to isolate the System;
  - (g) ADT may in its discretion require the Customer to provide to ADT a written request to isolate the System or in any way alter the System; and
  - (h) ADT is entitled to assume that any requests it receives from a Customer's representative or contractor to isolate the System or in any way alter the System has been authorised by the Customer.

#### **Termination**

16. Without limiting the Customer's legal rights, the Customer may, after the expiry of the Initial Term, terminate this Agreement at any time and for any reason by providing ADT with 90 days prior written notice. If the Premises are located in the state of Victoria, a copy of a building permit issued by a registered building surveyor or such other information as ADT may reasonably require must be provided with the written notice.
17. Termination will be effective 90 days after ADT's receipt of the written notice and a copy of the building permit (if relevant) or such earlier date agreed to between the parties. Where termination may result in the transfer to another fire monitoring provider, ADT reserve the rights to refuse the transfer where outstanding invoices are unpaid.
18. This Agreement may be terminated by ADT immediately if:
  - (a) the Customer is in breach of any express or implied term of this Agreement; or
  - (b) in ADT's reasonable opinion, the Customer commits or is deemed to have committed an act of insolvency;
  - (c) for whatever reason, the Fire Brigades Agreement is terminated or ADT is disconnected from the Fire Brigades automatic fire alarm system; or
  - (d) The customer is in breach of clauses 4(b) or 5.
19. Without limiting any other rights of ADT, in the event of termination by ADT pursuant to clauses 18 (a), (b) or (d) then the Customer shall pay to ADT upon demand by way of liquidated damages the sum equal to the Fees which would

otherwise be payable pursuant to this Agreement for the remainder of the Initial Term. If the Customer terminates this Agreement at any time during the Initial Term (other than by reason of breach by ADT), then the Customer shall pay to ADT upon demand by way of liquidated damages a sum equal to the Fees which would otherwise be payable pursuant to this Agreement for the remainder of the Initial Term.

20. Without limiting ADT's rights, ADT may terminate this Agreement at any time and for any reason by providing the Customer with 90 days prior written notice.

#### **Disconnection**

21. If, in the reasonable opinion of ADT, the System threatens the integrity of the fire alarm monitoring network of ADT or the Brigades, then ADT shall be entitled to disconnect the System from the network and ADT's obligation to provide the Services shall be suspended until such time as the System is reconnected. The System will not be reconnected until ADT is satisfied that the System no longer poses a threat to any relevant network.
22. If the Customer is in breach of any express or implied term of this Agreement (including but not limited to paying any amounts owing to ADT pursuant to this Agreement), and the Customer has failed to rectify such breach within 21 days of ADT's written notice, then without limiting ADT's rights to terminate this Agreement, ADT shall be entitled to disconnect the System from the network and ADT's obligation to provide the Services shall be suspended until such time as the System is reconnected. The System will not be reconnected until ADT is satisfied that the Customer has rectified the breach. ADT may charge the Customer a reconnection fee in accordance with ADT's then current rates and the Customer shall pay ADT such fees within 30 days of ADT's invoice.

#### **Assignment And Sub-Contracting**

23. ADT may assign, novate or sub-contract its rights and/or obligations under this Agreement.
24. The Customer may not assign or otherwise deal with its interest in this Agreement without ADT's prior written consent which shall not be unreasonably withheld.

#### **Equipment**

25. (a) ADT agrees to install the Equipment in the Premises and Customer warrants that it will do all acts, matters and things reasonably necessary to assist with same.
- (b) Title in the Equipment shall at all times remain with ADT.
- (c) The Customer shall not use or treat the Equipment in any manner that could damage the Equipment or cause it to malfunction and Customer will use all reasonable endeavours to ensure that the Equipment is kept safely, securely and free from exposure to damage of any kind, fair wear and tear excepted. Where the ASE becomes water/storm damaged or damaged by actions of the owner or a third party the Customer shall pay ADT for the service and replacement of the ASE in accordance with ADT's current rates applicable at the time.
- (d) If in ADT's opinion the Customers' power supply or batteries are found to be insufficient, a price variation may be submitted to install a new power supply and or batteries.
- (e) If ADT is required to attend the Premises in relation to the Equipment, ADT may charge the Customer a call out fee/service fee in accordance with ADT's then current rates and the Customer shall pay ADT such fees in accordance with the payment terms.
- (f) Upon termination of this Agreement ADT shall have the immediate right to take possession of the Equipment and for this purpose the Customer grants to ADT the right to enter any premises where the Equipment may be located, the right to remove all Equipment and Customer warrants that it will do all acts matters and things reasonably necessary to assist ADT in the removal of the Equipment. If for any reason ADT cannot take possession of the Equipment, then in addition to any other amount payable under this Agreement, the Customer shall pay to ADT the current value of the Equipment and in this respect a tax invoice issued by ADT as to its assessment of current value shall be conclusive evidence of that value. Payment to ADT of such current value shall transfer title in the Equipment to the Customer. The Customer acknowledges that the amount payable under this clause is a genuine pre-estimate

of the loss that would be suffered by ADT if it cannot take possession of the Equipment.

- (g) ADT reserves the right to register a security interest for the purposes of the *Personal Property Securities Act 2009*, as amended. The Customer agrees to do anything that ADT reasonably requires to ensure that ADT has a perfected security interest under the *Personal Property Securities Act 2009* in all the Equipment and a purchase money security interest in each part of the Equipment to the extent of the purchase price for that part, including to provide ADT with all such information that ADT requires in order to register a security interest at any time. The Customer will immediately advise ADT of any changes which may affect ADT's security interest.

#### **Notices**

26. Any notice or other communication under this Agreement required to be in writing shall be addressed to the address of the parties shown in this Agreement or to such other address as any party may notify in writing to the other parties and will be deemed to be duly received by or served on the addressee if in person, when delivered; if by post; seven days from the date of postage; if by facsimile transmission, on dispatch of the transmission.

#### **Special Conditions**

27. Any special conditions contained in any of the Schedules hereto shall form part of this Agreement.

#### **Miscellaneous**

28. No waiver by ADT of any default or breach or the non-acceptance by ADT of any repudiation of this Agreement by the Customer shall affect the rights of ADT in respect of any further or continuing default or breach or any subsequent repudiation by the Customer. No forbearance, delay or indulgence by ADT in enforcing its rights under this Agreement will prejudice or restrict the future enforcement of those rights.
29. This Agreement shall be binding on the heirs, successors and permitted assigns of the parties hereto.
30. In the event that any provision (or part thereof) contained in this Agreement is rendered void, invalid or unenforceable in any jurisdiction, then such provision (or part thereof) shall be severed from this Agreement without affecting the validity of the provision in any other jurisdiction or the remaining provisions in that jurisdiction.
31. Where there is more than one Customer, then the liability of each shall be joint and several.
32. In this Agreement:
- (a) the singular includes the plural and vice versa;
  - (b) any gender includes any other gender
  - (c) a reference to person includes a corporation or any other legal entity and vice versa.
33. No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party.
34. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties.
35. Any conditions or terms of purchase submitted by Customer deviating from or inconsistent with this Agreement will not bind ADT, notwithstanding any statement by the Customer that its terms and conditions prevail over the Agreement.
36. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
37. Any agreed amendment to this Agreement must be in writing and signed by both parties.
38. ADT shall maintain a log containing details of all Alarm Signals and Alarm Actions and such log will be conclusive evidence of the signals received by ADT at the Central Station and the subsequent Alarm Actions taken by ADT in response. ADT requires the right to maintain a log, record conversations and authority to forward details to the Fire Brigades.
39. The Customer acknowledges that ADT may record any telephone conversations between the Customer (and/or any third party who may contact ADT on behalf of the Customer) and the Central Station and the Customer irrevocably waives and releases all its rights in and to such recorded telephone conversations. The Customer consents to the use by ADT of

such telephone conversations in any legal proceedings and the disclosure by ADT of those conversations to law enforcement agency, Fire Brigade, or government investigatory or regulatory body.

40. The Customer authorises ADT to forward all relevant details contained in the Schedules to this Agreement to the Fire Brigades.
41. Customer acknowledges and agrees that ADT or any third party who takes or intends to take an assignment of this Agreement (collectively referred to as the "Collector") may collect personal information about the Customer over the Term.
42. Customer acknowledges without limitation that the Collector may:
  - (a) use the Customer's personal information:
    - (i) to assess any application by the Customer for the Services and the Customer's credit worthiness;
    - (ii) to collect any fees that are overdue under this Agreement;
    - (iii) to provide the Services to the Customer (including administration and the investigation or resolution of disputes relating to any Services provided to the Customer);
    - (iv) to provide information to the Customer about other goods and services which the Collector or its Related Bodies Corporate or any of its partners and associates may offer to the Customer;
    - (v) to send the Customer publications of the Collector; and
    - (vi) as otherwise required by law;
  - (b) disclose the Customer's personal information to:
    - (i) other service providers such as subcontractors engaged by the Collector to assist the Collector in providing the Services to the Customer;
    - (ii) the Collector's Related Bodies Corporate so that they can provide information to the Customer about goods and services they offer; and
    - (iii) governmental bodies such as the police, fire brigades and other providers of emergency services.
43. The Customer has a right to access to most personal information the Collector holds about the Customer, and a fee may apply for access. If the Collector denies access in some circumstances, the Collector will tell the Customer why.
44. The Customer warrants to ADT that each Contact consents to their details being provided to ADT for the purpose of ADT contacting them pursuant to this Agreement and where applicable also consents to his/her personal information being provided to ADT.

#### **INFORMATION COLLECTION STATEMENT**

Tyco Australia Group Pty Limited (ABN 93 076 836 416) trading as ADT Fire Monitoring ("ADT") respects your privacy and is committed to protecting your personal information.

The Privacy Act requires us to tell you when we collect personal information and how we will use it.

Personal information is information about you, such as your name and address.

We generally collect and use the personal information we need to complete business transactions with you as well as providing you with ongoing Customer support. Therefore we have recorded your details so we can contact you in future.

We may use your information to send you our publications. If you would prefer that we did not use your details this way, please contact our Privacy Compliance Officer whose details appear below.

ADT shares personal information with its related companies in the Johnson Controls Group of Companies both in and outside Australia.

The sorts of organisations outside the Johnson Controls Group of Companies to which we typically disclose personal information include the following:

- (a) service providers (e.g., businesses to which we contract alarm equipment service, maintenance work and mobile patrols, mailing houses, printers, auditors, debt collection agencies, process servers, lawyers, etc);
- (b) State government authorities; and
- (c) your insurance company.

You can access most personal information that ADT holds about you. Sometimes that will not be possible but if that is the case you will be told why. A fee may apply.

If at any time your details change please contact ADT's Customer Service Representatives on 131 005 or you would like to access your personal information please ask for our Privacy Officer.

Privacy Officer:

#### **Location: ADT Fire Monitoring**

Unit 38, 38-46 South Street

Rydalmere NSW 2116

Email: ANZ\_privacyofficer@tycoint.com

Telephone: +61 2 9947 7300

Facsimile: +61 2 9947 7266