

The 'NRMA Security - Monitoring and Equipment Terms and Conditions' outline the agreement between Us and You, and include terms that limit Our liability for certain types of loss or damage and permit Us to disclose your personal information to third parties (in accordance with Our Privacy Policy).

NRMA Security - Monitoring and Equipment Terms and Conditions

Your Customer Service Security Agreement ("Contract") is comprised of the following documents:

- (a) the Customer Agreement;
- (b) these Terms and Conditions;
- (c) the Direct Debit Request Service Agreement (if applicable).

Definitions

Alarm Event means the activation of Your Alarm System and includes a Personal Emergency Event.

Alarm System means Intruder Alarm System or Medical Alarm System as specified in the Customer Agreement.

Australian Consumer Law or **ACL** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of state and territory fair trading legislation as applicable.

Burglary Event means alarm activation that has been triggered as a physical break-in or problem to an alarmed area.

Contract Start Date means the commencement date of the Customer Agreement.

Contact List means the person(s) specified in the Customer Agreement.

Customer Call Plan means the procedures to be followed by Us in the event of receiving a signal from your Alarm System.

Direct Debit Request Service Agreement means agreement to establish pre-authorised payment under which a customer authorizes their bank to pay a fixed amount or variable amounts directly to a payee.

Emergency Services means police, ambulance, fire services or any other emergency service.

Equipment means the kind of Alarm System to be installed as specified in the Customer Agreement.

Fees means the fees specified in the Customer Agreement.

Force Majeure means act of God, fire, accident, interruptions to power or energy, strike, riot, civil commotion or war whether declared or not, act of terrorism, pandemic, industrial dispute, labour shortage, inability to obtain materials or other events outside our reasonable control.

Initial Term means 12, 24 or 36 months as specified in the Customer Agreement.

Intruder Alarm System means an alarm installed and/or monitored by Us for the purposes of providing an alarm signal when the areas of Your property specified in the Customer Agreement have been entered by an authorised person.

Maintenance Services (if applicable) means the maintenance services specified in the Customer Agreement.

Marketing Purposes means conducting market research and providing information and offers for products and services offered by us or our related entities, NRMA Motoring & Services or its related entities and other organisations whose products and services We promote.

Medical Alarm System means an alarm installed and/or

monitored by Us for the purposes of providing an alarm signal when activated by You creating a Personal Emergency Event.

Monitoring Services means the monitoring services specified in the Customer Agreement.

Multiple Activation means when two or more devices connected to an Alarm System are triggered within a 5 minute period which has activated the alarm system.

NRMA Insurance means Insurance Australia Limited ABN 11 000 016 722, trading as NRMA Insurance.

NRMA Motoring & Services means National Roads and Motorists' Association Limited ABN 77 000 010 506.

Patrol Response Services means the patrol response service nominated by the Customer under Patrol Response Authority in the Customer Agreement.

Payment Plan means the payment plan specified in the Customer Agreement.

Personal Emergency Event means a medical situation which requires the triggering of an alarm activation.

Premises means the premises specified in the Customer Agreement where the Equipment is installed.

Preventative Maintenance refers to a periodic prescribed inspection, testing and/or servicing of Equipment. Any repairs or parts required are provided at an additional cost to the customer. Preventative Maintenance is scheduled during normal business hours only.

Privacy Policy means the NRMA Insurance privacy policy, as updated from time to time.

Services means the Monitoring Services, Maintenance Services and Patrol Response Services.

Single Activation means when any single device connected to an Alarm System is triggered and activates the alarm system.

Smoke Detection Event means a smoke or fire event triggering an alarm activation.

Term means monitoring term and/or maintenance specified in the Customer Agreement and includes any extension or reduction of that term in accordance with Your Contract.

User Manual means the system manual that We provide You with from time to time.

We, Our, Us or NRMA Security means HSC Home Security Pty Ltd ABN 72 639 956 460, and includes our subcontractors, agents and employees.

You or Your means the person(s) specified in the Customer Agreement.

Term

THE CONTRACT WILL BE AUTOMATICALLY RENEWED ON A MONTHLY BASIS FOLLOWING THE INITIAL TERM UNLESS TERMINATED BY EITHER PARTY.

Termination

You may terminate the Contract at any time by giving Us at least 30 days' notice in writing.

We may terminate this Contract if:

- (a) We notify You that You are in breach of the Contract (other than for default in payment) and You fail to rectify that breach within 7 days;
- (b) You default in making a payment, as outlined in the

- “Fees” section below; or
 (c) if You become insolvent.

If You terminate the Contract during the Initial Term, You will be required to pay the following:

- (a) in respect of Monitoring Services only, if the termination occurs in the first 12 months of the Term, a \$55 early termination charge; and
- (b) any outstanding Fees for the Equipment,

except where You terminate the Contract due to changes by Us to the Contract (refer to “Changes by Us” section below) or our default under the Contract.

Upon termination of this Contract, You will be responsible for any costs relating to uninstalling and/or decommissioning the Equipment, except where We terminate other than for your breach. This will need to be carried out by a technician at the Premises. Failure to properly uninstall the Equipment may result in You incurring additional charges from Your telecommunications provider.

Installation of Equipment

You will provide access to the Premises for Us, Our employees and/or agents at all necessary times to install, maintain or repair the Equipment and to uninstall or decommission the Equipment.

The commencement of the Services is subject to Us carrying out an initial inspection of the Premises on the date scheduled for installation of the Equipment.

Once the Equipment is installed, We will send a test signal to the telephone line at the Premises or through GPRS every 7 Days (intruder Alarm Systems) or 24 hours (medical Alarm Systems) to ensure the communication channel is functioning. You will be responsible for any costs relating to this testing.

Change of Premises

If You advise us of a change of Premises, we will use our best endeavours to provide the Equipment and Services to you at the new Premises.

If You change the Premises during the Term, We will use our best endeavours to continue to provide the Services at the new Premises under the Contract. We will, where reasonably practicable, relocate the Equipment to the new Premises and where alarm equipment is already installed at the new Premises, utilise the existing equipment in the Alarm System

You acknowledge and agree that:

- (a) depending on the nature of the new Premises and the alarm equipment already installed at the new Premises (if any), additional Equipment may be required in order for Us to provide You with the Services;
- (b) if additional Equipment is required, We will notify You of what is required, including any parts, and any additional costs; and
- (c) reasonable charges will apply for removal and reinstallation of Equipment and/or installation of additional Equipment, as applicable.

Alternatively, you may terminate this Contract by giving us at least 30 days’ written notice, as outlined in the “Termination” section above.

Customer Obligations

You agree to do the following:

- (a) pay the Fees;
- (b) immediately advise Us of any changes to the Contact List;
- (c) immediately advise Us of any changes in Your circumstances which could reasonably be seen to affect the provision of the Services;

- (d) provide and maintain a continuous supply of 240V AC power at the Premises at the location of the control panel for the Equipment;
- (e) provide and maintain a working telephone line at the Premises (if applicable);
- (f) provide access to the Premises for Us, Our employees and/or agents to install, maintain or repair the Equipment and to uninstall the Equipment;
- (g) keep the Equipment in good order and repair and immediately report any faults to Us;
- (h) if You have elected not to have any Maintenance Services, You will carry out regular testing on the Equipment and not less than every three (3) months to ensure it is in good working order and report any faults to Us;
- (i) tell Us of any changes to Your telecommunications carrier or Your telephone line or if You change address; and
- (j) tell Us when the Services are no longer required.

Our Obligations

We agree to do the following:

- (a) supply the Equipment;
- (b) install and test the Equipment;
- (c) provide the Services in accordance with the Contract – We may use third parties in the provision of the Services;
- (d) provide You with a User Manual and show You how to use the Equipment; and
- (e) act in accordance with Your instructions.

Changes by Us

WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME.

If We change these Terms and Conditions, we will provide you with 30 days’ prior notice of any upcoming changes in writing, and those changes will not take effect until the end of that 30-day period. You can also view the current version of these Terms and Conditions on our website at <https://www.nrma.com.au/security-monitoring>.

If we change these Terms and Conditions, without limiting your other termination rights under this Contract, You may terminate the Contract by giving Us notice in writing no later than 14 days from the end of the 30-day period referred to above. Subject to the above, Your continued use of our Services after these Terms and Conditions have been revised, constitutes your acceptance of the revised Terms and Conditions.

Fees

You agree to pay the Fees for the:

- (a) Equipment; and
- (b) Services.

The Fees for the Equipment must be paid in full on or before the Contract Start Date unless under a Payment Plan. The Fees for the Services are payable in advance from the Contract Start Date either:

- (a) in full for the Initial Term - if You wish for the Services to continue You will need to pay for the next year in full or via a Payment Plan; or
- (b) monthly in accordance with the Payment Plan - where you elect to pay via Payment Plan, You agree to be bound by the terms of the Direct Debit Request Service Agreement.

We will notify You if You default in making a payment and it remains unpaid for more than 30 days. If you do not rectify your default within a further 7 days of Our notification, We may do any one or more of the following:

- (a) suspend the Services until the payment is made;
- (b) set-off any unpaid Fees against amounts that You

- have paid in advance;
- (c) terminate the Contract;
- (d) disconnect or uninstall and remove, at Your cost, the Equipment from the Premises.

Monitoring Services

You acknowledge that the Equipment is designed to communicate the activation of an Alarm Event or Personal Emergency Event to our monitoring station through the use of a telephone line or other communication channel. You will be responsible for all charges relating to the use of such communication devices.

An Alarm Event or Personal Emergency Event, activated through the use of the Equipment, can only be monitored by the monitoring centre where the Equipment is within range of the control panel that is installed at the Premises subject to any limitations of the Equipment or areas of Your Premises where the Alarm System may not operate due to interference or blocking of the signal which will be specified by our technician on installation and set out in the Customer Agreement.

Where an Alarm Event or Personal Emergency Event is triggered, We will use all reasonable efforts to respond in accordance with the Customer Call Plan.

Where We are unable:

- (a) to respond in accordance with the Customer Call Plan; or
- (b) where We reasonably believe that the Customer Call Plan is not appropriate in the particular circumstances; or
- (c) where We cannot obtain instructions from You or an appropriate contact person,

You authorise Us to take such action as We consider necessary in the circumstances. This may include Us contacting and dispatching Patrol Response Services or Emergency Services to the Premises and You authorise Us or Emergency Services access, using any reasonably necessary force, to Your Premises.

Where Patrol Response Services or Emergency Services are dispatched, You agree to pay any costs relating to the services provided.

Where, in providing the Patrol Response Services, We find that the Premises have been physically damaged and You or Your Contacts cannot be reached, We may, at our discretion, take such measures as We deem appropriate in the circumstances to secure and/or protect the Premises which may include engaging a static guard, and You agree to pay us any additional costs We incur in this regard.

You must keep all security codes for operating the Equipment private and ensure that any keyfob remotes, keys or other security access devices are kept securely.

We will not be liable for any default or failure to perform Our obligations under this Contract where such a default or failure is as a result of Force Majeure.

Maintenance Services

If Maintenance Services apply to this Contract, and where You have requested Maintenance Services, We will provide the Maintenance Services in accordance with this Contract.

We will provide any Preventative Maintenance as required, including inspection and testing of the functions of the Equipment. We will organise for this to be done during business hours. Where We identify that repairs are necessary, We will notify You of what is required, including any parts, and any additional costs.

Warranties

Installation warranty

We warrant the labour for a period of 12 months from

installation.

Defects in the installation that occur which affect the performance of the Alarm System and notified to Us within this warranty period will be rectified, resupplied or the purchase price of the installation refunded to You, at our discretion.

How to make an installation warranty claim

To claim under the installation warranty you should contact us as follows:

- (a) call us on - 132 553; or
- (b) write to us at - HSC Home Security Pty Limited, PO Box 297, Hurstville NSW BC1481

Subject to our obligations under the ACL, including our obligation to undertake the installation with due care and skill, warranty claims must be made within the warranty period.

What the installation warranty does not cover

- (a) un-authorised repairs or alterations performed on the supplied system;
- (b) damage or misuse, accident, neglect or improper operation, modification or adjustment;
- (c) adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism or damage caused by vermin;
- (d) incorrect or improper maintenance; and
- (e) use of non-authorised/non-standard, defective or incompatible parts.

Equipment Warranty

Some Equipment may come with a manufacturer's warranty. If You wish to claim against a manufacturer under its equipment warranty please contact us and where possible We will arrange for the return of the Equipment to the manufacturer. In some cases You may need to contact the manufacturer directly.

Australian Consumer Law (ACL)

The above warranties are in addition to other rights and remedies you may have under the Competition and Consumer Act 2010 and similar state and territory laws.

Our goods and services come with guarantees that cannot be excluded under the ACL if you are a consumer under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are 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.

In all other cases our liability will be limited:

- (a) for Equipment to our choice of any of the following (determined in our sole discretion):
 - replacement of the Equipment;
 - repair of the Equipment;
 - payment of the cost of replacing the Equipment or acquiring equivalent Equipment; or
 - payment of having the Equipment repaired; and
- (b) for Services to our choice of any of the following (determined in our sole discretion):
 - supply of the Services again; or
 - payment of the cost of having the Services supplied again.

Liability

IN THE CASE OF US BEING FOUND LIABLE TO YOU, SUBJECT TO OUR OBLIGATIONS UNDER THE ACL ABOVE, OUR LIABILITY TO YOU IS LIMITED TO THE GREATER OF:

- (a) \$10,000; OR

(b) **THREE (3) TIMES THE VALUE OF THE FEES PAID OR PAYABLE UNDER THE CONTRACT AS AT THE DATE OF THE CLAIM,**

INCLUDING LEGAL COSTS IN RESPECT OF THE AGGREGATE OF ALL CLAIMS DURING THE TERM.

TO THE EXTENT WE ARE ABLE TO UNDER LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE YOU SUFFER THAT IS CAUSED BY THE SERVICES OR ANY LOSS OR DAMAGE THAT HAS BEEN CAUSED BY YOUR ACTIONS. Nothing in these terms affect Your statutory rights.

Privacy

We value the privacy of personal information We collect about You. We collect Your personal information directly from You or through others including entities listed in our Privacy Policy. They include our related entities, agents and distributors.

How We use Your personal information

We and the parties listed in our Privacy Policy will use Your personal information for the purposes it was collected for. That usually includes to provide You with assistance, a product or service You requested.

Your personal information may also be used for other purposes that are set out in our Privacy Policy. You may choose to not give Us Your personal information. However, not giving Us Your personal information may affect our ability to provide You with a product or service.

Further information

We may disclose Your personal information to:

- (a) related entities;
- (b) our service providers — which includes some service providers that may be based overseas, and
- (c) other parties as set out in our Privacy Policy.

The Privacy Policy provides more information about how We collect, from whom We collect and how We hold, use and disclose Your personal information. The Privacy Policy also provides information about how You can:

- (a) access Your personal information;
- (b) ask us to correct Your personal information; and
- (c) complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

You can get a copy of Our Privacy Policy by:

- calling 132 132
- visiting nrma.com.au
- visiting an NRMA Insurance branch

Contact

Should You have any questions or queries in reference to these terms and conditions, or Your Contract with Us, please do not hesitate to call Us on 132 553.

NRMA Security services are provided by HSC Home Security Pty Ltd, ABN 72 639 956 460. PO Box 297 Hurstville BC NSW1 481. Phone 132 553.

NSW Master Licence No. 000105649, ACT Master Licence No. 17502691, QLD Security Firm License No. 4412482, SA Security Licence No. ISL 304966 & WA Security Licence No. 79272.

Direct Debit Request Service Agreement

You have chosen to pay by direct debit. This Agreement outlines the terms and conditions applicable to Your Direct

Debit Request. You agree to these terms and conditions unless You notify us otherwise before the first Debit Day.

Definitions

Account means the account held at Your Financial Institution from which We are authorised to arrange funds to be debited.

Agreement means this Direct Debit Request Service Agreement between us and You, including the Direct Debit Request.

Business Day and **Banking Day** means a day other than a Saturday or a Sunday or a listed public holiday.

Debit Day means the day that payment is due under Your NRMA Security product.

Debit Payment means a particular transaction where a debit is made, according to Your Direct Debit Request.

Direct Debit Request means the direct debit request between us and You.

Us, We, Our and NRMA Security means HSC Home Security Pty Ltd ABN 72 639 956 460, the company You have authorised to debit Your Account.

You and Your means the customer(s) who provided consent to this Agreement.

Your Financial Institution is the financial institution where You hold the account that You have authorised us to arrange to debit.

1. Debiting Your Account

1.1 By providing consent to a Direct Debit Request, You have authorised us to arrange for funds to be debited from Your Account according to the agreement We have with You.

1.2 We will only arrange for funds to be debited from Your Account:

- (a) as authorised in the Direct Debit Request; and/or
- (b) according to any notice sent to You by us, specifying the amount payable for a product and the date the payment is due.

1.3 If the Debit Day falls on a day that is not a banking day, We may direct Your Financial Institution to debit Your Account on the following or previous banking day. If You are unsure about which day Your Account has or will be debited, please check with Your Financial Institution.

2. Changes by Us

WE MAY VARY ANY DETAILS IN THIS AGREEMENT OR A DIRECT DEBIT REQUEST AT ANY TIME BY GIVING YOU AT LEAST SEVEN (7) DAYS' WRITTEN NOTICE.

If we change any details in this Agreement or a Direct Debit Request, without limiting your other termination rights under this Contract, You may terminate the Agreement or relevant Direct Debit Request (as applicable) by giving Us at least 7 days' written notice within 7 days of us notifying you of the change.

For the avoidance of doubt, you will not need to pay any fees for termination if you terminate this Agreement or Direct Debt Request (as applicable) due to our changes to the terms.

3. Changes by You

3.1 Subject to 3.2 and 3.3, You may change the arrangements under a Direct Debit Request by contacting us on 132 553.

3.2 If You wish to stop or defer a Debit Payment You must contact us at least two Business Days

before the next Debit Day.

- 3.3 You may also cancel Your request for us to debit Your Account at any time by contacting us at least two Business Days before the next Debit Day.

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made. If there are insufficient clear funds available in Your Account to meet a Debit Payment:

- (a) You or Your Account may be charged a fee and/or interest by Your Financial Institution;
- (b) You or Your Account may be charged a fee to reimburse us for charges We have incurred for the failed transaction;
- (c) You must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in Your Account within the next seven days or another time We agree with You so that We can process the Debit Payment.

- 4.2 Please check Your account statement to verify that the amounts debited from Your Account are correct.

- 4.3 If We are liable to pay goods and services tax (GST) on a supply made in connection with this Agreement, then You agree to pay us on demand an amount equal to the GST included in the consideration payable for the supply.

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your Account You should call us on 132 553 as soon as possible so that We can resolve Your query quickly. We may request written confirmation of the transaction.

- 5.2 If our investigations show that Your Account has been incorrectly debited We will arrange for Your Financial Institution to adjust Your Account (including interest and charges) accordingly. We will also notify You of the amount by which Your Account has been adjusted.

- 5.3 If our investigations show that Your Account has not been incorrectly debited We will respond to Your query by providing You with reasons and copies of any evidence for this finding.

- 5.4 Any queries You may have about an error made in debiting Your Account should be directed to us in the first instance so that We can attempt to resolve the matter between us and You. If We cannot resolve the matter You can still refer it to Your Financial Institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.

6. Accounts

- 6.1 You should check:
- (a) with Your Financial Institution whether direct debiting is available from Your Account as direct debiting is not available on all accounts offered by financial institutions.
 - (b) Your Account details which You have provided to us are correct by checking them against a recent account statement.
- 6.2 **Warning:** if the account number You have quoted is incorrect, You may be charged a fee to reimburse costs in correcting any deductions

from:

- (a) an account You do not have the authority to operate; or
- (b) an account You do not own.

7. Confidentiality

- 7.1 We will keep any information (including the details of your Account) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

- 7.2 We will only disclose information that We have about You:

- (a) to the extent specifically permitted by law; or
- (b) for the purposes of this Agreement (including disclosing information in connection with any query, dispute or claim).

8. Notice

- 8.1 If You wish to notify us in writing about anything relating to this Agreement, You should contact us on 132 553 for the correct mailing address.

- 8.2 We will notify You by sending a notice in the ordinary post to the last address You notified to us.

- 8.3 Any notice will be deemed to have been received two business days after it is posted.

Patrol Response Service – Important Information

In the event that the Monitoring Centre is unable to contact anyone on the Response Call List, NRMA Security has a duty of care to initiate an appropriate response which may include the sending of a patrol vehicle to the premises where the activation event has occurred.

Police, ambulance and the fire brigade may also be advised of relevant alarms in accordance with prescribed communication protocols as set by Australian standards.

The customer is financially responsible for all costs associated with patrol attendance and attendance by any of the emergency services.

It is the responsibility of the customer to advise the Monitoring Centre if a false alarm has been caused.

Instruction During Alarm Response

Where a customer or a nominated person on the callout list directly provides instructions in the course of actioning an alarm response, these instructions will override the standing alarm response procedures. The customer is financially responsible for all costs associated with the requested response.

Patrol Response Service

As part of the patrol response, NRMA Security will undertake the following:

- dispatch of a patrol vehicle to the monitored premises;
- inspection of the monitored premises for signs of intrusion; and/or
- provision of assistance as required to the customer or emergency services.

The patrol officer will inspect areas of the premises which are readily accessible. The patrol officer **will not** climb fences, enter areas with pets or undertake tasks that may endanger their safety.