

CONDITIONS OF AGREEMENT**1. NATURE OF GOODS AND SERVICES**

It is acknowledged and agreed by the parties that:

- (a) The Charges payable by the Client are based solely on the value of the Services provided by WILSON SECURITY and are unrelated to the value of the Client's premises or property or the property of others located in the Client's premises.
- (b) WILSON SECURITY delivers and the client accepts the Services on the basis that the Services are of a deterrent nature and that no guarantee implied or otherwise is offered by WILSON SECURITY that the events identified in (a) above will be prevented.

2. A PATROL SERVICE IS A SHARED SERVICE

The Client acknowledges that Patrol Services are a shared service with other clients of WILSON SECURITY in the area and interruptions or delays (or both) caused by break-ins at any other client's premises and other emergencies including fire, flood, accident, police or emergency service activities, busy periods and other unforeseen circumstances may delay or prevent the response or the stated number of inspections being carried out during each service provided. WILSON SECURITY will not be liable for any non-performance or delay due to these and other causes of a similar nature but will provide a replacement service (refer Clause 3).

3. REPLACEMENT PATROL SERVICE

Where WILSON SECURITY is unable to complete the stated number of inspections due to the Shared Services provisions, WILSON SECURITY will provide replacement inspections prior to end of the succeeding billing period.

4. LIABILITY

(1) Subject to Clause 2 WILSON SECURITY will not be liable to the Client for:

- (a) Any loss or damage caused by any reason beyond the control of WILSON SECURITY including but not limited to mechanical break-down, storm, earthquakes, strikes, lock-outs, labour disputes of whatever type, act of God, war (whether declared or not), act (administrative or legislative) of any Government, riot or civil commotion, fire, explosion or act of omission of the Client, its servants or agents.
- (b) Any indirect or consequential damage.
- (c) Any loss, damage or liability suffered or incurred by the Client except to the extent to which such loss, damage or liability is caused by the negligence of WILSON SECURITY or any of its employees acting within the scope of their employment.

(2) Subject to clause 4 any liability on the part of WILSON SECURITY to the Client arising under this Agreement or at common law (including liability for negligence) in respect of any death or injury to any person or loss, damage or liability of whatsoever nature sustained or incurred by the Client shall be limited to a sum not exceeding \$10,000,000 (which shall include all legal costs) in respect of the aggregate of all claims arising during any consecutive period of 12 months.

(3) The Client indemnifies WILSON SECURITY against any costs, damages, loss or liability of any kind (including legal costs and disbursements) suffered or incurred by WILSON SECURITY in respect of personal injury or death of any person, or loss of or damage to any property arising out of or in connection with the Services, arising from any act, error or omission of the Client.

5. TRADE PRACTICES ACT

(1) These conditions shall be read subject to the Trade Practices Act 1974 (Cmth) and to any implied terms, conditions or warranties imposed by that Act or any other Commonwealth, State or Territory legislation insofar as that legislation may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term condition warranty.

(2) In cases where Part V Division 2 of the Trade Practices Act 1974 (or equivalent part of any State or Territory legislation) applies to the supply of goods and services other than those ordinarily acquired for personal domestic or household use or consumption WILSON SECURITY's liability to the Client shall be limited as WILSON SECURITY determines:

- (a) in the case of goods to any one of the following:
 - (i) the replacement of the goods or the supply of equivalent goods: or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired;
- (b) in the case of services any one of the following:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

6. NOTIFICATION OF CLAIMS

Claims against WILSON SECURITY must be made by the Client to WILSON SECURITY in writing within 7 days of the day that the existence of the claim came or should have come to the notice of the Client and must state the nature, grounds and amount of the claim. Time is of the essence in respect of this Clause and claims not notified within 7 days shall not be allowable or admitted and shall be deemed waived or abandoned by the Client.

7. INDUSTRIAL ACTION

WILSON SECURITY will not provide Services which interfere with lawful industrial action.

8. NOTICES

Notices to be given under this Agreement may be served by either party by registered post, by delivery to the address of the party stated in this Agreement or its registered address, or by email. Service may also be effected by facsimile with service deemed to be effected when the sending party's machine produces a transmission report indicating that error free transmission has been effected. If service is effected by email, service is deemed to be effected one hour after the email was sent, unless the sender receives notification from its or the recipient's email server that the email is undeliverable, or was not delivered, in which case service is deemed to have not been effected.

9. TERMINATION

- (a) WILSON SECURITY may terminate this Agreement immediately if the Client is in breach of any of these Conditions or if the Client commits any act of bankruptcy, makes arrangement or composition with its creditors, has receiver or manager appointed over any part of its undertaking or assets, has petition presented for its winding up or goes into liquidation on a voluntary or compulsory basis.

10. WAIVER

No waiver of any or all of these Conditions, or failure to enforce any term of this Agreement, or any time or indulgence granted to the Client by WILSON SECURITY will prejudice any rights which WILSON SECURITY has in respect of any subsequent breach of this Agreement by the Client.

11. NON-ASSIGNABILITY

The Client shall not assign its rights or transfer its obligations under this Agreement without the prior written consent of WILSON SECURITY. WILSON SECURITY may assign its rights or transfer its obligations under this Agreement without the consent of the Client.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties in relation to the provision of the Services. Any conditions which appear on any purchase order or other document produced by the Client will be void and of no effect.

13. VARIATIONS

- (a) The Charges are based upon wages, related costs and general costs existing at the date of this Agreement. WILSON SECURITY reserves the right to vary the Charges to allow for any increases in operating costs by giving written notice to the Client stating the amount of the increase and the date upon which the increase is to apply.
- (b) WILSON SECURITY may vary these terms and conditions at any time by giving notice in writing to the client.

14. PAYMENT AND INTEREST CHARGES

- (a) Subject to the remainder of this clause 14, the Client must pay the Charges, or if not specified within 7 days of receiving an invoice from WILSON SECURITY, or as otherwise directed by WILSON SECURITY.
- (b) The Client may request that WILSON SECURITY invoices the Client's customer directly for the Charges by notifying WILSON SECURITY of that request in writing.
- (c) If WILSON SECURITY agrees to invoice the Client's customer directly for the Charges, and does so, and the Client's customer pays the amount of an invoice in full to WILSON SECURITY within [7] days of the date of the invoice (**Paid Invoice**), the Client's obligation to pay the Charges the subject of the Paid Invoice to WILSON SECURITY is discharged.
- (d) If WILSON SECURITY agrees to invoice the Client's customer directly for the Charges, and does so, and the Client's customer does not pay the amount of an invoice in full to WILSON SECURITY within [7] days of the date of the invoice (**Unpaid Amount**), the Client agrees that WILSON SECURITY may invoice the Client for the Unpaid Amount directly and the Client must pay the Unpaid Amount to WILSON SECURITY within [7] days of the date of the invoice issued to the Client.
- (e) Time shall be of the essence in respect of the payment of amounts due. The Client shall pay interest on overdue amounts (including in respect of Unpaid Amounts) at the rate of 1.5% per month from the date payment is due to the date on which payment is received by WILSON SECURITY.
- (f) If the Client fails to pay to WILSON SECURITY any amounts under this Agreement (including any Unpaid Amounts), WILSON SECURITY may:
 - suspend the Services;
 - immediately terminate this Agreement by providing written notice to the Client;
 - terminate any credit facilities; and
 - institute legal action for recovery of outstanding amounts and costs incurred.

15. COSTS ASSOCIATED WITH RECOVERY ACTION

The Client must pay WILSON SECURITY on demand all costs and expenses, including legal costs, incurred by WILSON SECURITY in the collection of any overdue account, or incurred by WILSON SECURITY due to any breach of this Agreement by the Client.

16. GOVERNING LAW

The Agreement shall be governed by and constructed in accordance with the laws of the State or Territory in which it is entered in to.

17. CLIENT'S OBLIGATIONS

The Client must provide WILSON SECURITY with all relevant information to carry out the Services. Where WILSON SECURITY has keys or code access to the Client's premises, the Client must not change any lock(s) or code(s) without first notifying WILSON SECURITY and supplying it with replacement key(s) or the new code(s).

18. GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the consideration for that supply is increased by an amount determined by the supplier, not exceeding the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.
- (c) WILSON SECURITY must issue a tax invoice to the Client in respect of which clause 17(b) applies no later than 7 days following payment of the GST inclusive of the consideration determined under that clause.
- (d) If either party is entitled under this Agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified, or by its representative member.