



## Terms and Conditions for the Provision of Monitoring Services

### DEFINITIONS

"**Agreement**" means these terms and conditions, the Invoice and any exhibits or attachments hereto.

"**Customer**" means the customer specified in the Invoice.

"**Modern Slavery**" has the meaning given in the Modern Slavery Act 2018 (Cth).

"**Sanctions**" means economic or financial sanctions or trade embargoes or other equivalent restrictive measures imposed, administered or enforced from time to time by any of the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to this Agreement.

"**Sanctions List**" means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented or substituted from time to time.

"**Service Fee**" means Securitas' charges to the Customer for the provision of the Services, as set out in the invoice as well as charges for any additional services agreed between the parties. Such charges may be varied from time to time in accordance with the terms of this Agreement.

"**Scope of Work**" means the specification of services provided by Securitas if applicable specified in a Proposal.

"**Services**" means the services to be provided by Securitas under this Agreement, as specified on the invoice.

"**Securitas**" means Stay Safe (SA) Pty Ltd or any other subsidiary of PSGA Pty Ltd or any other expressly stated entity.

### DURATION

This Agreement shall, subject to termination, commence from the date Securitas starts providing services to the customer until terminated by either party, in writing, at least thirty (30) days prior to the end date. If it is or becomes unlawful, or contrary to any law, enabling legislation, executive order or regulation in relation to Sanctions, for Securitas to perform any of its obligations under this Agreement, or if the Customer or its direct or indirect owner is added to a Sanctions List, Securitas may, in its absolute discretion cease performing its obligations under this Agreement immediately and/or terminate this Agreement; and Customer agrees that Securitas will not be liable to Customer for any loss (including any consequential loss), damage or delay whatsoever as a result of Securitas ceasing to perform its obligations.

### SCOPE AND PERFORMANCE OF SERVICES

Service and Equipment. Securitas agrees to provide the Services to the Customer under the specific terms set out in this Agreement. All software, materials and/or documentation supplied by Securitas shall always be the property of Securitas, unless otherwise agreed in writing between the parties. Securitas may use subcontractors to provide some or all of the Services. Securitas will be responsible for such subcontractors' subject to the limitations of liability stipulated in this Agreement. Securitas does not guarantee a function or result of the Services or accept overall responsibility for the security at the Customer's Site(-s). Unless otherwise agreed in the Scope of Work, Securitas is not engaged as a security consultant. Securitas makes no representation, express or implied, that its Services will prevent any loss or damage.

### SERVICE FEES

Service Fee. The Customer shall pay the Service Fee to Securitas for the provision of the Services as specified in the proposal and/or invoice. Securitas shall be entitled to adjust the Service Fee during the term of this Agreement immediately in case Securitas' costs for the provision of the Services increase due to (i) increased labour costs or costs related to equipment provided, (ii) changes in insurance premiums and/or (iii) changes in legislation or regulations relating to the Services



## **PAYMENT**

Payment of the service fee. Customer will be billed quarterly in advance or as per the terms set out in the invoice. Invoices are payable fourteen (14) days from the date of the Invoice, without any setoff, to the remittance address on the Invoice. Acceptance of Services and payment of any invoices is deemed acceptance of these terms and conditions.

## **LIMITATION OF LIABILITY**

This Agreement shall be subject to any rights conferred upon Securitas and the Customer arising under Australian Consumer law which cannot by agreement be excluded, restricted or modified. The Customer acknowledges that the Service Fee reflects Securitas' assessment of the risks and exposures based on information provided by the Customer and that the Agreement and the Scope of Work is conditioned upon the fact that Securitas' liability in this Agreement is limited as provided herein. Exclusion of Indirect and Consequential Damages. To the extent permitted by law including the Australian Consumer Law, Securitas shall not be liable for: loss of actual or anticipated profit; punitive damages; any other indirect or consequential damages; purely financial loss; loss of income; loss of goodwill; loss of business; or loss of revenue, all whether foreseeable or not, even if Securitas has been advised of the possibility of such losses or damages. Nothing in this Agreement shall exclude or in any way limit Securitas' liability to the extent the same may not be excluded or limited as a matter of applicable law including under the Australian Consumer Law. Maximum Liability. Notwithstanding anything to the contrary in this Agreement but without limiting a Customer's rights, if Securitas' maximum liability is not set out under a Scope of Work for Services rendered then Securitas' annual maximum liability to the Customer under this Agreement shall not exceed, the total of the aggregate Service Fees paid by the Customer during the 6 month period immediately preceding the date on which the relevant cause of action arose, or if the cause of action arises in the first 6 months of this Agreement then the aggregate Service Fees payable in such first year of this Agreement. If the maximum liability is set out under a Scope of Work for Services rendered, then the maximum liability set out in the Scope of Work will prevail for those Services rendered. If the Customer has rights to remedies under the Australian Consumer Law arising from Securitas' failure to meet a consumer guarantee in the provision of the Services (or part thereof), Securitas' liability is limited to, at the election of Securitas, re-supply of those Services or paying for the cost of having those Services supplied again. The Customer shall notify Securitas of any claim arising from the Services in reasonable detail and in writing within thirty (30) days from the date on which the Customer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim. If the Customer does not provide such notice to Securitas within six (6) months from the occurrence, Securitas shall have no obligation to make any payment whatsoever relating to such claim.

## **GROUNDINGS FOR RELIEF**

Force Majeure. The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Article. The party intending to claim relief under this article shall inform the other party without delay on the occurrence and on the cessation of such circumstance. If grounds for relief prevent the Customer from fulfilling its obligations, the Customer shall reimburse Securitas for costs incurred in securing and protecting the Site(s). The Customer shall also reimburse Securitas for costs incurred for personnel, sub-contractors and equipment which, with the consent of the Customer, are held in readiness to resume the Services. Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement and the Services with immediate effect by written notice to the other party if performance of the respective undertakings is delayed more than thirty (30) days by reason of any grounds for relief as described in this article.

## **CONFIDENTIALITY AND DATA PROTECTION**

Confidential information. Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the delivery of Services and performance of any other duties under this Agreement.

Data Protection. The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to collect, store, use and disclose personal information obtained throughout the performance of this Agreement with care, in keeping with applicable legislation, including the *Privacy Act 1988* (Cth) (**Privacy Act**) and relevant health records laws in each State or Territory (where health information will be collected). The parties agree to use such information only for the



purpose of performing their duties as set out in this Agreement. Where practicable, the Customer will take necessary steps to notify individuals that Securitas is collecting their personal information for security purposes, to advise of the purposes for which that Information will be used, and ensure that the individuals provide necessary consent for the collection of their personal information. Securitas will follow the Customer's instructions as to the collection, use and disclosure of personal data and will take such technical and organisational measures as may be necessary to keep such data secure and to process it in accordance with the Customer's requirements, including providing necessary access to and correction of any personal information it holds. Securitas will also collect anonymised and aggregated information about individuals for the purpose of assessing and improving its service offering. Securitas may, in its absolute discretion, transfer data to a related entity and that data may be stored outside of Australia. For the avoidance of doubt, the Customer must not transfer or disclose any information whatsoever in relation to Securitas or the Services to any third party without prior written consent from Securitas that must not be unreasonably withheld.

**Data Breach:** If either party becomes aware or suspects that there has been loss, unauthorised access to, or disclosure of personal information (a Data Breach) then the party must immediately notify the other party of the Data Breach. The parties will comply with mandatory data breach notifications under the Privacy Act. Once an actual or suspected Data Breach has been identified, the other party will work with the identifying party to investigate whether a Data Breach has occurred and identify the circumstances of the Data Breach. The parties will provide each other with access to and copies of all relevant records and documentation. Where practicable, the parties will work together to identify the point of the Data Breach and the owner of the Information will take responsibility for determining whether the Data Breach results in a real risk of serious harm to any of the individuals to whom the information relates, and undertaking related notification steps.

**Data Retention:** The Customer acknowledges and agrees that it will only hold Data only as long is necessary to implement, administer and manage its service offering. Upon Termination of the Contract, the Customer will remove all Securitas Data from its systems within seven (7) days. If the Customer retains Securitas Data it would be to satisfy their legal or regulatory obligations.

**ISO 27001 Compliance:** Securitas is ISO 27001 certified and the Customer acknowledges that it is either:

- (i) ISO 27001 certified; or
- (ii) Has appropriate processes in place to ensure its business practices meet the requirements of ISO 27001 and will implement, maintain, and continually improve their information security management system to ensure continuous compliance.
- (iii) Securitas reserves the right to audit the Customer's compliance with this clause or any of its information security practices and confidentiality obligations, including but not limited to onsite inspections.

## **MISCELLANEOUS**

**Independence.** Securitas is an Independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees. Severability. If any provision of this Agreement is held to be unenforceable, it shall be modified to that it is enforceable to the maximum extent permitted under applicable law and all other terms shall remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement, and all other terms of this Agreement will remain in full force.

**Notices.** All notices to be delivered under this Agreement shall be in writing and made by email, courier, facsimile, overnight mail or certified mail, addressed to the other party at its address set forth in the Invoice or at such other address as the other party may have designated in writing. Any notice so sent shall be deemed received as follows: (i) if hand delivered, on delivery, (ii) if by commercial courier, on delivery, (iii) if by registered mail, three (3) business days after mailing, (iv) if by email, upon receipt and (v) if by facsimile, upon receipt.

**Assignment.** Neither party will assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. However, Securitas may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.

**Variation.** These terms and conditions can be varied by Securitas on 30 days' notice. Customer must respond in writing to [legal@securitas-australia.com.au](mailto:legal@securitas-australia.com.au) if they do not wish to accept the variation of terms and conditions, otherwise such terms are deemed accepted.

## **CREDIT ENQUIRIES AND CREDIT TERMS**

The Customer agrees that if Securitas requires financial information about the Customer for any application for credit on terms which attract the operation of the *Privacy Act 1998*, by seeking or enquiring about credit,



the Customer specifically agrees and acknowledges that Securitas *may*: (a) disclose to a credit reporting agency personal information about the Customer including information contained in this application, Customer identification, the amount of credit applied for, payments overdue by more than 60 days, advice that the payments are no longer overdue, a serious credit infringement which Securitas believes the Customer has committed; and the discharge of the credit facility (if granted one); (b) in assessing the application for credit and any later request for credit, Securitas may obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or credit worthiness; (c) provide to or obtain from any credit provider(s) named in a credit report information about Customer personal or commercial credit arrangements including information relating to credit worthiness, credit standing, credit history; or credit capacity. If Securitas approve the Customer's application for credit, the Customer's consent and acknowledgement in this Agreement will remain in force until the full amount owing to Securitas under the credit facility is paid. Securitas will approve the Customer's application for credit in its absolute discretion and Securitas reserves the right to withdraw any Proposal, cancel the Services, and terminate this Agreement should such credit assessment be unsatisfactory to Securitas.

### **GOVERNING LAW AND JURISDICTION**

Law and Disputes. This Agreement will be governed by and construed solely in accordance with the laws of Victoria, without reference to its rules of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts of such country. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law including the Australian Consumer Law.

### **MODERN SLAVERY**

The Customer warrants that:

- a. It investigates the risk of Modern Slavery within its operations, and those of its supply chain;
- b. It has assessed and addressed the risks regarding Modern Slavery, including implementing appropriate due diligence and remediation programs;
- c. It will notify Securitas as soon as possible of any confirmed instances of Modern Slavery and the actions undertaken by the Supplier to remedy the issue;
- d. It has the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in (a) to (c);
- e. Upon request, the Customer will provide evidence to Securitas which validates the Customer's compliance with this clause;
- f. On reasonable written notice, the Customer will permit Securitas or its nominated representatives to undertake verification activities to validate the Customer's compliance with this clause, including access to the Customer's premises and records as required; and
- g. It will include a clause similar to this clause in all contracts it enters into with its own suppliers.