



# Monitoring Services Agreement

BETWEEN QuikTrak and the 'Customer' as identified on the Monitoring Services Order Form.

## 1. Interpretation In the interpretation of the Terms

"Agreement" means this Monitoring Services Agreement;  
"Alarm Condition" means any change of state of the transponder from its resting state or disarmed state;  
"Emergency Services" means the Police, Ambulance, Fire or other service provided by Third Parties in response to QuikTrak's request;  
"Monitoring Services" means the services selected by the Customer on the Monitoring Services Order Form;  
"Location" means any vehicle, motorbike, plant & equipment or building/structure in which the QuikTrak Products are installed;  
"QuikTrak" means Multi-Trak Pty Ltd (ABN 18 110 274 407);  
"QuikTrak Coverage Area" means the coverage area as defined by QuikTrak from time to time;  
"QuikTrak Products" includes the QuikTrak products and services supplied by QuikTrak;  
"Third Party Equipment" means any equipment supplied by a third party to be installed in the Location and used in conjunction with QuikTrak Products.

## 2. Use of the QuikTrak Products

2.1 The Customer must use the QuikTrak Products strictly in accordance with the User Manual and will ensure that all other persons operating the QuikTrak Products are familiar with the User Manual and the operation of the QuikTrak Products in particular the requirements in the case of inadvertent or mistaken action creating an Alarm Condition.

2.2 The Customer must quote their security details to the relevant QuikTrak agent or representative when requested. The Customer must not disclose their security details to any other person or record or leave the security details in such a place as to make the security details easily accessible to unauthorised persons. Security details are to be completed on the form provided with the QuikTrak Products.

## 3. Monitoring Services Fees

3.1 In return for the monitoring fee, QuikTrak will provide the Monitoring Services requested by the Customer, commencing on the date notified to the Customer by QuikTrak.

3.2 The Customer acknowledges QuikTrak's sole discretion to vary the monitoring fee from time to time.

3.3 Without limiting clause 7.1, where the monitoring fee is not paid within fourteen (14) days of the due date outlined on QuikTrak's tax invoice, this Agreement will terminate and QuikTrak will have no further obligation or responsibility to provide the Monitoring Services.

3.4 Twelve Month Direct Debit Package: Minimum cost is 12 times the monthly monitoring fee. A cancellation fee, not exceeding 12 months monitoring fee, applies for early termination of monitoring contract.

## 4. Risk

4.1 The Customer expressly acknowledges that due to circumstances often beyond the control of QuikTrak, including (but not limited to) software viruses, power failure, electrical or topographical interference, equipment malfunction and the actions and omissions by suppliers of telephone services, Police or Emergency Services or security patrol services, the Monitoring Services may not operate as designed. The Customer also acknowledges that QuikTrak is not responsible for damages to the QuikTrak Products, or their failure to perform, as a result of any Location accident or vandalism.

4.2 The customer therefore understands and agrees that QuikTrak will not be responsible for any performance, or failure, of the Monitoring Services and/or QuikTrak Products, and any resulting loss or damage whether due to the circumstances envisaged in clause 4.1 or otherwise.

4.3 The Customer acknowledges that QuikTrak is not responsible for malfunction of or failure to function by the Third Party Equipment or any damages caused as a result of such failure or malfunction.

## 5. Response Procedures

5.1 Where an alert is activated to create an Alarm Condition, QuikTrak will notify the Customer or Emergency Services as appropriate. The Customer understands that QuikTrak makes no representation or warranty as to the response or performance of the Emergency Services.

5.2 In the case where an alert is activated and none of the Customer's listed contacts can be contacted, QuikTrak may initiate an automatic security response. The Customer understands this response will incur additional response fees for which the customer agrees to pay.

5.3 Should a security response identify that Police attendance and/or temporary repairs to secure the premises are required, the Customer agrees to pay any additional charges that arise from providing these services.

5.4 Where the Customer or any person in the Customer's Location creates an Alarm Condition by way of hoax, or when such activation was manifestly unnecessary, the Customer will be liable for all costs, expenses of any third party as a result of such activation.

5.5 The Customer appoints QuikTrak (and authorised representatives of QuikTrak) as the Customer's duly appointed Attorney to notify the Emergency Services, following an Alarm Condition, that the Location has been stolen or that the security of the Location has been breached.

5.6 Nothing in this Agreement obligates QuikTrak to monitor or respond at an Alarm Condition that is outside of the QuikTrak Coverage Area.

## 6. Change of Ownership

6.1 The Customer must notify QuikTrak where the Customer's Location is assigned, sold or leased to a third party. This Agreement will terminate following entry by the third party into a new Monitoring Services agreement with QuikTrak, or otherwise in accordance with clause 7.

6.2 Where the Customer wishes to transfer the QuikTrak Products from one Location to another, the Customer must notify QuikTrak in writing.

## 7. Termination

7.1 QuikTrak may at any time by written notice, and the Customer by at least 7-days written notice, terminate this Agreement. Where the Customer is in default or Customer terminates this Agreement, no entitlement to refund of monitoring fees will be payable.

## 8. Basis of Order

8.1 An order by the Customer will only be binding if it is issued on the Monitoring Services Order Form, signed by the Customer. QuikTrak retains at all times the right to accept or refuse an Order.

## 9. Prices and Payment

9.1 The prices payable for the QuikTrak Products and Third Party Equipment are as quoted and amended from time to time. The validity of any quotation is 10 days unless otherwise specified in writing by QuikTrak.

9.2 Where the Customer pays for the QuikTrak Products, Third Party Equipment, installation thereof and any monitoring or guard response services by continuing credit card instalment payments, the Customer acknowledges that QuikTrak is authorised to deduct all due payments on the dates on which they are to be paid.

9.3 Where a Customer makes any payments to QuikTrak by way of credit card instalments, the Customer must immediately notify QuikTrak of the loss or theft of the particular credit card.

9.4 Where the Customer wishes to stop any credit card instalment payments to QuikTrak, the Customer must notify QuikTrak in writing of such decision.

9.5 Payment for all QuikTrak Products is due immediately unless otherwise notified in writing by QuikTrak.

**By signing this agreement the Customer acknowledges that he or she has read, understood and agrees to be bound by these conditions.**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_