

**CONDITIONS OF SUPPLY**  
**FIRE ALARM MONITORING**

**1. INTERPRETATION**

**1.1** In this agreement:-

- (1) **Access Key Facility** means the device provided to the Client by Chubb Fire & Security to allow access to the Monitoring Equipment;
- (2) **Additional System** means an additional Premises or fire service to be monitored using the same Monitoring Equipment;
- (3) **Commencement Date** means the date on which the first Monitoring Equipment is installed and commissioned on the Premises;
- (4) **Client** means the client named in the Offer;
- (5) **Event of Default** means any of the events of default listed in clause 11.4;
- (6) **Fees** means all fees for the Services specified in the Offer, excluding GST;
- (7) **Chubb Fire & Security** means Chubb Fire & Security Ltd ABN 47 000 067 541;
- (8) **Client's Nominated Contact** means the person(s) listed in the above Fire Alarm Monitoring Alarms Notification and Escalation form, as revised from time to time;
- (9) **Fire Brigade** means the fire brigade created by an Act of Parliament in the State or Territory in which the Premises are located;
- (10) **GST** means any tax in the nature of a tax on or on the supply of goods, real property, services, or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the term of this agreement, other than any interest, fine, penalty, fee or other payment imposed on or in respect of the above;
- (11) **InSite™** means a service provided by Chubb Fire & Security to record event data for reporting purposes;
- (12) **Insolvency Event** means the happening of any of these events in relation to the Client:
- (a) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000.00 upon any of the Client's property and is not satisfied, set aside or withdrawn within 7 days of its issue;
- (b) an order for payment is made or judgment for an amount exceeding \$10,000.00 is entered or signed against the Client which is not satisfied within 7 days;
- (c) the Client suspends payment of its debts;
- (d) where the Client is a body corporate:
- (i) the Client becomes an externally-administered body corporate under the *Corporations Act 2001*;
- (ii) steps are taken by any person towards making the Client an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days);
- (iii) a controller (as defined in section 9 of the *Corporations Act 2001*) is appointed of any of the property of the Client or any steps are taken for the appointment of such a person (but not where the steps taken are reversed or abandoned within 14 days);
- (iv) the Client is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
- (v) a resolution is passed for the reduction of capital of the Client or notice of intention to propose such a resolution is given, without the prior written consent of the other party; or
- (vi) the Client is or becomes unable to pay its debts when they are due or is presumed to be insolvent for the purposes of the *Corporations Act* or the *Bankruptcy Act (1966)(Cth)*;
- (13) **Monitoring Centre** means a control room and centre whereby Chubb Fire & Security will monitor and record all fire panel events and notified to the Client and Service Provider in accordance with this agreement;
- (14) **Monitoring Equipment** means all alarm signalling equipment owned by Chubb Fire & Security provided to the Client and/or installed at the Premises as set out in the Offer;
- (15) **Monitoring Service** means The Monitoring Service shall include, install, commission and maintain safe and competent fire alarm monitoring services at the Site(s) including but not limited to a Code Red Alarm Signalling Equipment ("ASE") and a Fire Alarm Monitoring System

	(the "Monitoring System") compliant with all Relevant Law, relevant Australian Standards and authority regulations		
(16)	<b>Monitoring System</b> – The means by which signals are transported from the Monitoring Equipment to the Fire Brigade in accordance with AS1670.3 2004	2.1	The Client must, at Chubb Fire & Security's request, provide access to the Premises during normal working hours for the purposes of installing the Monitoring Equipment.
(17)	<b>Nominated Contacts</b> means the person or persons the Client nominates as its authorised representative from time to time, who Chubb Fire & Security may contact regarding the Monitoring Service;	2.2	Chubb Fire & Security will, at no additional cost to the Client (unless previously agreed), arrange for a Primary Line connection between the Monitoring Equipment and its Monitoring Centre. In the event of a line fail, unless the line fail is caused by any negligence, act or omission of the Client, Chubb Fire & Security will repair at no cost to the Client, the failed line. If the line fail was caused by the Client, its agent or a third party the Client must pay for, and indemnifies Chubb Fire & Security against, the costs of such repair.
(18)	<b>Offer</b> means the offer on the face of this document;		
(19)	<b>Personnel</b> means the employees, agents or sub-contractors of Chubb Fire & Security;		
(20)	<b>Premises</b> means the premises specified in the Offer as the site;	2.3	The Client must, at its own cost, arrange for a Secondary Line connection between the Monitoring Equipment and Chubb Fire & Security's nominated monitoring centre at the time of installation of such equipment or on the Commencement Date (where such equipment is already at the Premises at the Commencement Date).
(21)	<b>Primary Line</b> means a communications facility (e.g. wireless network or copper based line) connected to the Monitoring Equipment by Chubb Fire & Security;	2.4	The Client must ensure there is sufficient power capacity to the Monitoring Equipment at all times during the Term.
(22)	<b>Representative</b> means the person signing this agreement on behalf of the Client;		
(23)	<b>Secondary Line</b> means a dedicated communications facility in addition to the Primary Line, such as an operational PSTN telephone line, for connection to the Monitoring Equipment;	3.	<b>THE MONITORING SERVICE</b>
(24)	<b>Service Provider</b> means the company engaged by the Client to perform inspection and testing services on their fire systems;	3.1	Chubb Fire & Security will provide the Monitoring Service from the Commencement Date throughout the duration of the Term.
(25)	<b>Service Provider Contact</b> means the person nominated on the Fire Alarm Monitoring Alarms Notification and Escalation Page of this agreement;	3.2	Chubb Fire & Security will use its reasonable endeavours to perform the Monitoring Service in accordance with the appropriate Australian Standards.
(26)	<b>Supply</b> means any form of supply whatsoever, and includes any supply within the meaning of any Commonwealth, State or Territory legislation imposing or relating to the imposition of GST;	3.3	If, as a result of its testing of the Secondary Line in accordance with clause 3.2, Chubb Fire & Security detects a line fail of the Secondary Line, Chubb Fire & Security will notify the Client's Nominated Contact as soon as is reasonably practicable after detecting the line fail and inform the Client that the Site is now non-compliant with the appropriate Australian Standard. The Client must take all reasonable steps to have the Secondary Line repaired immediately after a Nominated Contact has been notified by Chubb Fire & Security of a Secondary Line fail report.
(27)	<b>Term</b> means the period specified in the Offer, commencing from the Commencement Date, and includes where appropriate any renewal, extension or holding over.	3.4	Chubb Fire & Security will provide the Access Key Facility to the Client, at no cost to the Client, up to the number specified in the Offer on the commencement of the provision of Services. The Client may obtain additional Access Key Facilities from Chubb Fire & Security at the Client's cost.
1.2	This agreement shall be subject to the laws of the State in which the Premises are located. The parties submit to the non-exclusive jurisdiction of the courts referred to in that State in addition to the Commonwealth of Australia.	3.5	The Client acknowledges and agrees that in the event of an alarm activation:
1.3	The terms of this agreement completely state the rights and obligations of the parties regarding the Services. No prior representations, agreements or assurances not included within this agreement will be binding on the parties.	(1)	Chubb Fire & Security will use reasonable efforts to notify the Client's Service Provider Contact in accordance with the Client's instructions on the Fire Alarm Monitoring Alarms Notification and Escalation section of this agreement;
1.4	A reference in this agreement to any statute or piece of subordinate legislation includes that instrument as amended or replaced.	(2)	Chubb Fire & Security will use reasonable efforts to notify the Client's Nominated Contact in accordance with the

		Client's instructions on the Fire Alarm Monitoring Alarms Notification and Escalation section of this agreement;	be Chubb Fire & Security's contact person to provide access to Chubb Fire & Security.
<p>(3) all expenses associated with any emergency response services provided, including charges made by the Fire Brigade, ambulance or Service Provider must be paid the Client, notwithstanding the fact that the alarm activation may be considered to be a false alarm; and</p>	5.2	The Client must maintain all access areas to the Monitoring Equipment in a clean condition and free from obstruction. Chubb is required to maintain the Premises in the same or similar condition at the time of access.	
<p>(4) Chubb Fire &amp; Security may apply an administrative fee in relation to the processing of any expenses incurred pursuant to clause 3.5(3) above.</p>	5.3	The Client must, through its Service Provider, carry out regular testing of the Monitoring Equipment and shall immediately notify Chubb Fire & Security of any defects in the Monitoring Equipment discovered during testing. These tests do not apply to any compliance of the Monitoring Equipment.	
<p><b>4. TERMS OF PAYMENT</b></p>	5.4	The Client must comply with all laws, including, the Building Code of Australia, and all requirements of all relevant government authorities in relation to the Monitoring Equipment.	
<p>4.1 Subject to the provisions of clause 9.1 the Client must pay Chubb Fire &amp; Security the Fees within 30 days of the date of invoice.</p>			
<p>4.2 If the Client does not pay the Fees by the due date, Chubb Fire &amp; Security may:</p>	5.5	Notwithstanding any other provision of this agreement, the Client acknowledges that Chubb Fire & Security is not liable for and will be indemnified by the Client against any claims made for injury, loss, damage, costs or expenses caused by or involving:-	
<p>(1) charge interest on overdue monies at the rate prescribed for judgment debts pursuant to Section 101 of the <i>Civil Procedure Act 2005</i> (NSW);</p>		<p>(1) the failure of fire station equipment or the telecommunications carrier's communication lines;</p>	
<p>(2) refuse to transfer the Monitoring Service to an alternative provider; and</p>		<p>(2) an emergency attendance at the Premises by the Fire Brigade or any other third party;</p>	
<p>(3) exercise its rights under clauses 11.4 and 11.5.</p>		<p>(3) failure of the Fire Brigade to respond to an alarm response signal transmitted by Chubb Fire &amp; Security;</p>	
<p>4.3 Where any Supply under this agreement is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that Supply shall be added to the Fees paid or payable for that Supply and is payable by the Client upon production of a valid tax invoice at the same time as Fees to which the GST relates are payable.</p>		<p>(4) failure by the Client to undertake a remedial course of action to an alarm response signal sent by Chubb Fire &amp; Security;</p>	
<p>4.4 Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any Supply under this agreement</p>		<p>(5) any failure of the power supply to the Monitoring Equipment;</p> <p>(6) any Fire Brigade or other third party charges with respect to the Monitoring Equipment, including false alarm charges;</p>	
<p>4.5 The Fees are not fixed and can be adjusted by Chubb Fire &amp; Security in accordance with a change in CPI or as a result of an increase in the direct and/or indirect cost to Chubb Fire &amp; Security of providing the Services. The adjustment to the Fees cannot be made retrospectively, and only applies to the proportion of the Fees not paid upfront the Client.</p>		<p>(7) any costs relating to the relocation of the Monitoring Equipment;</p> <p>(8) any claims made resulting from any accident, neglect, mistake, operator error, variations and surge of electrical power, fusion, fire, air conditioning malfunction, water damage, corrosion and any other cause beyond the control of Chubb Fire &amp; Security;</p>	
<p><b>5. THE OBLIGATIONS OF THE CLIENT</b></p>			
<p>5.1 The Client must provide access to the Premises if required by Chubb Fire &amp; Security during or after the Client's business hours after receiving reasonable notice from Chubb Fire &amp; Security of the pending appointment. For the avoidance of doubt, reasonable notice does not require the Client to have authorised the appointment time, but merely Chubb is only required to notify the Client and provide substantive reasons for the access. If access is required after the Client's business hours, the Client must nominate a representative to</p>		<p>(9) any false alarm signal from the Client's fire alarm or the Monitoring Equipment, inclusive of Chubb Fire &amp; Security's administration fee;</p> <p>(10) any alleged infringement by the Client of intellectual property in the Monitoring Equipment;</p> <p>(11) any modification, addition or adjustment to the Monitoring Equipment or alteration of its configuration, without the written approval of Chubb Fire &amp; Security;</p>	

<p>(12) any maintenance or repair of the Monitoring Equipment by persons other than authorised Personnel;</p> <p>(13) any improper use of the Monitoring Equipment by the Client;</p> <p>(14) any failure of the Client to maintain proper environmental conditions for the Monitoring Equipment; and</p> <p>(15) any use of the Primary Line or Secondary Line other than in accordance with this agreement,</p>		<p><b>6. CHUBB FIRE &amp; SECURITY'S OBLIGATIONS</b></p>
<p>provided such injury, loss, damage, cost or expense was not caused by the negligence of Chubb Fire &amp; Security or its Personnel.</p>		<p><b>6.1</b> Chubb Fire &amp; Security must use its reasonable endeavours to provide the Services and cannot subcontract or assign its rights and obligations in performing the Services under this agreement..</p>
<p><b>5.6</b> The Client further acknowledges that:</p>		<p><b>6.2</b> Chubb Fire &amp; Security will in no event be liable to the Client for matters not notified within 3 months of the completion of the relevant Service under this agreement.</p>
<p>(1) Chubb Fire &amp; Security are not liable for the act or omissions of the Fire Brigade;</p> <p>(2) in addition to the Primary Line, the Monitoring Service is reliant for its proper operation upon the Client ensuring the Secondary Line is fully operational and dedicated solely to the use of the Monitoring Service;</p> <p>(3) any refunds, waivers or reimbursements to the Client for any charges for false alarms are dependent on Chubb Fire &amp; Security obtaining the equivalent refunds, waiver or reimbursement from the Fire Brigade;</p> <p>(4) Chubb Fire &amp; Security's administrative fee on charges issued for false alarms are non-refundable;</p> <p>(5) the prices charged by Chubb Fire &amp; Security in this agreement are based solely on the value of services provided and are not related to the value of the Client's property or the property of others located on the Premises;</p> <p>(6) the Monitoring Equipment remains the property of Chubb Fire &amp; Security;</p> <p>(7) authorised personnel of the Client must have received adequate training in the use of the Monitoring Equipment before its operation and that any additional personnel receives similar training and if applicable to pay Chubb Fire &amp; Security its reasonable fees for such training;</p> <p>(8) it shall promptly notify Chubb Fire &amp; Security should it or its authorised personnel have any difficulty in the use of the Monitoring Equipment;</p> <p>(9) Chubb Fire &amp; Security is not an insurer of the Premises or other property and risks, and the Client should maintain all normal and prudent insurance policies in respect of all usual risks including fire and consequential loss and damage; and</p> <p>(10) Chubb Fire &amp; Security reserves the right to alter the specification of any component part or parts of the Monitoring Equipment at its discretion at any time without notice.</p>		<p><b>6.3</b> Except as provided in clause 5.4, Chubb Fire &amp; Security's total liability to the Client under this agreement, whether in contract, tort (including negligence) or otherwise is limited to the costs of replacement or repair to the Services. Chubb Fire &amp; Security has no further or other liability to the Client, whether for consequential loss or any other loss.</p> <p><b>6.4</b> Notwithstanding anything contained in this agreement Chubb Fire &amp; Security accepts liability:</p> <p>(1) for death or personal injury resulting from its negligence or the negligence of its employees or agents acting in the course of their employment;</p> <p>(2) up to \$250,000.00 for direct physical damage to the Premises or their contents to the extent to which such damage or loss is caused by its negligence or its employees or agents whilst working on the Premises in the course of their employment.</p>
		<p><b>6.5</b> Chubb Fire &amp; Security is not liable, under any circumstances, to any other party other than the Client.</p>
		<p><b>7. DISPUTES</b></p>
		<p><b>7.1</b> If there is any dispute arising out of this agreement:</p> <p>(1) either party may give written notice of the dispute to the other party, setting out the nature of the dispute, the facts, matters and circumstances that give rise to the dispute and timeframe for a response;</p> <p>(2) the party receiving the notice under subclause (1) is entitled no less than five (5) business days to respond;</p> <p>(3) if no response is forthcoming by the time set out in the notice, the dispute must be referred to an appropriate expert for determination;</p> <p>(4) if the parties cannot agree on the expert, the dispute will be determined by a person appointed by the president of the Institute of Arbitrators and Mediators Australia;</p> <p>(5) the decision of the expert is final and binding on the parties except in the case of manifest error;</p> <p>(6) unless otherwise determined by the expert, each party agrees to pay its own costs under this clause 7.1.</p>

## 8. OWNERSHIP AND USE OF MONITORING EQUIPMENT

8.1 The legal and beneficial ownership of the Monitoring Equipment will remain with Chubb Fire & Security at all times. Chubb Fire & Security authorises and provides a non-exclusive, revocable license to the Client to use the Monitoring Equipment in accordance with the provision of this agreement.

8.2 Chubb Fire & Security may as soon as its obligations to provide the Services under this agreement ceases, enter upon the Premises to disconnect and remove the Monitoring Equipment. In removing the Monitoring Equipment, Chubb Fire & Security will endeavour to cause as little disruption as possible to the Client's business. Chubb Fire & Security will not be liable to the Client to reinstate or make good the Premises after the Monitoring Equipment has been removed.

8.3 Chubb Fire & Security may record all communications and information received in the course of providing the Monitoring Service and may use such communications and information in legal proceedings or otherwise at its discretion, subject to compliance with all laws, including privacy laws.

## 9. CREDIT ENQUIRIES

9.1 Chubb Fire & Security may obtain financial information about the Client's creditworthiness on terms which attract the operation of the *Privacy Act 1988* (Cth). By entering into this agreement the Client specifically agrees and acknowledges:

- (1) that Chubb Fire & Security has informed the Client that Chubb Fire & Security may disclose to a credit reporting agency certain personal information about the Client including:
  - (a) information contained in this application;
  - (b) the Client's identification;
  - (c) the amount of credit the Client has applied for;
  - (d) payments which may become more than 60 days overdue;
  - (e) advice that payments are no longer overdue;
  - (f) a serious credit infringement which Chubb Fire & Security believes the Client has committed; and
  - (g) the discharge of the Client's credit facility (if granted under the application);
- (2) that in assessing the Client's application for credit and any later request for credit, Chubb Fire & Security may obtain from a credit reporting agency a credit report containing personal credit information about the Client, and a credit report containing information about the Client's commercial credit worthiness;
- (3) that Chubb Fire & Security may give to and obtain from any credit provider(s) that may be named in a credit report held

by a credit report agency, information about the Client's personal or commercial credit arrangements including information about the Client's:

- (a) creditworthiness;
- (b) credit standing;
- (c) credit history; or
- (d) credit capacity.

9.2 If, before the Monitored Equipment is installed at the Premises, Chubb Fire & Security assesses the Client's creditworthiness under clause 9.1 and determines in its absolute discretion that the Client is an unacceptable risk based on the information received from the credit reporting agency, Chubb Fire & Security may terminate this agreement with immediate effect.

## 10. FORCE MAJEURE

10.1 A party ("**Affected Party**") is not liable for any failure to perform an obligation (other than to pay money) under this agreement caused by any of the following events ("**Event**"):

- (1) act of God including storm or tempest;
- (2) war, riot, insurrection, vandalism, sabotage, national emergency (whether in fact or law), piracy, hijack or act of terrorism including the use or threatened use of violence or act putting the public or any section of it in fear, for political purposes or for furthering an ideological aim;
- (3) strike, lockout, ban, limitation of work or other industrial disturbance;
- (4) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application; or
- (5) any other occurrence outside the control of the Affected Party or its employees, agents, licensees, franchisees, contractors or servants.

10.2 The Affected Party must notify the other party as soon as practical of any anticipated delay or failure caused by an Event.

10.3 The performance of the Affected Party's obligations under this agreement is suspended for the period during which the Affected Party is reasonably prevented from performing an obligation which is caused by the Event ("**Delay**") and the Affected Party is not liable for any loss or damage whatsoever suffered by the other party during such suspension.

## 11. TERM AND TERMINATION

11.1 This agreement commences on the Commencement Date and continues for the Term unless it is extended in accordance with clause 11.2 or if it ends sooner in accordance with this agreement.

<p>11.2 Unless otherwise agreed by the parties in writing, this agreement continues:</p>	<p>until the expiry of the Term, calculated at the rate of the Fees payable at the date of such termination.</p>
<p>(1) after expiry of the Term for successive 12 month periods unless it ends sooner in accordance with the terms of this agreement; and</p> <p>(2) on the same terms and conditions as this agreement except as to the Fees, which will be the greater of, the fees being charged at the date of expiry of the then current Term or Chubb Fire &amp; Security's published fees for the provision of the Services at the date of expiry of the then current Term, and notified to the Client.</p>	<p>11.8 Chubb Fire &amp; Security may terminate this agreement immediately by written notice to the Client, without liability, if its licence to provide the Services is terminated by the relevant licensing authority or the telecommunications carrier or the Fire Brigade withdraws the service affecting the Monitoring Equipment or it otherwise becomes unlawful for Chubb Fire &amp; Security to perform its obligations under this agreement.</p>
<p>11.3 During any further period referred to in clause 11.2(1), either party may terminate this agreement for any reason by giving 3 months' written notice to the other party. If this agreement is terminated pursuant to this clause by the Client, the Client must pay to Chubb Fire &amp; Security the Fees that would have been payable over a period of 12 months, inclusive of any Fees to which Chubb Fire &amp; Security becomes entitled during the notice period required under this clause.</p>	<p>11.9 Notwithstanding any other clause of this agreement, Chubb Fire &amp; Security may terminate this agreement at any time without penalty by giving the Client not less than 3 months' written notice.</p>
<p>11.4 An event of default occurs if:</p> <p>(1) the Client breaches any material obligation contained in this agreement and the breach is not capable of remedy;</p> <p>(2) the Client fails to pay the Fees when due;</p> <p>(3) the Client breaches any obligation contained in this agreement, the breach of which is capable of remedy and the Client does not remedy that failure within 14 days after written notice to the Client requiring it to be remedied;</p> <p>(4) this agreement has been assigned to a third party without Chubb Fire &amp; Security's written consent;</p> <p>(5) the Client is subject to an Insolvency Event;</p> <p>(6) the Client fails to comply with clause 5.4, including a failure to comply with the Building Code of Australia.</p>	<p>11.10 On termination of this agreement, Chubb Fire &amp; Security retains the rights it had against the Client in respect of any past breach, in addition to any other rights, powers or remedies provided by law.</p>
<p>11.5 Without prejudice to its other rights and remedies, Chubb Fire &amp; Security may at any time after an Event of Default occurs, and by written notice, terminate this agreement with immediate effect.</p>	<p><b>12. OBLIGATIONS ON TERMINATION</b></p>
<p>11.6 Subject to clause 11.7, the Client may terminate this agreement at any time before expiry of the Term by giving not less than 3 months' notice in writing to Chubb Fire &amp; Security.</p>	<p>12.1 If this agreement is terminated by either party in accordance with the terms of this agreement, Chubb Fire &amp; Security agrees that subject to clause 12.2, it will continue to provide Monitoring Services to the Client for a period agreed between the parties, up to, but for not more than, 6 weeks after the date of termination ("<b>Transition Period</b>"). On the expiry of the Transition Period, Chubb Fire &amp; Security's obligations to the Client under this agreement cease.</p>
<p>11.7 If the Client terminates this agreement under clause 11.6 or the agreement is terminated by Chubb Fire &amp; Security under clause 11.5, the Client must pay to Chubb Fire &amp; Security:</p>	<p>12.2 If Chubb Fire &amp; Security is required to provide Monitoring Services during the Transition Period:</p>
<p>(1) all unpaid Fee arrears;</p> <p>(2) any outstanding payments due to Chubb Fire &amp; Security (including legal costs on a solicitor and client basis); and</p> <p>(3) liquidated damages in the amount of two-thirds of the aggregate of all Fees payable from the date of termination</p>	<p>(1) Chubb Fire &amp; Security does so to provide reasonable assistance to the Client to facilitate the Client obtaining the Services from a third party nominated by the Client;</p> <p>(2) the Client agrees that it must pay Chubb Fire &amp; Security fees for those services on a pro rata basis for the period those services are provided at the Fees payable immediately before termination of this agreement.</p>
	<p><b>13. PRIVACY</b></p>
	<p>13.1 Chubb Fire &amp; Security collects the Client's, and the Representative's, personal information for the purpose of providing the Client with the Services. The Client agrees Chubb Fire &amp; Security is authorised to disclose the Client's, the Representative's, the Nominated Contacts' and the Service Provider Contact's personal information to other organisations that assist Chubb Fire &amp; Security provide the Services, including the Fire Brigade.</p>
	<p>13.2 The Client and the Representative authorises Chubb Fire &amp; Security to obtain, and warrants it has the authority of its Nominated Contacts and the Service Provider Contact to obtain, from the Fire Brigade any information concerning any of those parties held by the Fire Brigade and authorises the Fire Brigade to disclose or copy such information to Chubb Fire &amp; Security as required.</p>

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13.3 Subject to clause 13.4, by entering into this agreement, the Client and the Representative agree and acknowledge that Chubb Fire & Security may forward to the Client from time to time promotional material and information regarding any of Chubb Fire & Security's fire and security goods and services.

13.4 Chubb Fire & Security will not forward promotional material and information for its fire security goods and services or any other information if the Client or the Representative has informed Chubb Fire & Security that it does not wish to receive such information by signing the statement to this effect contained in the Offer.

13.5 The Client, the Representative, the Nominated Contacts and the Service Provider Contact may gain access to its personal information upon request. To obtain a copy of Chubb Fire & Security's privacy policy, access or update the personal information Chubb Fire & Security holds regarding the relevant person or to advise that the Client or the Representative no longer wishes to receive further marketing information, visit the Chubb website at: [www.chubb.com.au](http://www.chubb.com.au) or contact:

Chubb Privacy Officer  
149-155 Milton Street  
Ashfield NSW 2131

#### **14. GENERAL PROVISIONS**

14.1 Either party may give the other notice under this agreement by letter or facsimile addressed to the address last known to the party giving the notice. Any such notices shall be considered given when the letter or facsimile would have been delivered in the ordinary course of post or transmission.

14.2 The Client must not assign its interests in this agreement unless it has first given Chubb Fire & Security at least 1 months' written notice that it wishes to assign the agreement and Chubb Fire & Security has given its prior written consent, which consent will not be unreasonably withheld. The Client agrees and acknowledges that it is liable to Chubb Fire & Security for the performance by an assignee of the Client's obligations under this agreement on and from the date of assignment and indemnifies Chubb Fire & Security against an assignee's acts and omissions under this agreement, whether or not the agreement has been assigned to the assignee with Chubb Fire & Security's consent.

14.3 The failure of Chubb Fire & Security to exercise, or any delay in exercising, any right power or privilege available to it under this agreement will not operate as a waiver or preclude any other or further exercise of any right, power or privilege under this agreement.

14.4 Any variations to this agreement must be in writing signed by an authorised representative of the Client and a general manager or director of Chubb Fire & Security.

14.5 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this agreement.

14.6 If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.