

Master Security

Terms and Conditions of Sale, Service & Monitoring

(Version 1.1 – Effective: 11/05/2025)

****Master Security Pty Ltd ABN 55 646 069 810** ****** ("*Master Security*", "*we*", "*us*", "*our*") supplies goods and services on the following Terms and Conditions ("*Terms*"). They apply to every quotation, purchase order, service call, monitoring agreement, maintenance plan and subscription we accept. By paying any amount, signing any document from us, or allowing us to start work, **you accept these Terms in full.**

1. Definitions

Term	Meaning
Agreement	The contract formed by these Terms together with any quotation, scope of works, service/monitoring schedule, credit approval, invoice or other document we issue and you accept (expressly or by conduct).
Business Hours	9:00 am – 5:00 pm Monday to Friday, excluding NSW public holidays.
After-Hours	Any time outside Business Hours.
Equipment	Any hardware, devices, software licences, consumables or materials we supply.
Services	Design, supply, installation, programming, integration, commissioning, monitoring, maintenance, inspection, training or other work we perform.
Monitoring Services	24/7 alarm monitoring, video verification or similar services provided by us or a third-party monitoring centre.
Subscription Services	Cloud recording, remote management, software licences or vendor subscription plans paid periodically.
Site	The premises where Services are carried out or Equipment is installed.
PMSI	A purchase money security interest under the Personal Property Securities Act 2009 (Cth) (" PPSA ").

2. Scope of Services

2.1 We provide electronic security and networking solutions to residential and commercial clients in Greater Sydney, including CCTV, intruder alarms, access control, intercom, perimeter, control systems, security monitoring and wireless-network systems.

2.2 Only the Equipment and work expressly stated in our quotation are included. Everything else is excluded and, if required, will be treated as a **Variation** under cl 4.6.

3. Quotations, Credit & Price Adjustments

3.1 Quotations are valid for **30 days** unless we state otherwise and are subject to satisfactory credit approval under cl 3.3.

3.2 We may withdraw or amend a quotation at any time before it is accepted.

3.3 **Credit approval & limits** – Supply on account is conditional on credit checks acceptable to us. We may set or revise a credit limit or require full or part payment up-front without notice.

3.4 **Supplier price rises** – If the wholesale cost of specified Equipment increases by **>5 %** between the quotation date and our purchase order with the supplier, we may adjust the quoted price for that Equipment on a dollar-for-dollar basis on providing evidence of the increase.

3.5 A contract is formed when you accept our quotation in writing, issue a purchase order referencing it, pay the required deposit, or otherwise authorise us to proceed.

3.6 We reserve the right to conduct a final Site inspection before starting work and to propose a **Variation** if hidden conditions, hazardous materials, structural issues or regulatory requirements necessitate changes.

3.7 All Variations must be approved by you (email suffices). Variations are chargeable at our prevailing labour and material rates and payable in accordance with cl 4.

4. Prices, Payment Terms & Early-Termination Fees

4.1 Prices are in Australian dollars and exclusive of GST unless noted.

4.2 Unless specified otherwise in writing:

- **40 %** deposit on acceptance,

- **50 %** on delivery of major Equipment to Site, and
- **10 %** on practical completion.

Service calls are strictly **7-day** terms from invoice.

4.3 Late payments accrue interest at **10 % p.a.** (daily-calculated) and you indemnify us for all collection costs on a solicitor–client basis.

4.4 We may suspend work, disable remote features or withhold documentation if any amount remains unpaid.

4.5 **Monitoring / subscription agreements** longer than 12 months may be supplied at discounted hardware or service rates. If you terminate such an agreement early (other than for our proven material breach) you must pay an **early-termination fee** equal to the lesser of (a) the remaining fees for the term, or (b) the upfront discount we applied, plus our reasonable administration costs.

4.6 We may charge **After-Hours rates** at **1.5 ×** our standard labour rate and a minimum **4-hour** call-out for emergency attendance outside Business Hours.

4.7 **False-alarm / non-fault fee** – If we attend a reported fault and no defect in our workmanship or Equipment is found (e.g. user error, third-party network outage) you will pay our standard call-out and labour charges.

5. Delivery, Site Access & WHS

5.1 Delivery dates are estimates. We are not liable for delay outside our reasonable control.

5.2 You must provide safe, uninterrupted access, electricity, lighting, adequate broadband/4G coverage (where relevant) and secure storage. You must arrange and pay for all inductions, elevated work platforms (EWP), scaffolds, permits and traffic or parking controls required for us to perform the work.

5.3 **Hidden services & hazardous materials** – You must disclose in writing any asbestos, live electrical, gas, water or data services embedded in structures, and all other hazards. You indemnify us against costs arising from undisclosed conditions.

5.4 Surface finishes: We will provide a neat, trade-like finish. Full surface reinstatement (e.g., repainting entire walls or ceilings) is excluded unless quoted.

6. Ownership, Risk & PPSA

6.1 Risk passes on delivery to Site. You must insure Equipment for its full replacement value.

6.2 Title remains with us until all amounts (including interest and costs) are paid in full. You grant us and our agents an irrevocable licence to enter the Site to recover unpaid Equipment.

6.3 You acknowledge that our retention-of-title creates a **PMSI** under the PPSA. We may register that interest on the PPS Register and you must provide all information and do all things requested to perfect it. To the extent permitted by law, you waive any right to receive PPSA notices.

7. Business Hours, Call-outs & Remote Support

7.1 Our standard labour rates apply during Business Hours. After-Hours labour, weekends and public-holiday work attract multipliers as per cl 4.6.

7.2 Remote support is billed in 15-minute increments unless covered by a maintenance plan.

8. Commissioning, Handover & Acceptance

8.1 Practical completion occurs when the system operates substantially in accordance with the agreed specification, subject to minor defects not affecting performance.

8.2 We will demonstrate basic operation and supply user guides. Additional or repeat training is chargeable.

9. Warranty, Firmware & Software Updates

9.1 We warrant our workmanship for **24 months**.

9.2 Equipment is warranted to the extent of, and for the period offered by, the manufacturer. Consumables (e.g., batteries, HDDs) carry only the manufacturer's warranty.

9.3 Our warranty is void if the Equipment is misused, altered, serviced by unauthorised persons, or damaged by external causes (power surge, lightning, liquid ingress, pests, vandalism, etc.).

9.4 Firmware and software updates requested after the workmanship warranty period, or driven by vendor / cyber-security advisories, are chargeable unless you hold a current maintenance plan covering them.

10. Maintenance, Monitoring & Subscription Services

10.1 Unless you purchase a scheduled maintenance plan, all post-installation service visits are chargeable.

10.2 Monitoring Services are delivered on a best-endeavours basis. Police or patrol responses to alarms may incur government or third-party fees, which are payable by you.

10.3 Subscription Services (e.g., cloud recording, SaaS licences) are billed annually in advance. Vendor price increases will be passed through to you on a pro-rata basis.

10.4 If a Subscription lapses or is cancelled, we are not liable for loss of footage or remote functionality.

10.5 If Monitoring Services require a police alarm permit or council approval, obtaining and maintaining that permit is your responsibility.

11. Client Responsibilities

11.1 You must: (a) keep all passwords secure and change default credentials immediately; (b) maintain reliable internet and/or cellular service; (c) test alarms and review camera recordings regularly; (d) comply with all surveillance, privacy, strata, workplace and tenancy laws.

11.2 You indemnify us for any claim, penalty or cost arising from your breach of those obligations.

12. Internet, Third-Party & Smart-Home Integrations

12.1 System performance depends on third-party internet, mobile and power services. We are not liable for downtime or reduced performance caused by their failure.

12.2 Integration with smart-home hubs, voice assistants or third-party APIs is provided on a best-endeavours basis. Future compatibility is not warranted.

13. Privacy, Footage Retention & Data Protection

13.1 We handle personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.

13.2 Unless agreed otherwise in writing, default CCTV footage retention on our NVRs is **15 days** after which files are automatically overwritten. Managing retention settings is your responsibility.

13.3 We may access footage, logs or system data solely for installation or maintenance and will not disclose it except as required by law or with your consent.

14. Intellectual Property

14.1 All drawings, schematics, code and configurations remain our intellectual property. Upon full payment we grant you a non-exclusive, perpetual licence to use them for operating and maintaining the system at the Site.

15. Liability, Disclaimers & Indemnity

15.1 Security, smart and networking systems **reduce risk but cannot prevent all loss, theft, injury or downtime**. We are **not an insurer**. You must maintain adequate building, contents, business-interruption and cyber-risk insurance.

15.2 Our total aggregate liability for any claim arising from the Agreement (whether in contract, tort, statute or otherwise) is limited to the amount actually paid to us for the Services giving rise to the claim.

15.3 We exclude liability for indirect or consequential loss, loss of profits, loss of data or business interruption.

15.4 You indemnify us against any claim by a third party arising from your breach of law, misuse of Equipment, failure to obtain permits, or false-alarm penalties.

15.5 Nothing in these Terms limits rights you may have under the Australian Consumer Law (ACL). Where ACL guarantees apply, our liability is limited, at our option, to repairing or replacing goods, re-supplying services, or paying the cost of doing so.

16. Force Majeure

We are not liable for delay or failure to perform caused by events beyond our reasonable control, including natural disasters, pandemics, strikes, component shortages, power or telecom failures.

17. Suspension, Termination & Survival

17.1 We may suspend or terminate the Agreement immediately if you: (a) fail to pay any amount when due; (b) become insolvent; or (c) commit a material breach not remedied within **14 days** of written notice.

17.2 On termination you must pay for all work performed and Equipment supplied up to the date of termination plus any early-termination fee under cl 4.5.

17.3 Clauses 6, 9.4, 10, 11, 13–15, 17.3, 18, 20–22 survive termination or expiry.

18. Dispute Resolution

18.1 A party claiming a dispute must give written notice. Senior representatives must meet within **7 days** to attempt resolution.

18.2 If unresolved after **14 days**, the dispute must be referred to mediation administered by the Resolution Institute (Sydney) before litigation, except for urgent injunctive relief.

19. Variation of Terms

We may vary these Terms by written notice. Variations apply to new quotations or contract renewals issued after the notice date.

20. Assignment & Novation

Neither party may assign or novate the Agreement without the other's written consent, which must not be unreasonably withheld. We may however assign to a related body corporate or bona-fide purchaser of our business on notice.

21. Notices & Electronic Execution

21.1 Notices must be in writing and delivered by hand, registered post or email to the last notified address.

21.2 The parties consent to execution and delivery of documents via reliable electronic signature platforms and agree that counterparts executed electronically or in facsimile together form one instrument.

22. Governing Law & Jurisdiction

These Terms are governed by the laws of **New South Wales, Australia**. The parties submit to the non-exclusive jurisdiction of the NSW courts.

23. Entire Agreement & Interpretation

23.1 These Terms constitute the entire agreement and supersede all prior negotiations, representations or understandings.

23.2 Headings are for convenience only and do not affect interpretation. If any provision is unenforceable, it is severed and the remainder remains in force.

(End of Terms – Version 1.1)
