

1. Definitions

- 1.1 "Company" shall mean D T S Corporation Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of D T S Corporation Pty Ltd.
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" shall mean Goods and/or Services supplied by the Company to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Company to the Client
- 1.5 "Services" shall mean all services supplied by the Company to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods and/or Services as defined above).
- 1.6 "Price" shall mean the cost of the Goods and/or Services as agreed between the Company and the Client subject to clause 3 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Company from the Client for the supply of Goods and/or Services and/or the Client's acceptance of Goods and/or Services supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of the Company.
- 2.4 The Client undertakes to give the Company at least fourteen (14) days notice of any change in the Client's name, address and/or any other change in the Client's details.

3. Price And Payment

- 3.1 At the Company's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by the Company to the Client in respect of Goods and/or Services supplied; or
- (b) the Company's quoted Price (subject to clause 3.2) which shall be binding upon the Company provided that the Client shall accept the Company's quotation in writing within thirty (30) days.
- 3.2 The Company reserves the right to change the Price in the event of a variation to the Company's quotation.
- 3.3 At least twenty four (24) hours notice to the Company's office or its representative where further security personnel are required.
- (a) The Client accepts that in that case supplementary charges will be necessary
- 3.4 Orders for personnel must be finalised before close of business each Monday.
- (a) The Company may at its discretion charge a supplement for personnel requested at shorter notice.
- 3.5 At the Company's sole discretion a deposit may be required.
- 3.6 Time for payment for the Goods and/or Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 3.7 At the Company's sole discretion;
- (a) payment shall be due on delivery of the Goods and/or Services, or
- (b) payment for approved Clients shall be made by instalments in accordance with the Company's payment schedule.
- 3.8 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit transfer, or by any other method as agreed to between the Client and the Company.
- 3.9 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Receipt Of Goods and/or Services

- 4.1 At the Company's sole discretion, delivery of the Goods and/or Services shall take place when;
- (a) the guard signs on at the Company's address; or
- (b) the Client has received the Goods and/or Services at the Client's address (in the event that the Goods and/or Services are delivered by the Company or the Company's nominee); or
- (c) the Client's nominee receives the Goods and/or Services in which event the nominee shall be deemed to be the Client's agent.
- (d) At the Company's sole discretion, where a Client requests the service at short notice, the costs of service are in addition to the standard Price
- 4.2 The Client shall make all arrangements necessary to receive of the Goods and/or Services whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods and/or Services as arranged then the Company shall be entitled to charge a reasonable fee for returning to the site.
- 4.3 Receipt of the Goods and/or Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 4.4 The Company may deliver the Goods and/or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.5 The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.
- 4.6 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods and/or Services (or any of them) promptly or at all.

5. Risk

- 5.1 It is understood by the Client that the Company's services are those of a facilitator. The Client bears sole responsibility for use and implementation of these products in the Client's business.
- 5.2 The Client agrees to forever indemnify and hold harmless the Company from and against any loss, cost or expense resulting from activities related to the subject matter in this document and in security program.
- 5.3 While the Company will be providing guidance, direction and staff, the role of the Company is in the nature of assistance.
- 5.4 All risk for the Goods and/or Services passes to the Client on delivery.

6. Client's Disclaimer

- 6.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Company and the Client acknowledges that the Goods and/or Services are bought relying solely upon the Client's skill and judgement.

7. Warranty

- 7.1 Subject to the conditions of warranty set out in Clause 10.2 the Company warrants that if the Client does not correctly use the systems, and Company staff do not carry out the processes of the Company, and advises the Company within twenty four (24) hours of the date of delivery (time being of the essence) then the Company will either (at the Company's sole discretion) repair or remedy the situation.
- 7.2 The conditions applicable to the warranty given by Clause 10.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) Failure on the part of the Client to properly maintain any Goods or allow Services to be carried out; or
- (ii) Failure on the part of the Client to follow any instructions or guidelines provided by the Company; or

- (iii) Any use of any Goods and/or Services otherwise than for any application specified on a quote or order form; or
 - (iv) The continued use of any Goods and/or Services after any problem becomes apparent or would have become apparent to a reasonably prudent operator or user;
 - (b) The warranty shall cease and the Company shall thereafter in no circumstances be liable under the terms of the warranty if the goods or service provider is repaired, altered or redirected without the Company's consent.
 - (c) In respect of all claims the Company shall not be liable to compensate the Client for any delay in either replacing or repairing the goods and/or service, procedures and processes or in properly assessing the Client's claim.
- 8. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**
- 8.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 9. Intellectual Property**
- 9.1 Where the Company has designed, drawn or written Goods and/or Services for the Client, then the copyright in those designs and drawings shall remain vested in the Company, and shall only be used by the Client at the Company's discretion.
 - 9.2 The Client warrants that all designs or instructions to the Company will not cause the Company to infringe any patent, registered design or trademark in the execution of the Client's order.
- 10. Default & Consequences of Default**
- 10.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
 - 10.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own client basis and the Company's collection agency costs.
 - 10.3 Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods and/or Services to the Client and any of its other obligations under the terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company exercised its rights under this clause.
 - 10.4 If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
 - 10.5 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to the Company becomes overdue, or in the Company's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 11. Security And Charge**
- 11.1 Despite anything to the contrary contained herein or any other rights which the Company may have howsoever:
 - (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - (b) should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Company or the Company's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.
- 12. Cancellation**
- 12.1 The Company may cancel these terms and conditions or cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice. On giving such notice the Company shall repay to the Client any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.
 - 12.2 In the event that the Client cancels delivery of Goods and/or Services the Client shall be liable for any loss incurred by the Company (including, but not limited to, any loss of profits) up to the time of cancellation.
 - 12.3 The Client must give at least forty eight (48) hours notice to the Company's office or representative for cancellation of service.
 - (a) The Client accepts that failure to do so will result in a minimum charge of 4 hours.
- 13. Privacy Act 1988**
- 13.1 The Client and/or the Guarantor/s agree for the Company to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Company.
 - 13.2 The Client and/or the Guarantor/s agree that the Company may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the credit worthiness of Client and/or Guarantor/s.
 - 13.3 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
 - 13.4 The Client agrees that personal credit information provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed between the Client and Company or required by law from time to time:
 - (a) provision of Goods and/or Services; and/or
 - (b) marketing of Goods and/or Services by the Company, its agents or distributors in relation to the Goods and/or Services; and/or

- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Goods and/or Services; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods and/or Services.
- 13.5 The Company may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

14. Unpaid Company's Rights

- 14.1 Where the Company has carried out work for the client or on the client's behalf or the Company has performed any other Service and Company has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Company shall have:
- (a) a lien on the item;
 - (b) the right to retain the item for the Price while the Company is in possession of the item;
 - (c) a right to sell the item,
- 14.2 The lien of the Company shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

15. General

- 15.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 15.3 The Company shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Company of these terms and conditions.
- 15.4 In the event of any breach of this contract by the Company the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods and/or Services.
- 15.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Company.
- 15.6 The Company may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.7 The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Client of such change.
- 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 16. Payment agreement**
- 16.1 Any quote by the Company will only be valid for twenty four (24) hours and will be a binding contract when a signed order has been received and accepted.
- 16.2 The Company shall not commence work until an order has been received and accepted.
- 16.3 All accounts are Net seven (7) days unless prior arrangements have been agreed in writing.
- 16.4 Any account which remains outstanding after ninety (90) days will result in work being halted until the account is brought up to date. At which time the Company at its own discretion may recommence the activity.