



VIP SECURITY INDUSTRIES PTY LTD
 ACN 069 249 010
 ABN 77 069 249 010

RENTAL AND MONITORING AGREEMENT

Date of Registration: _____ Completed By: _____

Client Details

Title: _____ Full Name: _____

Date of Birth: _____ Gender: Male Female Not Specified

Address: _____

Suburb: _____ State: _____ Postcode: _____

Home Phone: _____ Work Phone: _____ Mobile: _____

Email address: _____

Lives alone: Yes No Key Safe Code: _____ or N/A

Key Safe Location: _____

Password for over the phone verification: _____

Emergency Contacts

Priority	Name	Relationship	Phone 1	Phone 2
1				
2				
3				
4				
5				
6				

GP - Medical Practitioner

Name: _____

Phone: _____ Mobile: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

HEALTH INFORMATION

Hearing Impairment: Yes No Hearing Aids: Left Right

Vision Impairment: Yes No Glasses Contact Lenses

Speech/Language Impairment: Yes No Other Language: _____

Known Allergies: _____

Medical Conditions: _____

Medications: _____

Mobility Equipment Used: _____

PRODUCT DETAILS

- | | | |
|--|-------------------------------|--------------------------|
| A. safe@home Unit with Necklace Pendant : | \$33 per month (incl. GST) | <input type="checkbox"/> |
| B. safe@home Unit with Wrist-worn Module : | \$33 per month (incl. GST) | <input type="checkbox"/> |
| C. Each additional Necklace Pendant : | \$5.50 per month (incl. GST) | <input type="checkbox"/> |
| D. Each additional Wrist-worn Module : | \$5.50 per month (incl. GST) | <input type="checkbox"/> |
| E. safe@home Unit plus Fall Detection Necklace Pendant : | \$40.70 per month (incl. GST) | <input type="checkbox"/> |
| F. Each additional Fall Detection Necklace Pendant : | \$8.80 per month (incl. GST) | <input type="checkbox"/> |

I, _____ understand the terms and conditions of this agreement and agree to pay the above chosen amount on direct debit until the unit is returned cleaned and in working order to a Threat Protect office. I also understand and agree that the minimum period of billing is 24 months and should this product be required less than 24 months, then I agree to pay the difference from the total minimum cost less what has already been paid from the agreement.

Total minimum cost for product A or B is \$792.00 and E is \$976.80. I understand and agree that the product chosen will always remain the sole property of safe@home by Threat Protect.

Signature: _____ Date: _____

Direct Debit

I request Threat Protect to arrange for funds to be debited from my nominated account at the financial institution shown below according to the schedule specified below.

Account Holder Name: _____ Mobile: _____

Account Holder Address: _____

Suburb: _____ State: _____ Postcode: _____

Email address: _____

Name of Bank: _____ Branch Location: _____

BSB: _____ Account No: _____ Credit Card No: _____

Credit Card Type: _____ Credit Card Exp: _____ CVC: _____

Please debit: \$ _____ from the above account each month quarter year

for the safe@home product as chosen above.

Signature/s: _____ Date: _____

TERMS AND CONDITIONS

DEFINITIONS

1. In this Rental and Monitoring Agreement, unless the context otherwise requires:
 - Client** means the individual or corporation stipulated in the section 'Client Details' within the Rental and Monitoring Agreement.
 - Client Premises** means the premises stipulated in the section 'Client Details' within the Rental and Monitoring Agreement.
 - Rental and Monitoring Agreement** means this document.
 - Equipment** means the items described in the section 'Product Details' within the Rental and Monitoring Agreement.
 - Initial Term** means a term of 24 months.
 - Key Safe** means the key safe (if any) stipulated in the section 'Client Details' within the Rental and Monitoring Agreement.
 - Personal Monitoring Services** means the appropriate monitoring of the Equipment.
 - Threat Protect** means VIP Security Industries Pty Ltd ACN 069 249 010 trading as safe@home by Threat Protect.

SERVICES PROVIDED BY THREAT PROTECT

2. Threat Protect shall arrange and maintain the provision of the Personal Monitoring Services to the Client, including provision of the Equipment on a rental basis.
3. The Personal Monitoring Services will be provided to the Client for the Initial Term.
4. At the expiration of the Initial Term, the Rental and Monitoring Agreement will continue to have force and effect, and the Personal Monitoring Services will continue to be provided pursuant to these terms and conditions on a monthly basis, subject to the termination provisions in the Rental and Monitoring Agreement.
5. Any special instructions or confidential information provided by the Client to Threat Protect in relation to the Client and/or the Client Premises will be passed to the monitoring station as confidential information and shall only be accessed on a 'need to know' basis and by privileged staff retained by Threat Protect.

EQUIPMENT RENTAL AND RETURN

6. The Client acknowledges that the Equipment provided or used in the course of providing the Monitoring Services is on a rental basis only, and that Threat Protect has, and retains at all times, ownership of the Equipment.
7. The Client agrees that a monthly rental fee for the Equipment will be charged to the Client until such time as the Equipment is returned to Threat Protect. The monthly rental fee for the Equipment is included in the fees charged for the Personal Monitoring Services.
8. The client agrees that fees may be payable for loss or damage to the Equipment caused by incorrect or negligent use and/or tampering of the Equipment by the Client and will indemnify Threat Protect for such loss or damage.

9. In the event that the Client fails to return the Equipment when required, Threat Protect reserves the right to take legal action against the Client to recover the Equipment or otherwise charge a fee for any unrecovered Equipment.

FEES AND PAYMENT

10. The Client agrees to the fees for the Personal Monitoring Services as stipulated at the section 'Product Details' within the Rental and Monitoring Agreement. The fees for the Personal Monitoring Services includes rental fees for use of the Equipment.
11. During the Initial Term, the Client shall pay Threat Protect for the Personal Monitoring Services:
 - (a) in advance on a monthly, quarterly or annually basis as agreed and identified within the 'Direct Debit' section of the Rental and Monitoring Agreement; or
 - (b) on terms otherwise agreed and confirmed in writing by Threat Protect to the Client.
12. In addition to the Personal Monitoring Services, the Client agrees to pay any fees and/or costs associated with:
 - (a) the attendance of emergency services, including fire and rescue, police or ambulance;
 - (b) forced entry into the Client Premises, where that forced entry is in response to the Client's alarm system;whether requested by the Client or otherwise authorised by the Threat Protect Monitoring Control Centre upon reasonable grounds. Such additional fees will be separately billed and must be paid within fourteen (14) days from date of invoice.
13. In the event the Client defaults on its payment obligations under the Rental and Monitoring Agreement, Threat Protect reserves the right to charge interest on all outstanding amounts due and payable with such interest to be calculated on a daily basis at a rate of 6% per annum.
14. Threat Protect reserves the right to suspend the Personal Monitoring Services if any amounts owing by the Client pursuant to the Rental and Monitoring Agreement remain outstanding for a period of fourteen (14) days.
15. In the event that the Client terminates the Rental and Monitoring Agreement before the expiry of the Initial Term, the Client shall pay Threat Protect an amount calculated as follows:

Early Termination Fee = (Monthly Fee) x (number of months or part thereof remaining under the Initial Term following termination)

where the Monthly Fee is the standard monthly charge for the Personal Monitoring Services (and if applicable, rental fees for the Equipment charged pursuant to this agreement) as agreed between the parties pursuant to the Rental and Monitoring Agreement. The Early Termination Fee shall be paid by the Client within fourteen (14) days from date of invoice.

CLIENT OBLIGATIONS

16. Any formal correspondence and communications from the Client in relation to the Personal Monitoring Services shall be forwarded directly to Threat Protect via postal or electronic means.
17. The client will provide Threat Protect with the details of a minimum of two persons (Emergency Contacts) who may be contacted upon the activation of the Client's alarm system. It is the Client's responsibility to advise Threat Protect of preferred Emergency Contacts and any amendments to their contact details as they change from time to time.
18. Where applicable, the Client will provide Threat Protect with the details of any Key Safe held by the Client, including the location and code of the Key Safe. The Client permits Threat Protect to access the Client's Key Safe upon activation of the Client's alarm system.

LIMITATION OF LIABILITY

19. The Client acknowledges that Threat Protect shall not be held responsible for any loss or damage to the Client or the Client Premises, or the death or injury of any person that occurs as a result of any:
 - (a) forced entry into the Client Premises;
 - (b) delay taken for alarm action response; and/or
 - (c) any event stipulated in clause 21 of this Rental and Monitoring Agreement.

FORCE MAJEURE

20. Threat Protect shall be excused from performance of any duties and obligations required by the terms of this Rental and Monitoring Agreement, and will not be liable for any loss or damage suffered whenever and to the extent that such performance is prevented or interrupted or delayed by reason of:
 - (a) mobile network outages, disruptions or interruptions;
 - (b) incorrect installation and or operation of the Equipment as supplied under the Rental and Monitoring Agreement; and
 - (c) the Client supplying incorrect information in relation to what has been asked to be supplied in the Rental and Monitoring Agreementor any other cause, fact or event that reasonably could be a matter beyond the control or power of Threat Protect.

TERMINATION

21. The Client may terminate this agreement prior to the expiration of the Initial Term by giving 30 days written notice to Threat Protect. Termination has effect only upon payment of all outstanding monies and return of all Equipment rented under this Rental and Monitoring Agreement.
22. The Client agrees that early termination of this agreement by the Client is subject to the fees payable under clause 15.
23. Threat Protect may terminate this agreement on the occurrence of one or more of the following events:
 - (a) Threat Protect forms the view held on reasonable grounds, that the Client is in breach or is likely to breach the terms and conditions of the Rental and Monitoring Agreement; and/or
 - (b) the Equipment is destroyed or damaged beyond repair.

SEVERABILITY

24. In the event any part of the Rental and Monitoring Agreement being or becoming void or unenforceable then that part shall be severed to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect of and be unaffected by any severance.

GOVERNING LAW

25. The Rental and Monitoring Agreement is governed by and construed in accordance with the laws of Western Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.

VIP SECURITY INDUSTRIES PTY LTD ACN 069 249 010 | ABN 77 069 249 010

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