



Security

General terms and conditions

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SECURE SERVICES – GENERAL TERMS & CONDITIONS

1. Term

- (a) This Agreement commences on the date the Secure Services Agreement is signed by both the Customer and RAA or, where no Secure Services Agreement is signed, the date of purchase of the Equipment or download of the Application. This Agreement continues until terminated in accordance with the terms of this Agreement.
- (b) If the Customer has requested RAA to install the Equipment or provide access to the Application, at any time prior to RAA installing the Equipment or providing access to the Application, the Customer may terminate this Agreement by notice to RAA. If this occurs, RAA may retain such part of the Customer's deposit (if applicable) as is required to reimburse RAA for its costs incurred to the date of termination.
- (c) Where the Customer has agreed to an Initial Monitoring Period for Monitoring Services:
 - (i) within 60 days of the commencement of that period, the Customer may cancel the Monitoring Services. If this occurs, RAA will promptly refund any Monitoring Fees paid by the Customer prior to the cancellation (and any Monitoring Fees direct debit arrangement will terminate) and RAA will have no obligation to provide any Monitoring Services; and
 - (ii) in certain circumstances where this Agreement is terminated during the Initial Monitoring Period, the Customer may be liable to pay the balance of the Monitoring Fees that would have been payable during the Initial Monitoring Period. See clause [19] for further information.

2. Overview

- (a) In accordance with this Agreement, in consideration for payment of applicable Fees, RAA will:
 - (i) supply (and, if applicable, install) the Equipment; and/or
 - (ii) provide access to the Application; and/or
 - (iii) supply the Monitoring Services.
- (b) The Customer will pay applicable Fees in the amounts and manner, and at the times, specified in the Secure Services Agreement, in any RAA invoice issued to the Customer in accordance with this Agreement and as otherwise agreed with RAA.
- (c) Where RAA has agreed that the Customer may pay for the Equipment (and, if applicable, Installation Costs) by instalments, the instalments must be paid at the intervals and on the dates set out in the Secure Services

Agreement or as otherwise agreed with RAA. If the Customer fails to pay an instalment by the due date and does not remedy the failure after the RAA has requested the Customer to do so, then, at the RAAs discretion all outstanding instalments will become due and payable immediately.

- (d) Where the use of the Equipment and/or receipt of the Monitoring Services involves or will involve a landline (PSTN) telephone to communicate with the Monitoring Centre, the Customer has additional responsibilities. Refer clause [10] for further information.
- (e) The Customer must not use the Equipment, Application and/or Monitoring Services for any inappropriate or unintended purposes or any illegal, unlawful or offensive act (including to violate privacy rights of others). It is the Customer's sole responsibility to seek legal advice regarding the intended use of the Equipment, Application and/or Monitoring Services. The Customer will indemnify RAA against any claim, loss or damage RAA incurs as a result of the Customer breaching its obligations under this clause.

3. Supply of Equipment

If the Customer has purchased Equipment under this Agreement:

- (a) the Customer acknowledges that the Equipment has been selected by the Customer from a range of products sold or used by RAA, having regard to the Customer's requirements as to cost, the Customer's assessment of its security risk and (if applicable) the layout, design and use of the Monitored Premises; and
- (b) RAA will use reasonable endeavours to deliver the Equipment by the time advised by RAA. The Customer acknowledges and agrees that delivery dates quoted by RAA are estimates only and are subject to receipt of all required Customer information. RAA will not be liable to the Customer for any loss, damage, and expense or cost of any nature suffered or incurred by the Customer as a result of delay or failure to deliver Equipment at the time specified.

4. Installation and activation of Equipment

- (a) Unless the Secure Services Agreement states that RAA will install the Equipment, the Customer is responsible for installing and activating the Equipment and must do so in accordance with any User Guide for the Equipment. The Customer acknowledges that a failure by the Customer to install and activate the Equipment in accordance with this Agreement may adversely affect the operation of the Equipment.
- (b) The Customer must immediately report to RAA any fault discovered by the Customer during installation and activation of the Equipment.

- (c) Where the Secure Services Agreement states that RAA will install the Equipment:
- (i) RAA will only install Equipment at Monitored Premises located within the Adelaide metropolitan area; and
 - (ii) RAA will use reasonable endeavours to do so within 60 days of the commencement of this Agreement, subject to the Customer providing to RAA such access to the Monitored Premises (including written consent of the owner to the installation of the Equipment if the Customer is not the owner of the Monitored Premises), and co-operation, as RAA reasonably requires to install the Equipment.
- (d) The supply and installation of the Equipment does not include:
- (i) provision of 240v mains power connections;
 - (ii) any alterations, repairs or works to or in connection with the Monitored Premises of a structural or similar nature (including provision of high scaffolding or elevated work platforms, concealing of wiring and excavation and reinstatement of trenches or ducts or provision of overhead cable); and
 - (iii) any works or services required as a result of any unforeseen condition or defect in the Monitored Premises which becomes evident during installation and makes installation materially more costly or time consuming than anticipated by RAA.
 - (iv) a hard-wired (240V) or long life battery powered smoke alarm per regulation 76B under the South Australian Development Act 1993, unless noted. As such wireless smoke alarms installed by RAA are only designed to complement smoke alarms required by the Act.
 - (v) Unless otherwise agreed by RAA, if applicable, the Customer must arrange for these exclusions to be addressed, at the Customer's cost, prior to installation of the Equipment by RAA. If RAA agrees to undertake any work in relation to the exclusions (or any other work), RAA and the Customer will agree the terms on which RAA will do the work. Unless agreed otherwise by RAA, RAA's charges for doing such work will form part of the Installation Cost.
- (e) If the Equipment is not installed by RAA within 60 days after the commencement of this Agreement due to factors outside of the Customer's control, the Customer may terminate this Agreement, provided that, if any additional work is required for installation, the 60 days will be extended to account for such work. If this Agreement is terminated by the Customer under this clause, RAA will refund any deposit paid by the Customer to RAA (less any costs incurred by RAA in connection with installation of Equipment) and neither party will have any further obligations under this Agreement.

5. Downloading and activation of Application

- (a) Where the Customer is provided access to the Application the Customer acknowledges that the use of the Application is subject to the Application Licence, in addition to and in priority to these General Terms and Conditions and the Customer has no right, title or interest in the Application other than as set out in the Application Licence.
- (b) The Customer acknowledges that it is responsible for downloading and activating the Application and must do so in accordance with any User Guide or terms and conditions for the Application.
- (c) The Customer acknowledges that it is liable for use of the Application by the Application User and indemnifies and must keep indemnified RAA in respect of any act or omission of an Application User which, if the Application User were the Customer would constitute a breach of this Agreement.

6. Title to Equipment

Title to the Equipment passes to the Customer on payment in full by the Customer to RAA of the purchase price for the Equipment, together with, if applicable, the Installation Cost.

7. Use and misuse of Equipment or Application

- (a) The Customer must:
 - (i) use the Equipment or Application and each part of the Equipment or Application in accordance with any User Guide;
 - (ii) use the Equipment or Application only for its intended use for Monitoring Services; and
 - (iii) keep the Equipment intact as purchased and not in any way disassemble, dismantle or remove any part of the Equipment (including any SIM in the Equipment).
- (b) The Customer must not:
 - (i) do anything that might reasonably be expected to prevent, or is inconsistent with, the intended use and continued operation of the Equipment or Application; and
 - (ii) access or alter the Equipment (including any SIM in the Equipment) or Application or any component of or programming in the Equipment or Application.
- (c) The Customer acknowledges that failure to comply with this clause may adversely impact the Equipment's or Application's effectiveness or performance and is at the sole responsibility of the Customer, including any costs or expenses arising from such failure (such as additional Fees and/or telecommunications costs).

- (d) To the extent permitted by law, RAA has no liability for:
 - (i) any damage to or failure of the Equipment or Application caused by work on or interference with the Equipment or Application by a person other than RAA or its authorised contractors;
 - (ii) any use of the Equipment or Application or any part of it other than in accordance with this Agreement; or
 - (iii) any telecommunications costs or other expenses arising from use of the Equipment or Application or any part of it other than in accordance with this Agreement.

8. Monitoring Services

- (a) If RAA receives notice of a System Event, RAA will respond in accordance with, as applicable, the Alarm Response Instructions and the Specific Terms & Conditions for the Equipment or the Secure Services Agreement for the Application.
- (b) If RAA is unable to respond to a System Event in accordance with this Agreement within such period as RAA considers appropriate in the circumstances, RAA will take such action as it considers reasonably necessary to respond to the System Event.
- (c) In consideration for the provision of the Monitoring Services, the Customer must pay RAA the Monitoring Fee and must also pay RAA for services provided (at rates set by RAA from time to time), and reimburse RAA for any third party costs incurred (including for emergency services attendance), responding to a System Event in accordance with this Agreement.
- (d) The Customer acknowledges that RAA may be unable to provide the Monitoring Services (and to the extent permitted by law has no liability for inability to provide the Monitoring Services):
 - (i) if there is a failure or interruption in electricity supply at the Monitored Premises or Monitoring Centre or battery supply to the Application User;
 - (ii) if there is a failure in the operation of GPS and/or telecommunications infrastructure;
 - (iii) the Monitored Premises and/or Equipment or Application User is located or being used in an area where GPS and/or telecommunications coverage is unavailable or limited (including temporarily);
 - (iv) the GPS and/or telecommunications network does not, or does not correctly, identify the location of the Equipment or Application User; or
 - (v) in the case of any circumstance that is not within the control of RAA.

- (e) The Customer acknowledges that RAA cannot guarantee the security of communications from the Equipment or Application at the RAA Monitoring Centre or any equipment providing a communications link between RAA and the Monitored Premises or Application User will not be circumvented. To the extent permitted by law, RAA will not be liable for security of communications or any circumvention of equipment.
- (f) If the Customer is receiving Monitoring Services, the Customer must test the Equipment or Application in accordance with any User Guide and/or Specific Terms & Conditions for the Equipment or Application. The Customer must notify RAA prior to a test being conducted. If the Customer fails to advise RAA that a test is being conducted and RAA responds to any System Event during a test, the Customer will be liable for the costs of services provided by RAA (at rates set by RAA from time to time), and any third party costs incurred by RAA (such as emergency services attendance), in responding to the System Event.
- (g) The Customer must immediately notify RAA if the Customer discovers any fault or malfunction in the Equipment or Application including when testing the Equipment or Application.

9. Monitored Premises

- (a) Where there is a Monitored Premises, the Customer must not move the Equipment (or Existing Security System) to any other premises or make any material change to the layout, design or use of the Monitored Premises (including changes to the telecommunication channels used in connection with the Equipment), without giving RAA at least 5 business days prior notice.
- (b) The Customer acknowledges that if the Equipment is moved, or the Monitored Premises materially changed, without prior notification to RAA, there is a risk that RAA will not be able to provide the Monitoring Services.

10. Customer using (PSTN) telephone landline

- (a) This clause applies only where use of the Equipment and/or receipt of the Monitoring Services involves or will involve a (PSTN) telephone landline to communicate with the Monitoring Centre. References in this clause to Equipment includes Existing Security Systems.
- (b) The Customer acknowledges that the Customer is responsible for the connection and maintenance of, and all of the costs relating to, communication of signals from the Equipment to the Monitoring Centre including any and all costs of test (or similar) calls or signals made or sent by the Equipment to the Customer's telephone and/or telecommunications channel provider.

- (c) The Customer must at its own expense ensure that the Equipment maintains communication with the Monitoring Centre following any changes to any telecommunication channels or the configuration thereof including, without limitation, as a result of the installation or removal of any telecommunication services.
- (d) Where the means of telecommunications network used for the Equipment or at the Monitored Premises is or is to be changed (including to the NBN), the Customer must inform RAA as soon as possible. The Customer (and not RAA) will be responsible for all costs and expenses associated with assessing and implementing such a change. The Customer acknowledges that the Equipment may be incompatible with the proposed new telecommunications network and may result in a disruption to the Monitored Services.

11. Nominated Contacts

- (a) The Customer warrants to RAA that the Nominated Contacts have been granted full authority by the Customer to act for and on behalf of the Customer. All instructions and directions given by the Nominated Contact to RAA will be deemed to be instructions given by the Customer and will bind the Customer.
- (a) The Customer acknowledges and agrees that it is the Customer's sole responsibility to ensure that the Nominated Contacts are authorised, willing and able to act as the Customers nominated contact under this Agreement and that Nominated Contacts details are up to date at all times.

12. Creditworthiness

- (a) If requested by RAA, the Customer must provide RAA with all information reasonably required by RAA to assess the creditworthiness of the Customer. The Customer consents to RAA, subject to all applicable laws:
 - (i) giving to, and seeking from, any provider of credit to the Customer or credit reporting agency, information about the Customer and its creditworthiness including information regarding the Customer's creditworthiness, payment history and financial capacity;
 - (ii) disclosing to any employee or agent of the Customer who administers this Agreement on behalf of the Customer any information obtained by RAA about the Customer and its creditworthiness; and
 - (iii) disclosing to RAA's agents and contractors for provision of services under this Agreement any information obtained by RAA about the Customer and its creditworthiness
- (b) If RAA is not satisfied with the creditworthiness of the Customer, RAA may by notice immediately terminate this Agreement, in which case, RAA will refund any deposit paid by the Customer to RAA and neither party will have any further obligations under this Agreement.

13. Direct debit

- (a) If the Customer has requested and RAA has consented to the Customer paying by direct debit and:
 - (i) on three or more occasions RAA is unable to debit the account nominated by the Customer; or
 - (ii) the Customer closes its nominated direct debit account and fails to give written notice to RAA of a new direct debit account,
 - (iii) then RAA may revoke the Customer's entitlement to pay by direct debit.
- (b) If the Customer's financial institution imposes any fee or cost on RAA due to RAA attempting to debit the Customer's nominated direct debit account in accordance with this Agreement, the Customer is liable to RAA for that amount and RAA may seek to recover it by debiting the Customer's nominated account.
- (c) A payment will be regarded as a late payment if RAA attempts to debit the Customer's nominated direct debit account and the Customer's financial institution refuses or fails to process that direct debit (other than due to the act or omission of RAA).
- (d) The Customer may by advising RAA at any time at least 10 days prior to the next direct debit date cease paying by direct debit and pay by EFT or such other means as agreed with RAA.
- (e) If the Customer's entitlement to pay by direct debit is revoked by RAA or terminated for any other reason, the Customer's liability to make payments under this Agreement continues and the Customer must pay by EFT or such other means as agreed with RAA.
- (f) RAA may amend its direct debit terms by notice to the Customer.

14. Fee adjustments

Fees may be adjusted by RAA annually to take into account any changes in the national consumer price index. RAA may also adjust Fees on an annual basis to take into account increases or decreases in RAA's costs of performing its obligations under this Agreement.

15. Fees in arrears and shortfalls

- (a) If at any time any amount payable by the Customer under this Agreement is in arrears and the arrears has not been remedied after the RAA has requested the Customer to do so then:
 - (i) RAA may suspend its performance under this Agreement until such time as the amount has been paid by the Customer to RAA;
 - (ii) the Customer will not be charged Fees during the period of suspension but will be liable to RAA for any fees or costs incurred by RAA in connection with the suspension; and
 - (iii) the Customer will be liable to RAA for all costs incurred by RAA in recovering amounts the Customer owes to RAA (including debt collection agency and legal fees).
- (b) If on a day a number of payments are due from the Customer to RAA and the payment made by the Customer for that day is less than the total amount of all payments due, unless the Customer has notified RAA what the shortfall relates to, RAA may allocate the payment in its absolute discretion to such amounts as are due to RAA.

16. Your rights under consumer protection legislation

- (a) The Customer may be entitled to the benefit of statutory guarantees which apply to the supply of goods and services under this Agreement. If applicable, this Agreement applies subject to those guarantees.
- (b) Pursuant to the Australian Consumer Law this paragraph (b) and paragraph (c) below only apply in respect of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, but this clause will not apply if a party establishes that reliance on it by RAA would not be fair and reasonable. This paragraph (b) and paragraph (c) below prevail over any inconsistent provisions in this Agreement.
- (c) Liability for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to:
 - (i) in the case of goods, to any one of the following as determined by RAA:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (A) the payment of the cost of having the goods repaired;

- (ii) in the case of services, to any one of the following as determined by RAA:
 - (A) the supplying of the services again;
 - (B) the payment of the cost of having the services supplied again.
- (d) In addition to the Australian Consumer Law, other legislation may imply into this Agreement certain warranties and other terms which it is not possible to exclude by law (Mandatory Terms) and that legislation may restrict RAA's ability to limit its liability for breach of such Mandatory Terms. Whether Mandatory Terms are implied will depend on the legislation in force from time to time. RAA will comply with its obligations under a Mandatory Term however its liability for breach of a Mandatory Term is limited to the maximum extent permitted by law.
- (e) No clause in this Agreement excludes or limits the operation of a Mandatory Term where to do so would infringe a statute or cause the clause purporting to exclude or limit liability, or the operation of the Mandatory Term, to be void. Any clauses in this Agreement excluding or limiting liability are to be read subject to this provision.

17. RAA's liability other than under consumer protection legislation

- (a) This clause [17] applies subject to clause [16].
- (b) To the extent permitted by law and subject to the Australian Consumer Law:
 - (i) all warranties, terms and conditions in relation to the supply of goods and services under this Agreement which may otherwise be implied by use, statute or otherwise are excluded;
 - (ii) RAA has no liability to the Customer for any loss, damage, personal injury, death or theft caused or undertaken by any person who gains unauthorised or unlawful access to the Monitored Premises, irrespective of the means by which such person gains access;
 - (iii) RAA has no liability to the Customer for any loss of profits, revenue, use, opportunity or contract; cost of capital, cost of substitute equipment, facilities or services; costs of claims by suppliers to, or customers of, the Customer; liability incurred by the Customer to any third party; increased costs of operating any business undertaken by the Customer; indirect loss; consequential loss; or special loss.
- (c) To the extent permitted by law and without limiting the limitations and exclusions on liability set out above but subject in all respects to clause [16], RAA's aggregate liability for all acts or omissions under, or relating to, this Agreement in any consecutive 12 month period is limited, for all claims in respect of that period, to \$10,000.

- (d) This clause applies to all claims of any nature and on any basis against RAA and references in this clause to RAA include RAA's employees, agents and contractors and the Customer acknowledges RAA holds the benefit of this clause both on RAA's own account and on trust for its employees, agents and contractors.

18. Termination

- (a) A party may terminate this Agreement:
- (i) if applicable, pursuant to cooling-off rights;
 - (ii) by giving not less than 30 days' notice to the other; or
 - (iii) as otherwise provided in this Agreement.
- (b) RAA may terminate this Agreement immediately upon written notice to the Customer if:
- (i) the Customer is in breach of any obligation under this Agreement and has failed to remedy that breach within 14 days of notice from RAA requiring the breach to be remedied;
 - (ii) the Customer enters into any arrangement with its creditors (other than on solvent terms) or goes into bankruptcy, administration, receivership or liquidation; or
 - (iii) (if applicable) RAA is unable to obtain or retain for any reason transmission of signals between the Monitored Premises and/or the Equipment (or Existing Security System) or the Application User and the Monitoring Centre.
- (c) The Customer may terminate this Agreement immediately upon written notice to RAA if:
- (i) RAA is in breach of any other obligation under this Agreement or at law (including of any guarantee under consumer protection legislation) and has failed to remedy that breach within 14 days of notice from the Customer requiring the breach to be remedied; or
 - (ii) RAA enters into any arrangement with its creditors (other than on solvent terms) or goes into administration, receivership or liquidation or ceases to carry on business.
- (d) Termination of this Agreement does not affect the accrued rights of the parties as at the date of termination.

19. Payments on termination

- (a) If this Agreement is terminated for any reason, subject to the following, the Customer must pay RAA within 7 days of termination any outstanding balance of the Equipment purchase price and (if applicable) Installation Cost. If the Equipment price and/or Installation Cost is being paid by instalments, and RAA agrees, this Agreement will remain in force in so far as it applies to the payment of the instalments and the Customer will continue to comply with its obligations in respect of payment of those instalments.
- (b) If this Agreement is terminated by RAA for cause or by the Customer without cause during the Initial Monitoring Period (if applicable), if required by RAA, the Customer must pay RAA the balance of the Monitoring Fee that would have been payable by the Customer over the Initial Monitoring Period if this Agreement had not been terminated, less the costs (as reasonably determined by RAA) saved by RAA no longer having to provide the Monitoring Services.
- (c) Termination of this Agreement will also automatically terminate any direct debit arrangement between RAA and the Customer for payment of amounts under this Agreement (other than were the Equipment price and/or Installation Cost is being paid by instalments and RAA agrees the Customer may continue to pay those amounts by instalment).

20. Force majeure

If performance of any obligation under this Agreement by a party (other than any obligation to pay money) is hindered or delayed by a circumstance not within the control of the party, that party will, to the extent permitted by law, be excused from and not liable for failure in performance of its obligations under this Agreement to the extent performance is hindered or delayed and, in the case of delay, the time for performance will be extended accordingly.

21. GST

- (a) In this Agreement, unless indicated otherwise, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause, exclusive of GST.
- (b) If a party (Supplier) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply), on receipt of a valid tax invoice from the Supplier, pay to the Supplier an amount equal to such GST. That amount is payable at the same time as the remaining monetary consideration for the supply is payable or, if there is no monetary consideration for the supply, within 14 days of invoice.

22. Survival

Any provision of this Agreement which is required to survive termination to give its operation efficacy or which provision shows, by its terms, an intent that it should survive termination, survives termination or expiration of this Agreement, including clauses [7, 16, 17, 18, 19, 21 and 22].

23. Assistance and co-operation

Each party must provide to the other party such information, co-operation and assistance as the other party reasonably requests from time to time to enable it to perform its obligations under this Agreement.

24. Severance

If a provision of this Agreement would, but for this clause, be unenforceable the provision will be read down or severed to the extent necessary to avoid that result.

25. Governing law

The laws of South Australia govern this Agreement.

26. Assignment

- (a) The Customer must not assign, transfer or novate its rights or obligations under this Agreement without RAA's prior written consent, which may not be unreasonably withheld.
- (b) RAA may assign, transfer or novate its rights and/or obligations under this Agreement to any competent organisation without the Customer's consent.

27. Miscellaneous

- (a) A reference in this Agreement to a person includes a natural person and a body corporate.
- (b) RAA may subcontract its rights and obligations under this Agreement without restriction.
- (c) A reference in this Agreement to a business day is to a day other than a Saturday, Sunday or public holiday in South Australia.
- (d) The Customer acknowledges that RAA is not, under this Agreement, an insurer and supply of any goods or services by RAA under this Agreement is not a substitute for insurance coverage.

- (e) An indemnity in this Agreement is separate and independent from other obligations of a party and survives termination of this Agreement. It is not necessary for a party to incur expense before enforcing a right of indemnity and the making of a claim by a party under an indemnity does not preclude that party from subsequently making further claims under that indemnity in respect of any further loss from the same event.
- (f) Either party may give notice to the other under this Agreement by email or letter (at the last know or advised email or address) or, where writing is not required for a notice, by telephone.
- (g) The words **including, for example** and **such as** (and other forms of those words) are to be construed without limitation.

28. Privacy

- (a) RAA will comply with the terms of its Privacy Policy published at www.raa.com.au and updated from time to time.
- (b) The Customer agrees to the collection, use, holding and disclosure of its personal information by RAA in accordance with RAA's Privacy Policy updated from time to time.

29. Key Words

Agreement means the contract between RAA and the Customer which is set out in the following documents:

- (a) the Secure Services Agreement;
- (b) the Customer Confidential Data;
- (c) the Specific Terms & Conditions;
- (d) these General Terms & Conditions;
- (e) any Installation and User Guide; and
- (f) any agreement between the Customer and RAA for payment of any Fees by the Customer by direct debit.

If there is inconsistency between the documents constituting this Agreement, specific requirements will prevail over general requirements.

Alarm Response Instructions means instructions from the Customer or its Nominated Contacts regarding requirements for the provision and timing of the Monitoring Services and the procedures to be followed by RAA in the event of a System Event, as set out in the Customer Confidential Data or otherwise

communicated to RAA including by telephone to RAA in connection with a System Event, allow two business days if any changes requested.

Application means any software or application which is licenced or sub-licenced by RAA to the Customer (or its users, employees or representatives) under the terms of the Secure Services Agreement or otherwise agreed between the Customer and RAA.

Application Licence means the terms and conditions upon which the Application is licenced to or accessed by the Customer (or its users, employees or representatives).

Application User means the person who has downloaded the Application for use in connection with the Monitoring Services to be provided to the Customer.

Customer means the person(s) or legal entity named in the Secure Services Agreement as the customer.

Customer Confidential Data means the Customer information relating to provision of Monitoring Services including Nominated Contacts, Alarm Response Instructions and location of Monitored Premises, which data may be varied by the Customer from time to time by notice to RAA (including by telephone instructions to RAA in connection with a System Event).

Equipment means the items and products purchased or to be purchased by the Customer from RAA as listed in the Secure Services Agreement or otherwise agreed between the Customer and RAA.

Existing Security System means equipment installed at the Monitored Premises before the commencement of this Agreement.

Fees means, as applicable, the following fees and expenses as specified in the Secure Services Agreement or otherwise agreed with RAA, and each as may be varied from time to time by RAA in accordance with this Agreement:

- (a) Equipment purchase price;
- (b) Installation Cost;
- (c) Routine Inspection Fee;
- (d) Monitoring Fee;
- (e) Security Patrol Response Fee; and
- (f) such other amounts as are specified in this Agreement or agreed between the Customer and RAA.

Initial Monitoring Period means the monitoring period (being 12, 24 or 36 months or such other period) selected by the Customer in the Secure Services Agreement for the provision of applicable Monitoring Services.

Installation Cost means the total Equipment and installation price set out in the Secure Services Agreement plus any other amounts specified in this Agreement for the supply and installation of the Equipment, including any amount charged by RAA to undertake additional work due to the occurrence of an unforeseen condition or defect at the Monitored Premises.

Monitored Premises means, if applicable, the premises at which the Equipment will be installed (or the Existing Security System is located) and/or the premises to be monitored by the Monitoring Services.

Monitoring Centre means the premises from which, from time to time, RAA monitors signals from the Equipment.

Monitoring Fee means the fees payable by the Customer for monitoring of the Equipment (or Existing Security System) for, and actioning of, System Events.

Monitoring Services means monitoring of the Equipment for, and actioning of, System Events and such other services (if any) selected by the Customer in the Secure Services Agreement or otherwise agreed with RAA:

- (a) Routine Inspections;
- (b) security patrol response as described in this Agreement; and
- (c) such other services as applicable under this Agreement.

Nominated Contact means a person or persons nominated by the Customer in the Customer Confidential Data as its authorised representatives for the purposes of the Alarm Response Instructions and who RAA may contact in respect of its provision of Monitoring Services, as amended or updated by the Customer by notice to RAA.

RAA means RAA Secure Services, a division of Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807.

Routine Inspection means an annual inspection and testing of the Equipment (and/ or if applicable of the Existing Security System) to be conducted by RAA but excluding any repairs and maintenance (including replacement parts) which that inspection identifies is required for the Equipment (and/or if applicable Existing Security System).

Routine Inspection Fee means the fees payable by the Customer to RAA for Routine Inspections.

Secure Services Agreement means the document, form or agreement signed by RAA and the Customer, or proposed by RAA and accepted by the Customer, for RAA to supply (and if applicable install) the Equipment and/or supply the Monitoring Services.

Security Patrol Response Fee means the fee for a security patrol response in accordance with this Agreement.

Specific Terms & Conditions means, if applicable, the Specific Terms & Conditions for the Equipment.

System Event means the indication of an alarm event or signal received by RAA from the Equipment (or Existing Security System) including intruder alerts and fault and reporting signals (such as low battery alerts).

User Guide means any RAA instructions and/or installation and/or user guide provided by RAA in relation to the Equipment.

30. Contacting RAA

- **Monitoring Centre** – 1300 555 120
- **Accounts, maintenance and customer service (including complaints)** – 08 8202 4695
- **Sales, general enquiries and information** – www.raa.com.au or 08 8202 4695
(Monday – Friday 8 am – 6 pm, Saturday 9 am – 12 Noon)

Visit a local

Metropolitan shops

Adelaide

41 Hindmarsh Square

Colonnades

Shop 25, Centro Colonnades

Elizabeth

Shop 147, Elizabeth Shopping Centre

Marion

Shop 2042, Westfield Marion

Mile End

101 Richmond Road

Modbury

33 Smart Road

West Lakes

Shop 31, Westfield West Lakes

Country shops

Berri 16 Wilson Street

Broken Hill 320 Argent Street

Clare 280 Main North Road

Gawler 151 Murray Street

Kadina 62 Graves Street

Mount Barker 22–26 Adelaide Road

Mount Gambier 55 Commercial Street West

Murray Bridge 19 Bridge Street

Naracoorte 88 Stewart Terrace

Port Augusta 7 Caroon Road

Port Lincoln 2 Liverpool Street

Port Pirie 129 Ellen Street

Renmark 49 Renmark Avenue

Victor Harbor 66 Ocean Street

Whyalla 85 McDouall Stuart Avenue

Important contact information

Phone

RAA Monitoring Centre **1300 555 120**

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