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## Installation Terms & Conditions

### 1. INSTALLATION OF SECURITY SYSTEM

1.1 No Mess must carry out the Security System Installation during Normal Working Hours with all reasonable skill and care and perform the work in a workmanlike and professional manner.

1.2 Title to any part or parts of the Security System purchased by the Customer will pass upon delivery. Until payment is received in full, the Customer must:

(a) until such time maintain such part or parts of it in good order and condition; and

(b) if payment is not made within 7 days of the due date, the Customer irrevocably authorizes No Mess to enter its Premises and agrees that No Mess is entitled to take possession of the part or parts without any liability to the Customer.

1.3 The Customer acknowledges and agrees that all cutting of ways, excavation, cable trenching, provision of 240 mains power connections, cable installation, alterations to existing equipment, interfacing with fire, heat or detection systems and lifting equipment required to work at heights are not included in the Security System Installation unless specified in the Offer.

1.4 No Mess will not be responsible for any disruption of a network, software or equipment of the Customer caused by the impact of the interface, integration or addition of the Security System supplied by No Mess.

1.5 The Customer shall make the Premises available and, in such form, as to allow No Mess to commence Security System Installation by the date specified in the Offer. The Customer agrees to ensure that the Premises must at all times be a safe working environment and (without limitation) will not contain asbestos or similar hazards. This Agreement is based upon No Mess having free and uninterrupted access to the Premises at all times, and on the Security System being capable of being installed in a continuous sequence. Should restricted access force No Mess to cease or suspend work and/or leave the Premises and return to Premises at a later time, the reasonable costs of doing so may be added by No Mess to the Fees.

1.6 The Customer shall provide adequate facilities at the Premises at no cost to No Mess. Where required and not otherwise stated, these shall include parking facilities, Premises power, Premises lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips.



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1.7 This Agreement is based upon the State and Federal Awards applicable to the type of work involved on the Premises, however, if it becomes necessary to pay any additional site allowances the cost of these shall be added to the Fees.

1.8 In the event that No Mess has agreed to carry out the Security Service Installation based on information provided by the Customer in relation to the condition of the Premises and No Mess has quoted on the basis of such advice, any unanticipated problems that might arise on the Premises involving extra work or materials may result in No Mess increasing the Fee specified in the Offer.

1.9 Minor building works including trenching, backfilling and restoration, provision of penetrations, making good, flashing, chasing, console and joinery work, provision of mounting brackets and foundation plinths are to be performed by others at no cost to No Mess.

1.10 If No Mess is delayed in reaching completion of the Security System Installation by the date agreed between the parties as a result of a delay which is outside its reasonable control then No Mess shall be entitled to a reasonable extension of time to complete the Security System Installation.

1.11 Should No Mess be delayed in carrying out its work by delays caused by acts or omissions of the Customer, its servants or agents, any contractors or consultants engaged by the Customer or any head contractor or other party to which the Customer has contracted with, then No Mess shall be entitled to claim the reasonable costs of the delay from the Customer, and the amount shall be a debt due and owing to No Mess.

1.12 The Customer may, before completion of the Security System Installation, request No Mess in writing to vary the scope of the work involved in the Security System Installation which No Mess may, at its sole discretion choose to accept. No Mess will provide a quotation for the proposed variation, and shall advise in writing the revised Fee, any time extension necessary and the technical impact of any proposed variation. Variations shall be priced by No Mess employing standard price lists or reasonable rates or prices, and shall include an amount for any design costs, management costs, overheads and profit.

1.13 No Mess may substitute products or equipment offered as part of the Security System with technically equivalent or superior products provided that the Customer has been informed by No Mess and accepts in writing the alternative product offered prior to its supply.

1.14 Notwithstanding clause 10, No Mess may terminate the Security System Installation at any time by providing seven (7) days written notice to the Customer.



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## 2. ADDITIONAL SERVICES

2.1 If the Customer asks No Mess to provide Additional Services and No Mess agrees, the terms of this Agreement apply to the Additional Services and the Customer must pay for the Additional Services at the following rate(s):

(a) if No Mess has quoted an amount before providing the Additional Services, the amount quoted; and

(b) if No Mess has not given any quote, an amount calculated for the Additional Services provided at NoMess's standard rates for such Additional Services applicable at that time.

## 3. WARRANTY

3.1 The Security System supplied by No Mess to the Customer under this Agreement is covered by a warranty which shall commence at the completion of the Security System Installation for a period of twelve (12) months.

3.2 During the Warranty Period any Security System equipment which proves to be faulty will be repaired or replaced by No Mess at its option and at its expense.

3.3 The warranty provided under this Agreement is dependent upon regular service work being carried out to Australian Standard AS2201.1. No Mess will carry out this service work if the Customer elects in the Offer to receive Maintenance Services.

3.4 The parties agree that when evaluating a claimed defect of the Security System, due allowance shall be made for fair wear and tear of any equipment supplied as part of the Security System. Should the Customer or any other party attempt to carry out repairs, mal-operate the Security System, or modify it in any way during the Warranty Period without NoMess's permission, No Mess shall be relieved of its obligations under the warranty provisions.

3.5 In addition, the warranty does not cover work required to be done to repair a defect or damage which is caused by the Customer's negligence, fault, neglect, abuse or incorrect use of the Security System equipment or caused by circumstances outside NoMess's control or the control of the manufacturer including as a result of vandalism, fire, water damage, power surge or other act of God.

3.6 Equipment connected to any of the Customer's existing systems may, at NoMess's reasonable discretion, be excluded from NoMess's obligations under the warranty.



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3.7 Work under the warranty provisions shall be carried out during Normal Working Hours.

#### 4. INTELLECTUAL PROPERTY

4.1 No Mess retains all rights, title and interest subsisting in any design(s), documentation, diagrams or plans and other information and materials (“No Mess Materials”) supplied to the Customer for the purposes of carrying out the Services under this Agreement.

4.2 Where the Customer supplies any design(s), documentation, diagrams or plans and other information and materials (‘Customer Materials’) under this Agreement, the Customer retains all right, title and interest in such Customer Materials but grants to No Mess a perpetual, irrevocable, royalty free non-exclusive licence to use, reproduce and modify the Customer Materials to enable No Mess to fulfil its obligations under this Agreement. The Customer agrees to accept full responsibility for all Customer Materials provided to No Mess under this Agreement and agrees to indemnify No Mess for any action, claim, liability, cost or expense arising out of any threatened or actual infringement of intellectual property rights arising out of the use by No Mess of the Customer Materials.

#### 5. DISPUTE RESOLUTION

5.1 The parties agree that they must initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute.

5.2 In the event that the parties are unable to resolve the dispute within that time frame they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties.

5.3 If the dispute is not resolved in accordance with clause 11.2, the parties may either agree to refer the matter to mediation or some other form of alternative dispute resolution or commence legal proceedings.

#### 6. GENERAL



6.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which the Customer might seek to impose.

6.2 The terms, provisions and conditions of this Agreement may only be varied by agreement in writing between the parties.

6.3 No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by No Mess to enforce any clause of this Agreement, will not be construed as a waiver of NoMess's rights under this Agreement.

6.4 Should any part of this Agreement for any reason be held to be invalid, unenforceable or illegal, such judgment or holding will not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the part of this Agreement directly involved in

the matter or proceeding and the remainder of this Agreement will remain in full force and effect.

6.5 The Agreement is entered into subject to satisfactory credit approval of the Customer by No Mess.