



CLIENT DETAILS FORM

Site Name:

(The name on your signage, not necessarily the name on your invoice)

Site Address:

(The street address-No PO Boxes)

Billing Name ('Client'):

(The name you would like on your invoices)

ABN:

Billing Postal Address:

(The address that you would like on your invoices)

Site Contact:

(During Business Hours)

NAME:

PHONE:

Email Address:

(We prefer to send incident reports via email, if you don't have an email address we will send them via fax)

Fax:

Accounts Contact:

NAME:

PHONE:

**After Hours
Contact Person 1:**

NAME:

PHONE:

**After Hours
Contact Person 2:**

NAME:

PHONE:

**After Hours
Contact Person 3:**

NAME:

PHONE:

How did you hear about us?

(Yellow Pages Print/ Yellow Pages Online/ Website/ Sales Rep etc.)

MARKETING LIST: Tick this box if you would not like to receive marketing and promotional material from NSR.

PRICE: The cost of this service is _____ per _____ plus GST (the 'Cost of Services').
 Other charges may apply (refer to Trading Terms or other agreement).

PLEASE READ AND INITIAL EACH POINT TO SHOW YOU UNDERSTAND AND AGREE WITH THE FOLLOWING:

- _____ Unless stated otherwise in writing, the price given above is a weekly price, and calculated on the number of Tuesdays in the month
- _____ There will be a Public Holiday Surcharge for any patrol or escort provided on a Public Holiday
- _____ The Client must provide 30 days written notice before cancelling services (unless in a Service Agreement)
- _____ Unless agreed upon in writing, no waiting period or 'free trial' applies
- _____ Late payments may incur debt collection fees and charges

BY SIGNING THIS DOCUMENT, YOU AFFIRM THAT YOU HAVE READ AND UNDERSTAND THE NSR TRADING TERMS AS LISTED ON THE BACK OF THIS DOCUMENT, AND THAT YOU ARE IN THE POSITION TO ACCEPT SUCH TERMS ON BEHALF OF THE CLIENT.

CLIENT NAME:

CLIENT POSITION:

CLIENT SIGNATURE:

DATE:

NSR REPRESENTATIVE NAME:

NSR TRADING TERMS

IF YOUR SERVICES ARE PROVIDED UNDER A SERVICE AGREEMENT, REFER TO THAT AGREEMENT FOR RELEVANT TERMS AND CONDITIONS.

NSR Agrees to provide security services to the Client under the following conditions:

General

1. These conditions shall be read subject to the Trace Practices Act 1974 and to any implied terms, conditions or warranties imposed by that Act or any other Commonwealth, State or Territory legislation insofar as that legislation may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term, condition or warranty.
2. The Client must ensure that NSR is provided with correct and updated after-hours contact information at all times and, in any event, that NSR is advised in writing within 7 days of any change in business structure, ownership or key staff. NSR takes no responsibility for out of date client information.
3. NSR may utilise the services of a third party to provide services, including monitoring and manpower services.
4. Information provided by you may be provided to a third party where required by law, where required to provide the services, or where your invoice is Invoiced Financed through our Financial Institution or where you have consented (e.g. your name and contact details may be passed on to the police in the event of a break-in).
5. These terms and conditions are fully transferable between parties, and are binding on any future owners, directors, representatives or managers of NSR or the client, and persons and entities that purchase the client or contractor lists of NSR or the client, in as much that the termination of employment of the signatories on this document does not automatically cause the agreement to cease.

Payment

6. The Client will make payment for the services on or before the due date of each invoice, which shall normally be 14 days from the date of each of invoice, unless otherwise stated on that invoice. If payment is not received by the due date, NSR reserves the right to charge a late payment and administration fee of \$15 or 5% (whichever is greater) for each outstanding invoice, which shall be re-applied for each 30 day period that the invoice is outstanding.
7. If payment is not received within 90 days of the date of the invoice, NSR may cancel services and refer the outstanding invoices to a debt collection agency or solicitor, at a cost to the Client. Such costs may include commission, admin fees and interest as charged by the debt collection agency or solicitor.
8. In addition to the Cost of Services, the Client agrees to make payment for any additional services which are provided to them at an additional cost. These services may include (but are not limited to) logger reports and the Public Holiday Surcharge. These services will only be provided after a verbal or written request from the Client has been received (except for Clause 11).
9. If the Client makes payment by direct debit, a direct debit request form must be completed. NSR will deduct the invoice amount from the Client's nominated bank account or credit card 7 days from the date of the invoice. If that day falls on a weekend or public holiday, the payment may be deducted on the closest business day. If suitable funds are not available, or if the Client provides incorrect banking details, the client may be liable for dishonour fees incurred by NSR.

Costs and Invoicing

10. The Public Holiday Surcharge is added to the Cost of Services for each public holiday where patrol or escort services are provided. Unlike the additional services discussed in Clause 9, this charge is automatically added for each public holiday within an invoice period, unless the client requests in writing that the services are not provided on that day. This request must be received by NSR at least 24 hours before the public holiday.
11. The Cost of Services may be increased by NSR at any time, with 30 days written notice (unless the services are under a Service Agreement).
12. Invoices may be sent out with calculations made on a pro-rata basis, where services have only been provided for a part-month.
13. Mobile Patrol and Escort service costs may be provided as a weekly amount. Where this is the case, invoices are issued with the weekly rate multiplied by the number of Tuesdays in that month. Also, these services are costed at maximum timeframes of 1.5 minutes per check for External ("EX") patrols, 3.5 minutes per check for Intermediate ("IM") patrols, 5.5 minutes for Internal ("INT") patrols, and 15 minutes for Escorts. Any additional time continually required for these checks may require that the services be re-quoted, unless such additional time has already been factored into the pricing for that premises.

Cancellation

14. NSR reserves the right to cancel the services at any time by providing 30 days notice to the client. Unless there is another agreement in place, the Client may also cancel services at any stage by providing the same notice. Should the Client not provide this notice, the Client will be liable for the Cost of Services for one month. Should NSR not provide this notice, the Client will not be liable for the Cost of Services for that period.
15. If the Client contravenes any terms of this agreement, NSR reserves the right to cancel services without providing 30 days notice, and forward an invoice to the Client for services already provided in that invoice period, for which the Client is liable, plus additional amounts if applicable.

Liability

16. The Client understands that NSR has limited liability for any action or inaction of our staff, contractors or agents, and that subject to clause 1, NSR will not be liable to the Client for: A) Any loss or damage caused by any reason beyond the control of NSR including but not limited to mechanical break-down, storm, earthquake, strike, lock-out, labour disputes, act of God, war (whether declared or not), act (administrative or legislative) of any Government, riot or civil commotion, fire, explosion or act or omission of the Client or staff, contractors or agents. B) Any direct or consequential damage. C) Any loss, damage or liability suffered or incurred by the Client, except to the extent to which such loss, damage or liability is caused by the negligence of NSR, its staff, contractors or agents, acting within the scope of their employment. D) At all times, except where prohibited under clause 1, liability will be limited to either the cost of supplying, replacing or repairing the goods or services, or the Cost of Services for one (1) month, as determined by NSR.
17. The Client indemnifies NSR against any costs, damages, loss or liability of any kind (including legal costs) suffered or incurred by NSR in regards to personal injury or death of any person, or loss of or damage to any property arising from, caused or contributed to by any act, error or omission of the Client its staff, contractors or agents.
18. Claims against NSR must be made by the Client to NSR within 7 days of the day that the existence of the claim came or should have come to the notice of the Client, and must state the nature, grounds and amount of the claim. Time is of the essence in respect of this clause, and claims not notified within 7 days shall not be allowable or admitted and shall be deemed waived or abandoned by the Client.
19. For CIT services, NSR is only liable for cash while in our possession, and where the Client has completed all required reporting procedures, including signing a Collection Receipt or docket with a seal number and signature of the guard who has collected the cash. NSR is not liable for undercounting of cash, or if the cash has not been correctly sealed.

Guarantees

20. The Client understands and accepts that the services are of a deterrent nature, and that no guarantee implied or otherwise is offered by NSR that the services will prevent fire, theft, damage, loss, death or injury, of any person or property. Furthermore, the Client acknowledges that patrol services are a shared service with other clients of NSR in the area, and that interruptions and/or delays caused by break-ins at other clients' premises, and other emergencies including fire, flood, accident, police or emergency services activities, road closures, bad weather, natural disaster, busy periods and other unforeseen circumstances may delay or prevent the response or the stated number of inspections from being carried out. Therefore, NSR cannot guarantee any response or number of checks, will not be liable for the non-performance or delay of such services due to these causes, and is unable to provide refunds for checks which are not carried out due to factors beyond NSR's control.
21. Each signatory for and each director of a proprietary company customer ("the guarantors") accepts personal liability, jointly and severally with the company customer, and with each other for the performance of the Client's obligations under these Trading Terms, and for the observation of any applicable laws, including the payment of to NSR of all monies which may be owed. The Guarantor's liability is not affected by the granting of any time, forbearance or other concession by NSR to the Client or any Guarantor, any compromise with the Client or any Guarantor, or the termination of the services.
22. The Client must procure the signature of each director to these Terms including without limitation to this Guarantee.