

---

## Conditions of Service Agreement



---

**Alarm New Zealand  
10 West Terrace  
Newton  
Auckland  
Tel: (09) 3030303  
Fax: (09) 3020324  
Email: [helpdesk@alarmnz.com](mailto:helpdesk@alarmnz.com)  
Web: <http://www.Alarmnz.com>**

# Conditions of Service Agreement



## 1. Definitions

- a) "Alarm New Zealand" shall mean Alarm New Zealand Limited or Alarm NZ and/or any agents or employees thereof.
- b) "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer as per Billing Information Schedule or any person purchasing goods or services from Alarm New Zealand.
- c) "Goods" shall mean all goods, chattels supplied by Alarm New Zealand to the customer and shall include any fee or charge associated with the supply of goods by Alarm New Zealand to the customer.
- d) "Services" shall mean all services provided by Alarm New Zealand to the customer and shall include without limitation the provision of all alarm systems, installation and maintenance, monitoring response, services and supplies, all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of services by Alarm New Zealand to the customer.
- e) "Price" shall mean the cost of the goods or services as agreed between Alarm New Zealand and the customer subject to clause 14 f ) of this contract.
- f) "Alarm" An installation of apparatus, which performs specific Fire, Security or Safety related functions in response to the operation of a device, detector, manual call point, mobile phone or other input, as defined in relevant NZ Standards.
- g) "NZFS" New Zealand Fire Service or its appointed agent.
- h) "NZP" New Zealand Police or its appointed agent.
- i) "Service Agent" Party that is contracted by the Customer to maintain and repair the Customer's Alarm.
- j) "System" The collection of equipment, software, transmission links and processes necessary to transport messages between Alarms and the Customer its service agents and if required the NZFS.
- k) "Lease Equipment" shall mean all goods supplied by Alarm New Zealand to the customer where a rental fee or one time lease fee is applied to the transaction. All such goods referred to as lease equipment shall remain the property of Alarm New Zealand.

## 2. Connection

- a) Alarm NZ does not guarantee that connection of the Alarm to the System will be continuous or fault free but will take all precautions to ensure best possible service and will attempt to notify the Customer immediately upon any fault or disconnection of service.
- b) Circumstances beyond the control of Alarm NZ may cause the connection to be interrupted. Interruption to the connection may be required to comply with a legislative requirement or in order to repair or work on equipment.
- c) The Customer must comply with all applicable statutory requirements and codes of practice.
- d) The Customer must, on 24 hours written notice, grant access to NZFS/NZP or Alarm NZ personnel to inspect the Alarm and the Protected Premises at reasonable times during normal working hours.
- e) Prior to the connection of a Alarm to the System the Customer must provide to Alarm NZ all data specified by Alarm NZ necessary to allow contact to be made at any time by Alarm NZ or NZFS/NZP. If, during the term of this agreement, any of the data changes, the Customer must immediately inform the Alarm NZ of those changes.

## 3. Access

- a) The Customer must supply to the NZFS/NZP master keys or sets of keys (or equivalent, e.g. access cards or codes) allowing access to all parts of the Protected Premises. The number of keys in the set shall not exceed six.
- b) The Customer must immediately advise the Alarm NZ of any changes to the security for which keys access cards or codes have been supplied and supply any further keys access cards or codes as necessary.
- c) Where access to the Protected Premises is through part of a larger complex, which does not have alarm monitoring, keys for those outer areas are required.
- d) The Alarm NZ will provide the Customer with the address of the NZFS/NZP station to which the Customer shall deliver the keys, and in which the keys will be held.
- e) The Customer acknowledges if it does not provide keys in accordance with clause 3.a) that the NZFS/NZP may force access to the Protected Premises in the event of a call out. Any damage to the Protected Premises as a result of such forced access to be at the cost of the Customer.

## 4. Alterations

- a) The Customer shall give prior notification to Alarm NZ of any intended alterations to the Alarm or any material factor that would affect in any way the operation of the Alarm.
- b) Alterations to the Alarm shall comply with the relevant New Zealand Standards.
- c) The customer will allow the NZFS/NZP to inspect any alterations to a Fire Alarm.
- d) The Customer shall give 20 Business Days notice in writing to Alarm NZ prior to any change in ownership of the Alarm, or any change in protection afforded by the Alarm.
- e) The Customer shall give Alarm NZ immediate notice in writing of any change to its Service Agent.

## 5. Disconnection / Cancellation

Alarm NZ may disconnect the Alarm from the Monitoring System following at least fourteen days written notice to the Customer:

- a) For repeated false alarms, which result in the attendance of NZFS/NZP personnel and vehicles
- b) If testing is not carried out satisfactorily and if any abnormalities in the Alarm are not remedied by the Customer promptly to the satisfaction of Alarm NZ;
- c) For failure to comply with relevant New Zealand Standards relating to Alarms; or
- d) Alarm New Zealand shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the customer if the customer fails to pay any money owing after the due date except where genuinely disputed and where notification of such has been given to Alarm NZ, or the customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.
- e) Any cancellation or suspension under clause 5 a) of this agreement shall not affect Alarm New Zealand's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the customer's obligations to Alarm New Zealand under this contract.
- f) If either party wishes to terminate the agreement that party shall give at least three months notice in writing to the other party, and the agreement shall expire at the expiration of such period. In event of failure to give such required notice the Customer agrees to pay Alarm New Zealand a sum equal to three months monitoring charge from the date of termination.
- g) The Customer's Alarm may be disconnected immediately if it is adversely affecting the use of the Monitoring System by others or the efficiency or security of the Monitoring System as a whole and the client is unwilling to get the Alarm system fixed to remedy the Fault that is occurring.
- h) The Customer acknowledges that where a Alarm is disconnected that it may be required to be certified prior to its reconnection .
- i) This agreement shall not be deemed to be terminated until the communication device connected to the Customer's alarm system ceases to communicate with Alarm New Zealand.

## 6. Protection of equipment on property

- a) The Customer shall immediately notify Alarm NZ if there is a problem with the equipment owned by Alarm NZ on the Protected Premises

## 7. Alarm Data Information

The Customer must, during any investigations by Alarm NZ, NZFS or the NZP into the cause of a false alarm, provide Alarm NZ and/or NZFS/NZP with:

- a) Access to the Protected Premises during normal working hours;
- b) Any information required by Alarm NZ or NZFS/NZP relating to the false alarm;
- c) Any assistance Alarm NZ or NZFS/NZP may require.

## 8. Customer Notification

If there is an critical event or incident of failure that is unlikely to be resolved within the service level response times indicated within section 24 Alarm NZ must notify the Customer of both a failure and resumption of service of the System by telephone to the Customer's Contact numbers or via email so a contingency action can be mutually agreed.

### Notification Order:

	Name	Position	Phone	Email
1st				
2nd				
3rd				
4th				

Note: This Order may adjusted buy the Customer at anytime.

## 9. Customer Acknowledgements

- a) The Customer acknowledges that any data collected by Alarm NZ and forwarded to the NZFS may be used by the NZFS in furtherance of the NZFS's statutory functions and no recompense shall be due or payable to the Customer. The NZFS will not divulge the identity of any individual Customer.
- b) The Customer acknowledges that the NZFS shall not be liable in law for any direct or indirect losses, damages or claims suffered by the Customer or third parties in the event of a Fire Alarm being disconnected in accordance with this Agreement, if continuous connection to the System is not provided or if the NZFS terminates the contract between the NZFS and Alarm NZ. If NZFS do terminate the contract between NZFS and Alarm NZ, Alarm NZ will notify the Customer immediately.

## 10. False Alarm Charges

- a) The Customer acknowledges that the Fire Service Act 1975 enables the NZFS to impose false alarm charges on the Customer for false alarms in accordance with a scale laid down by the NZFS Commission. Notwithstanding section 47C(4) of the Fire Service Act 1975, where the Customer is a body corporate in terms of the Unit Titles Act 1972 the Customer agrees and acknowledges that it is liable to pay any charge levied by NZFS, for attending a false fire alarm at the Protected Premises, whether or not that false alarm occurred in the common property, or any particular unit of the Protect Premises.
- b) The Customer agrees to indemnify NZFS against all costs incurred by NZFS in recovering any money the Customer owes under this agreement. This obligation will survive the termination of this Agreement.

## 11. Acceptance

- a) Any instructions received by Alarm New Zealand from the customer for the supply of goods or services shall constitute acceptance of the terms and conditions contained herein.

## 12. Collection and use of information

- a) The customer authorises Alarm New Zealand to collect, retain and use any information about the customer for the purpose of assessing the customer's credit worthiness or enforcing any rights under this contract.

## 13. Price

- a) Where no price is stated in writing or agreed to orally the goods or services shall be deemed to be sold at the current amount as such goods are sold or provided by Alarm New Zealand at the time of the contract.
- b) The Customer shall be responsible for all onsite utility charges, such as telephone and power required by or associated with the supply of goods & services by Alarm New Zealand.

## 14. Payment

- a) Unless prior arrangement has been made payment for goods or services for installation shall be made in full on the 20th day of the month following the date of the invoice ("the due date"). Payment is to be made by automatic payment or direct debit.
- b) Pay Alarm NZ fees for the monitoring services by quarterly payments in advance
- c) Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- d) The customer shall not be entitled to retain any part or any portion of the payment by way of retention unless genuinely disputed where the Customer shall be entitled to withhold payment pending discussion and prompt resolution of dispute.

## 15. Quotation

Where a quotation is given by Alarm New Zealand for goods or services:

- a) The quotation shall be valid for one month from the date of issue; and
- b) The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
- c) Where goods or services are required in addition to the quotation the customer agrees to pay for the additional cost of goods or services.

## 16. Risk

- a) The goods remain at Alarm New Zealand's risk until the delivery to the customer, but when title passes to the customer pursuant to clause 18 b) of this contract the goods are at the customer's risk whether delivery has been made or not.
- b) Delivery of goods shall be deemed complete when Alarm New Zealand gives possession of the goods to the customer or Customer receives goods from a common carrier instructed by Alarm New Zealand.

## 17. Agency

- a) The customer authorizes Alarm New Zealand to contract either as principal or agent for the provision of goods or services that are the matter of this contract only with the Customer's written consent (which shall not be unreasonably withheld).
- b) Where Alarm New Zealand enters into a contract of the type referred to in clause 17 a) it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

## 18. Title

- a) If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has made payment for all goods supplied by Alarm New Zealand.
- b) Where the customer has not paid for any goods or rental fees for Lease equipment in its possession, ownership of such goods shall remain with Alarm New Zealand and the goods shall be held by the customer as bailee; and if the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with Alarm New Zealand until the customer has made payment for all goods.

## 19. Return of Goods

- a) The customer shall be deemed to have accepted the goods supplied and services provided unless the customer notifies Alarm New Zealand otherwise within 72 hours of delivery of the goods to the customer.
- b) No goods will be accepted for return by Alarm New Zealand without prior approval.

## 20. Liability

- a) Alarm New Zealand will make every possible effort to ensure that they do not perform any negligent acts and will indemnify the customer for any direct losses incurred as a result of this. Alarm New Zealand also agrees to indemnify the Customer for any direct losses caused due to breaches of contract due to deliberate, wrongful or negligent acts by its direct paid employees
- b) Without limiting the generality of Clause 20, Alarm New Zealand shall not be liable for delays or losses caused by the action of third parties unless contracted by Alarm New Zealand, vehicle accidents or breakdowns, power failure, earth movement, faulty sensors, wiring or other occurrences outside the control of Alarm New Zealand.
- c) In addition to the provisions of Clause 20a) hereof it is understood and accepted between the parties hereto:
- d) That Alarm New Zealand is not an insurer; and that any insurance will be obtained by the Customer at their own cost.
- e) That Alarm New Zealand does not represent that the monitoring systems utilized by Alarm New Zealand may not be circumvented but all due care is taken to prevent this.

## 21. Consumer Guarantees Act

- a) The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from Alarm New Zealand for the purposes of a business in terms of section 2 and 43 of that Act.

## 22. Warranty

- a) Alarm New Zealand does not provide any warranty for the NAD installation until all signals have been tested through to the Fire Service and there are no remaining faults or installation errors with regard to the NAD (Network Access Device).
- b) New parts installed are warranted free from defective workmanship and material for a period of one year from delivery provided that such parts are correctly installed by a qualified person and subject to normal use and service however no warranty shall exceed that given by the manufacturer to the customer at the time of purchase

## 23. Service Availability & Support

ALARM New Zealand aims to provide a high level of service availability with no planned outages during business hours (8.00am – 5.30pm Monday to Friday). Most services are available after hours (outside business hours), however, only a few are supported. The services that are supported after hours are for severity 1- critical calls only (see the Priority Table in section 24 of this document). The following table outlines availability and support for each service:

Service	Business Hours		After Hours	
	Available	Supported	Available	Supported
Add/Delete/Modify Service	✓	✓	✓	X
Modify Personal Details	✓	✓	✓	✓
Emergency Service Dispatch	✓	✓	✓	✓
Functionality Test of Service	✓	✓	✓	✓
Fault Support	✓	✓	✓	X
Hardware Support	✓	✓	X	X
Software Support	✓	✓	X	X
Training	✓	✓	X	X
Internet Access	✓	✓	✓	X
Advice, Guidance & Information	✓	✓	✓	X

## 24. Service Level Response Times

This section describes the priority levels and response times for all calls logged with the ITS Service Desk.

### Priority Levels:

Priority	Definition
Severity 1 - Critical	Problem or outage affecting a large group of customers (>50), business critical functions or essential services
Severity 2 - Urgent	Customer cannot perform normal business function due to problem, or customer needs assistance to complete time sensitive task.
Severity 3 - High	Customer is significantly inconvenienced by an issue but can work around it until resolved
Severity 4 - Service Request	Customer requests a service.

### Resolution Time:

Resolution time is the time taken from logging a call in the Action request tracking system, to the restoration of the service.

Note: Where the resolution is dependent on the services of an external provider, the request may be given a status of "On Hold" for a reasonable period of time Alarm New Zealand will ensure that resolution by an external provider is not unreasonably delayed, but cannot guarantee the timeliness of the external provider's response. Alarm New Zealand will ensure updates are received from the external provider and will communicate these to the customer as requested.



# Conditions of Service Agreement

## Service Levels:

**Business Hours** - Alarm New Zealand attempts to achieve the following service levels

Measure	Critical	Urgent	High	Service Request
Resolution Time	2 hours	4 hours	24 Hours	3 Days
Percentage Met	90%	90%	90%	90%

**After Hours** - Alarm New Zealand attempts to achieve the following service levels

Measure	Critical	Urgent	High	Service Request
Response Time	1 hour	2 hours	4 Hours	3 Days
Percentage Met	90%	90%	90%	90%

## 25. Reporting Requirements

The following sections outline the reporting provided as part of customer specific service level agreements. Reports can be provided online for download from the ALARM New Zealand web site at any time. Please note charges may apply.

Performance Measure	Reporting Requirement
Device Management	Lists of all Device events by Customer
Incident Management	Lists of Priority events by Customer
Service Requests	List of all Actions Requested by Customer
Response Policies	List of all Response Plans Required by Customer

Note: A detailed service policy guide is required to be provided by the customer to ensure the response plans are matched with their specific needs. If this is not provided the default Alarm New Zealand response plans will be used.

## 26. Miscellaneous

- a) The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Alarm New Zealand unless required to by Government or Legislation.
- b) Alarm New Zealand shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- c) Failure by Alarm New Zealand to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Alarm New Zealand has under this contract.
- d) The law of New Zealand shall apply to this contract except to the extent expressly negated or varied by this contract.
- e) Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.
- f) If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- g) Any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996.

# Conditions of Service Agreement



- h) The Customer shall notify Alarm New Zealand of any proposed structural alteration to the premises. Any alteration to Alarm New Zealand's monitoring equipment which may thereby become necessary shall be carried out at the expense of the Customer.
- i) Alarm New Zealand reserves the right to suspend the monitoring service of an alarm system or a zone which is activating falsely where the Customer has been notified by Alarm New Zealand of the fault but has not remedied the problem within seven days of notification. Alarm New Zealand will reinstate the monitoring service when notified by the Customer that the fault has been repaired.
- j) In every respect, in the discharge of the services described herein, Alarm New Zealand is vested with the full authority of the Customer or persons in lawful occupation of the premises.

## 27. Acceptance

Once this document or an another Alarm New Zealand contract of service has been signed or the customer begins to pay Alarm New Zealand for the service, the terms and conditions contained within this document are deemed to be fully in force. Unless the Customer advises otherwise at the time of each connection Alarm New Zealand are authorised to notify existing electronic alarm service providers on the Customers behalf that their services are to conform to Customer's or the Alarm New Zealand default policy guide.

Signed on behalf of:

Alarm New Zealand Ltd

Customer Name

.....

.....

PRINT NAME

.....

.....

DESIGNATION

.....

.....

DATE

.....

.....