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Certain words are used with the specific meanings set out on page 24 and in [the General Terms of our Customer Terms](#).

1 About the Telstra Monitoring Service section

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. The BP alarm and BP link devices rely on the 3G (850MHz) service and will no longer have mobile connectivity from this date (unless you subsequently upgrade them). This will impact their functionality, and by proceeding, you acknowledge and accept this impact. For further information please visit: tel.st/3g

Our Customer Terms

- 1.1 This is the Telstra Monitoring Service section of Our Customer Terms.
- 1.2 The [General Terms of Our Customer Terms](#) apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra Monitoring Service section, then the Telstra Monitoring Service section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Monitoring Service section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 About the Telstra Monitoring Service

What is the Telstra Monitoring Service?

- 2.1 The Telstra Monitoring Service is a back to base alarm monitoring service. It provides you with:
 - (a) connectivity between a single alarm panel at your Premises, and our security monitoring centre; and
 - (b) the option to receive varying security responses if a relevant alarm trigger event occurs.
- 2.2 Depending on the package you choose, the Telstra Monitoring Service may use one or more of a PSTN, fixed line broadband or mobile data network connection to transmit alarm information between your Premises and our monitoring centre.

Eligibility

- 2.3 Telstra Secure is not available to Telstra Wholesale customers or for resale.
- 2.4 To be eligible for the Telstra Monitoring Service, you must separately have and maintain at your own cost:
- (a) a compatible security alarm panel;
 - (b) an appropriate connecting carriage service, that you acquire from us; and
 - (c) for the 'IP' packages, a Telstra Secure IP device, that you acquire from us.
- 2.5 If during installation we determine that you do not have one of these requisite inputs, we will tell you and if possible, offer to supply them to you (at additional cost). We may cancel your installation and elect not to provision your Telstra Monitoring Service if you do not have or maintain the necessary inputs.

Availability

- 2.6 The Telstra Monitoring Service packages may not be available in all locations. We will let you know at the time of installation if the necessary carriage services are not available at your location.
- 2.7 The Telstra Monitoring Service can be used with most security systems. We will tell you if your security systems are not compatible with the Telstra Monitoring Service, but it is your responsibility to make sure that your security systems operate effectively with the Telstra Monitoring Service.
- 2.8 You must ensure that the Telstra Monitoring Service, when combined with your security systems, will meet your needs.

Using the Telstra Monitoring Service

- 2.9 You must only allow the Telstra Monitoring Service (and any part of it) to be used:
- (a) in connection with the remote security monitoring services of the Premises; and
 - (b) in accordance with our directions.
- 2.10 You must not use the Telstra Monitoring Service (or any part of it) for:
- (a) voice services; or
 - (b) transmission of any data other than security monitoring data.

3 Components of the Telstra Monitoring Service

3.1 The Telstra Monitoring Service comprises some or all of the following components:

- (a) Standard Installation;
- (b) for certain bundles and at additional cost, a Telstra Secure IP Device, to be connected to the alarm panel to transmit and receive signals to and from the monitoring centre;
- (c) monitoring of one nominated area at your Premises; and
- (d) specified alarm responses, as agreed with you,

as set out in section 4 below, and in your application form or separate agreement with us.

3.2 For additional cost, you can choose:

- (a) patrol call-outs;
- (b) maintenance services; and
- (c) monitoring of additional areas at your Premises.

3.3 More detail about each of these features is set out in sections 8 to 10 below.

4 Bundles

4.1 The Telstra Monitoring Service is available in Home Protect packages and Business Protect packages.

4.2 Home Protect packages are no longer available for new customers.

4.3 You can only acquire a Business Protect package if you are a business customer with a valid ABN, and use the Business Protect package in relation to a business premises (as determined by us in our reasonable discretion).

Home Protect packages

We will no longer provide Home Protect from 11 November 2021.

4.4 The Home Protect packages, and their standard inclusions, are set out in the following table

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Package name	Monitoring Connectivity	Areas	Polling Frequency	Telstra Secure Device Required	Contract term options
Home Protect Fixed Line	Monitoring over PSTN network	1	Once per week	No	Month to month 24 months 36 months
Home Protect IP	Monitoring over Telstra's mobile data network	1	Once every 12 hours	Yes – Telstra Secure IP Device	Month to month 24 months 36 months

Business Protect packages

4.5 The Business Protect packages, and their standard inclusions, are set out in the following table (please note: we will no longer offer Business Protect month to month plans to new customers from 30 June 2017):

Package name	Monitoring Connectivity	Areas	Polling Frequency	Telstra Secure Device Required	Contract term options
Business Protect Essential Fixed Line	Monitoring over PSTN network	1	Once per day Unsupervised open/close	No	Month to month 24 months 36 months
Business Protect Enhanced	Monitoring over PSTN network	1	Once per day Supervised	No	Month to month

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Package name	Monitoring Connectivity	Areas	Polling Frequency	Telstra Secure Device Required	Contract term options
Fixed Line			open/close		24 months 36 months
Business Protect Essential IP	Monitoring over Telstra's mobile data network	1	Once every 60 minutes Unsupervised open/close	Yes – Telstra Secure IP Device	Month to month 24 months 36 months
Business Protect Enhanced IP	Monitoring over Telstra's mobile data network	1	Once every 60 minutes Supervised open/close	Yes – Telstra Secure IP Device	Month to month 24 months 36 months
Business Protect Essential Dual Path IP	Monitoring over a fixed broadband service and Telstra's mobile data network	1	Once every 60 minutes Supervised open/close	Yes – Telstra Secure IP Device	24 months 36 months
Business Protect Enhanced Dual Path IP	Monitoring over a fixed broadband service and Telstra's mobile data network	1	Once every 60 minutes Supervised open/close	Yes – Telstra Secure IP Device	24 months 36 months

Further detail regarding Business Protect packages

- 4.6 In relation to polling, the Essential packages have unsupervised polling, which means that the Telstra Monitoring Service does not notify you if your alarm is armed or disarmed at any time. By contrast, Enhanced packages have supervised polling, which means that we will attempt to notify one of your nominated contacts if your alarm is armed or disarmed outside the operating hours you have notified to us.

You have to buy a Telstra Secure device from us for some packages

- 4.7 If you take a Business Protect Essential IP, Business Protect Enhanced IP, Business Protect Essential Dual Path IP or Business Protect Enhanced Dual Path IP package, you must acquire from us a Telstra Secure IP Device, otherwise we cannot supply your chosen package.
- 4.8 You cannot bring your own devices or third party devices in place of the Telstra Secure devices.
- 4.9 You can buy the Telstra Secure IP devices outright, or on a repayment plan. The repayment plan must be no longer than the minimum term of your package. You are not allowed a repayment plan on the month to month packages. You are only allowed one device repayment arrangement per package.

5 Service Assurance

Service Assurance packages

- 5.1 When you take up a 24-month or 36-month Business Protect package, you may also subscribe to a Business Protect Service Assurance service.
- 5.2 The term of your Business Protect Service Assurance service must be the same as the term of your Business Protect package.
- 5.3 The Business Protect Service Assurance packages you can choose from, and their standard inclusions, are set out in the following table:

Package name	Number of Zones	Inclusions	Contract term options
Business Protect Service Assurance - Classic	≤8 Zones OR 9-16 Zones	<ul style="list-style-type: none"> Annual Intruder Alarm System & Access Control service (described below – 1 visit per year) 1 standard alarm panel replacement battery provided on our first visit at no additional cost to you 	24 months or 36 months
Business Protect Service Assurance - Premium	≤8 Zones OR 9-16 Zones	<ul style="list-style-type: none"> Annual Intruder Alarm System & Access Control service (described below – 1 visit per year) Annual CCTV routine service (4 cameras or 8 cameras) (described below – 1 visit per year) 1 standard alarm panel replacement battery 	24 months or 36 months

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		provided on our first visit at no additional cost to you	
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Details of your Business Protect Service Assurance service inclusions

- 5.4 Depending on the inclusions of the Business Protect Service Assurance package you have chosen, we will attend your premises to provide the following services once per year:

Annual Intruder Alarm System & Access Control service

Examination, clean and test of control equipment:

- Control Panel
- Code Pad
- System computers or printer equipment
- Data gathering systems
- Perform minor changes as approved by client

Confirmation of correct receipt of all alarm signals:

- Testing of alarm signals back to monitoring centre
- Walk test of alarm signals

Power supplies & Batteries:

- Disconnect the mains supply from all control equipment and measure the performance of the standby batteries under a full load
- Confirm that the control panel(s) or power supply charging output is correct and output is correct
- Inspection of all visible wiring and conduits
- Battery replacement if required – to be charged separately if not included in service agreement

Detection, Alarm and Warning Devices:

- Examine, clean and test all peripheral alarm and warning devices including; DOTL devices (when installed)
- Confirm the correct function of each item of alarm equipment by performing a break / seal test for each item of equipment. This test is to include the transmission of alarm signals to the Security Monitoring Centre
- Ensure correct functioning of each item

Additional services:

- Update any client details held by monitoring centre
- Update any on-site system details and perform system backup where applicable
- Replace incorrect or out of date panel stickers, warning stickers or warning signs (Annually)
- Complete a customer asset test report detailing works performed and provide a copy to the customer

Any works requiring additional labour or material costs will be identified to the client and a direction sought as to how to proceed.

Annual CCTV routine service (4 Cameras or 8 Cameras)

Examination, clean and test:

- All CCTV equipment including, cameras, monitors, recording & control equipment and video system power supplies & batteries

Confirm the correct functioning and make any minor adjustments necessary to ensure optimum performance of:

- Cameras
- Video monitors
- Video recording equipment including date/time and alarm input activation
- Video Control Equipment
- Video System Power Supplies & Batteries
- All connections and terminations

Additional services:

- Update any available free manufacturer software updates, when necessary
- Complete a customer asset test report detailing works performed and provide a copy to the customer
- Any works requiring additional labour or material costs will be identified to the client and a direction sought on to how to proceed

6 Installation

- 6.1 The purpose of installation is to connect your existing alarm panel to our monitoring service.
- 6.2 'Standard Installation' is included in all packages (although a fee applies for installation for Fixed Line packages), provided that your alarm is easily accessible (for instance, being located on a roof or multi-distribution board) and your premises has reasonable 3G coverage (or the signal can be improved with a booster or antenna, available at extra cost).
- 6.3 Any additional installation services outside Standard Installation (including if your premises do not satisfy the requirements identified in section 6.2) will be charged as professional services, at the rates set out in section 12.9.
- 6.4 Standard Installation includes the following activities, up to a maximum of 2 hours labour:
- (a) inspect and walk test your existing alarm panel and sensors;
 - (b) advise you on any pre-existing technical issues (such as non-responding sensors and low battery levels);
 - (c) install and activate the Telstra Monitoring Service (including installation of Telstra Secure device if relevant);

- (d) connecting your alarm panel to the Telstra Secure device communicate with our monitoring centre; and
 - (e) test reliable connectivity between your alarm panel and our monitoring centre (including to determine whether the signal strength is sufficient to support a wireless connection).
- 6.5 If your alarm panel is not compatible with the Telstra Monitoring Service, or is locked to a non-Telstra network, or the installation requires additional equipment, repair or you make other requests, we will give you a quote for the additional material, equipment and labour costs, and only proceed if you agree to those additional costs.

Access to your premises

- 6.6 You permit us or our subcontractors to enter your Premises (and any other reasonably necessary locations) on reasonable notice to inspect, maintain, repair, replace or remove the Telstra Secure devices or any other relevant equipment (including, without limitation, providing safe and reasonable access, working space and facilities - including heat, light, ventilation, electric current and outlets and local telephone extension), and reasonable access to your network and systems and personnel as required to carry out the inspection, maintenance, repair, replacement or removal.
- 6.7 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.

7 Monitoring

- 7.1 Once your Telstra Monitoring Service is operational, we will monitor the alarm panel at your Premises from our monitoring centre.
- 7.2 Monitoring consists of the following:
- (a) polling or performing periodical checks on the communication of the alarm panel to our monitoring centre:
 - (i) checking its availability; and
 - (ii) checking for tampering;
 - (b) monitoring alarm events (as agreed with you):
 - (i) checking if alarm is triggered;
 - (ii) problem with alarm (all plans); and

- (iii) for Business Protect enhanced packages only, checking if the alarm is armed or disarmed outside your notified business hours.

7.3 Default Polling levels are set in the table in sections 4.4 and 4.5 above. We can change your polling frequency on request, at no additional cost.

Reporting

7.4 You can ask us to provide fortnightly or monthly reporting. If we agree, you must pay the applicable charges as set out in section 12.12.

8 Alarm Response

Alarm Response Process

8.1 Alarms can be triggered when one the following events taken place:

- (a) power outage;
- (b) device unavailable;
- (c) device tampered;
- (d) alerts/intrusion;
- (e) fire; or
- (f) medical alert,

provided that in relation to fire and medical alert triggers, your alarm system must already be connected to your smoke detector or medical assist devices before the Home Protect or Business Protect package commences. We do not carry out these connections as part of the Home Protect or Business Protect packages.

8.2 When we receive a notification that your alarm has been triggered, we will interrogate the event raised, contact you (as set out in the contact list you provide us) and seeking your permission to send a patrol car, fire brigade, police or ambulance.

8.3 You may also provide us with instructions in advance to dispatch a patrol car, fire brigade, police or ambulance without first seeking permission, in which case we will do those things automatically as required. The alarm response procedure is defined by you in the Monitoring Centre Response Information Form, which you have to complete and provide to us as part of the installation process.

8.4 Any fire brigade or ambulance attendance cost will be charged to you separately by the fire department or hospital.

- 8.5 If you ask us to send a patrol car to inspect your Premises, we will and will subsequently report the results of such inspection to you or your After Hours Contact. Our usual patrol response charges apply.
- 8.6 If our inspection reveals that a break and / or enter has occurred, you can ask us to:
- (a) service your security system (at our usual call out charges); or
 - (b) where we cannot immediately repair the security system, provide a patrol officer to patrol your Premises (at our usual call out charges).
- 8.7 You acknowledge that the availability of our patrol officers varies from area to area. Normally, there are patrol officers on duty daily between 6.00pm and 6.00am. Our officers are also on duty during daylight hours on Saturday, Sunday and Public Holidays, but due to shift changes, we cannot guarantee that we will have patrol officers available to send during daylight hours and so some delays may occur.

9 Maintenance

- 9.1 You can ask us to perform maintenance services as part of your Telstra Monitoring Service.
- 9.2 We are not required to provide these services, but if we do, we will provide services and materials as may be reasonably necessary to maintain your security system, during our usual business hours.
- 9.3 For any parts or equipment, we will get your consent to the price of any item before supplying it. For labour, we charge additional rates as set out below in section 12.9.

10 Additional Areas

Additional Areas

- 10.1 The standard inclusion in our packages is monitoring of one area. You can ask us to monitor additional areas, either 1-3, or 4 or more. The pricing for this additional monitoring is set out below in section 12.8.
- 10.2 You will have the opportunity to define access hours and staff names for each of the additional areas.
- 10.3 Arming or disarming an alarm in these areas by a person or outside the predefined schedule will send an event to our monitoring centre staff, displaying details of the person that armed/disarmed the alarm and if the person had the correct permissions. We will contact you in accordance with the agreed alarm response contact list to validate the arming/disarming event and decide on the appropriate response.

- 10.4 If any re-programming is required as a result of your request for additional areas or identifying particular access hours and staff for additional areas, additional charges may apply. We will advise you at the time if this applies to your request.

11 Your responsibilities

- 11.1 You are responsible for the following activities. If you do not carry out these activities, we may be unable to perform the services and we may incur additional costs. You must reimburse us for any reasonable additional costs we incur (including labour charges at our then-current rates), and accept that we are excused from performing the Services where caused or contributed to by you.

Installation

- 11.2 Before installation, you are responsible for making ready the Premises to connect to the monitoring service, including by providing any installation facilities we recommend.
- 11.3 You must obtain all necessary consents (if any) from the owners of, or other parties with an interest in, the Premises to enable such work to be carried out.

Contacts

- 11.4 Before the commencement of the monitoring activities, you have to advise us of:
- (a) the monitoring response procedures you would like us to follow (by filling out the Monitoring Centre Response Information Form);
 - (b) the name, address and telephone number of the After Hours Contacts; and
 - (c) your preferred order in which we will contact the After Hours Contacts, which we will use reasonable endeavours to follow.
- 11.5 We will attempt to obtain these details from you as part of the installation date confirmation process.
- 11.6 If your preferred monitoring response procedure or After Hours Contacts ever change, you have to tell us as soon as possible, otherwise we may not be able to follow your preferred procedure or contact the correct people.

General responsibilities

- 11.7 You are responsible for:
- (a) properly and effectively turning your security system on and off;
 - (b) walk-testing all alarm points;

- (c) performing any other testing procedures we tell you to in writing from time to time to ensure that the Security System is operating satisfactorily;
 - (d) ensuring that faulty alarms are not left isolated and are corrected as soon as possible;
 - (e) ensuring that the security system is put in the 'Night Condition' or 'armed' or 'on' whenever the Premises are to be unattended; and
 - (f) arranging for the security system key (where applicable) to be kept in a secure place and notify us as soon as possible if it is lost or misplaced.
- 11.8 You are responsible for any damage to or destruction of your security system, including the cost of repairs caused by or resulting from any act of you, your agents, employees or any other person (except our agents or employees).
- 11.9 You must not permit any persons other than us to replace any parts, carry out maintenance on, or make adjustments or repairs to, your security system.

12 Fees and charges

- 12.1 You agree to pay all the applicable fees and charges incurred in respect of your Telstra Monitoring Service.

Home Protect

- 12.2 The following charges apply to all Home Protect packages:

Package		Installation fee (incl GST)	Monthly charge (incl GST)	Device Repayment (incl GST)
Home Protect Fixed Line	Month to month	\$50	\$30	n/a
	24 month	\$50	\$20	n/a
	36 month	\$50	\$20	n/a
Home Protect IP	Month to month	Included	\$30	\$408 outright
	24 month	Included	\$20	\$408 outright or \$17 / month

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Package		Installation fee (incl GST)	Monthly charge (incl GST)	Device Repayment (incl GST)
	36 month	Included	\$20	\$408 outright or \$11 / month

Business Protect

- 12.3 The following charges apply to all Business Protect packages (please note: we will no longer offer Business Protect month to month plans to new customers from 30 June 2017):

Package		Installation fee (incl GST)	Monthly charge (incl GST)	Device Repayment (incl GST)
Business Protect Essential Fixed Line	Month to month	\$50	\$35	n/a
	24 month	\$50	\$25	n/a
	36 month	\$50	\$25	n/a
Business Protect Enhanced Fixed Line	Month to month	\$50	\$43	n/a
	24 month	\$50	\$33	n/a
	36 month	\$50	\$33	n/a
Business Protect Essential IP	Month to month	Included	\$35	\$408 outright
	24 month	Included	\$25	\$408 outright or \$17 / month
	36 month	Included	\$25	\$408 outright or

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Package		Installation fee (incl GST)	Monthly charge (incl GST)	Device Repayment (incl GST)
				\$11 / month
Business Protect Enhanced IP	Month to month	Included	\$43	\$408 outright
	24 month	Included	\$33	\$408 outright or \$17 / month
	36 month	Included	\$33	\$408 outright or \$11 / month
Business Protect Essential Dual Path IP	24 month	Included	\$25	\$408 outright or \$17 / month
	36 month	Included	\$25	\$408 outright or \$11 / month
Business Protect Enhanced Dual Path IP	24 month	Included	\$33	\$408 outright or \$17 / month
	36 month	Included	\$33	\$408 outright or \$11 / month

12.4 In addition, you must also pay the following charges if you use the relevant services as part of your Telstra Monitoring Service.

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Installation fee

- 12.5 The Installation Fee set out above covers Standard Installation. Additional services beyond the Standard Installation, such as extra cabling, additional hardware and any activities beyond the standard 2 hours of labour will be charged separately on a time and materials basis (as set out in section 12.9). The technician will seek your permission before proceeding with the additional services.

Business Protect Service Assurance

- 12.6 The following charges apply to the optional Business Protect Service Assurance packages:

Package	Zones	Monthly charge (incl GST)
Business Protect Service Assurance - Classic	≤8	\$14
	9 – 16	\$21
Business Protect Service Assurance - Premium	≤8	\$22 (4 Cameras) or \$28 (8 Cameras)
	9 – 16	\$29 (4 Cameras) or \$35 (8 Cameras)

Call out charges

- 12.7 If we are required to dispatch a patrol car as part of the alarm response, you must pay the following charges:
- (a) \$75 for the first 20 minutes; and
 - (b) \$15 for every subsequent 15 minutes.

Additional areas for monitoring

- 12.8 If you ask us to monitor additional areas as part of the monitoring, you must pay the following charges:
- (a) 1 to 3 additional areas – \$6.50 per month; and

- (b) 4 or more additional areas - \$10 per month.

Maintenance

- 12.9 If you ask us to perform maintenance services, you must pay the following charges:

- (a) \$140 for the first 30 minutes; and
- (b) \$35 for every subsequent 15 minutes,

as well as the price we quote at the time for any hardware or equipment supplied as part of the maintenance services. For clarity, non-warranty faults are included as part of the maintenance services, but faults within the hardware warranty described below are not charged as a maintenance service.

Telstra Secure Device repayments

- 12.10 If you choose to take a Telstra Secure device on a hardware repayment option, you must pay the monthly device repayment instalments as set out in sections 12.2 (for Home Protect) and 12.3 (for Business Protect) for the full term of your selected package.

Non-payment

- 12.11 If you do not make the payments required, we may suspend or cancel your service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).

Reports

- 12.12 We will quote you the price for that reporting at the time of your request.

13 Term and termination

Term

- 13.1 You have to take the Telstra Monitoring Service for the full term of your selected package (either one month (if available), 24 months or 36 months, as relevant).

Cancellation

- 13.2 Without limiting any of our rights, we may immediately cancel your Telstra Monitoring Service (or any part of it) if:
- (a) we are unable to enter the premises to inspect, repair or maintain a facility;
or
 - (b) you fail to rectify any defect or inadequacy in a facility not owned or maintained by us after being requested to do so by us.

13.3 If we are unable to supply your Telstra Monitoring Service due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your Telstra Monitoring Service (or any part of it). We will give you as much notice as possible in the circumstances.

13.4 If you have taken up a hardware repayment option and your service is cancelled at any time before the end of your selected term (other than for our material breach), you'll need to pay us an amount calculated as:

*Monthly hardware repayment X number of months (or part thereof)
remaining in your hardware repayment term*

13.5 For clarity, you may need to acquire a different Telstra Secure device if you upgrade or downgrade to a different package, and if so, your current hardware repayment arrangement will be terminated and so you must pay any early termination charges on that existing Telstra Secure device. You may also need to buy a different Telstra Secure device to be eligible for your new package.

14 Telstra Secure Devices

14.1 If part of your package, the Telstra Secure Devices replace the usual PSTN line for monitoring alarm panels. They are comprised of a terminating device connected to the alarm panel and access to a secure Telstra VPN to transmit signals between the alarm panel and the monitoring centre.

14.2 The Telstra Secure IP device transmits data over Telstra's NextG mobile data network.

14.3 You must buy the appropriate Telstra Secure device if it is required for the package you select.

14.4 Telstra Secure devices must be supplied to you by us. You cannot use any other supplier or terminating units or routers.

14.5 The Telstra Secure devices may not operate successfully in temperature conditions less than zero degree and greater than 65 degrees centigrade.

Title in the Telstra Secure Devices

14.6 Risk in the Telstra Secure devices (and any other equipment we supply to you as part of the Telstra Monitoring Service) passes to you when we deliver the Telstra Secure devices (or other equipment) to you. Title passes when you have paid for the Telstra Secure devices (or other equipment, as the case may be) in full.

Warranty

14.7 The following sections do not affect your statutory rights. Please see the Our Customer Terms website for an important notice regarding your statutory rights.

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- 14.8 Each Telstra Secure device is covered by a 24 month voluntary warranty from the day we deliver it to you. We will repair or replace any supplied equipment that has faults that you tell us about during this 24 month period at our cost, if you provide the supplied equipment to us with your proof of purchase (the “**voluntary warranty**”).
- 14.9 The voluntary warranty does not apply in relation to defects caused by:
- (a) acts beyond our control (such as lightning strikes);
 - (b) power surges;
 - (c) vandalism or other deliberate or negligent damage; or
 - (d) any failure to follow our reasonable directions.
- 14.10 The voluntary warranty only applies if:
- (a) the Telstra Secure device is installed by us, and maintained and supported in accordance with our reasonable directions;
 - (b) you provide proper accommodation for the Telstra Secure device;
 - (c) you comply with our reasonable directions from time to time regarding the location of the Telstra Secure device and the environment in which it is housed;
 - (d) you do not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the Telstra Secure device except in accordance with our directions; or
 - (e) you do not remove, cover, alter or otherwise tamper with any labels affixed to the Telstra Secure device for the purpose of identifying the Telstra Secure device, warranty, service coverage or other service description relevant to this Telstra Monitoring Services section.
- 14.11 If the voluntary warranty does not apply and you ask us to fix any fault with the Telstra Secure device or any other equipment, we will charge you on a fee-for-service basis unless we are required under consumer protection laws to fix the fault at our cost.
- 14.12 If we provide you with other equipment during our provision of the Telstra Monitoring Service, we do not provide any voluntary warranty in relation to that equipment, but we will use reasonable endeavours to procure for you the benefit of any voluntary warranty provided by the manufacturer of that equipment.

15 Liability

- 15.1 You acknowledge and agree that we are not an insurer and we do not carry any insurance in respect of property stored or located at your premises.
- 15.2 To the extent permitted by law and subject to section 15.4, we are not liable for loss or damage due directly or indirectly to any occurrence omission (or the consequences of any occurrence or omission) which the Telstra Monitoring Service may be designed to detect or avert.
- 15.3 Despite the foregoing, if we are held liable for loss or damage for any reason (including our negligence), to the extent permitted by law and subject to section 15.4, our liability is limited to a sum equal to the monthly charges (excluding installation or hardware repayments) paid by you in respect of the relevant Premises in the six months preceding the relevant event giving rise to the liability.
- 15.4 If the Competition and Consumer Act 2010 (Cth) or similar law implies or imposes a warranty, condition or guarantee in relation to the Telstra Monitoring Service and our liability in relation to that warranty, condition or guarantee cannot be excluded but can be limited, sections 15.2 and 15.3 do not apply to that liability, and instead we limit our liability at our option to the resupply of the relevant good or service, repair or replacement of the relevant good or service, or payment of the cost of the resupply or the good or service, to the extent it is reasonable for us to do so.

16 Notice of subcontracting arrangements and licensing matters

- 16.1 We disclose, in accordance with relevant legislation (including without limitation section 38A of the Security Industry Act 1997 (NSW)), that we use subcontractors to supply elements of the Telstra Monitoring Service. In particular:
- (a) security monitoring and security patrol officers are supplied to us by Telstra SNP Monitoring Pty Ltd (of whom they are employees); and
 - (b) Telstra SNP Monitoring Pty Ltd holds the following licences:
 - (i) NSW - Master Licence – 000101018;
 - (ii) ACT – Security Master Licence – 17502283;
 - (iii) VIC – Private Security Registration - 87479810S;
 - (iv) VIC – Private Security Business Licence - 87479831S;
 - (v) TAS – Security Agents Licence – 20607;
 - (vi) SA – Security Agents Licence – 262413;

- (vii) WA – Agent Licence - SA49240; and
- (viii) QLD – Security Firm Licence – 3709952; and
- (ix) NT - Security Firm Licence – 348.

16.2 We also hold the following security licences:

- (a) NSW – Master Licence – 408064817;
- (b) QLD – Security Firm Licence – 3926974;
- (c) ACT - Private Security Registration – 17502335
- (d) VIC – Private Security Business Licence – 653-608-61S;
- (e) VIC – Private Security Registration - 653-608-40S;
- (f) WA – Agent Licence – SA51399
- (g) NT – Security Firm Licence – 347; and

17 SA – Security Agents Licence - ISL267566

Service targets

- 17.1 We do not provide an end-to-end service level guarantee for the Home Protect or Business Protect packages.
- 17.2 However, the carriage components of the Home Protect and Business Protect packages may be subject to discrete service targets. Where those elements apply, we will try, but do not guarantee to meet those service targets.
- 17.3 For the carriage component of the Fixed Line packages (whether Home Protect or Business Protect):
- (a) the class of service is the data transfer class of service applicable to IP WAN (a full description of the data transfer class of service and the terms and conditions relating to that class of service is set out in the [IP Solutions section of Our Customer Terms](#) found at: <https://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions>); and
 - (b) the standard service assurance level is Business Plus (a full description is set out in Part D of the IP Solutions section of Our Customer Terms, found at <https://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions>).

- 17.4 There is no service assurance level for the carriage component of the IP packages (whether Home Protect or Business Protect).
- 17.5 In connection with the alarm response component of the Home Protect and Business Protect packages, we will aim, but do not guarantee, to meet the service targets set out by ASIAL from time to time.

18 Special meanings

The following words have the following special meanings:

Business Day means a day which is not a weekend or official public holiday in your State or Territory.

Premises means the premises to which the Telstra Monitoring Service relates, as nominated by you as part of your application process.

Standard Installation means the fixed-scope installation services included in the Telstra Monitoring Services, as further described in section 6.4.