

## SALE TERMS & CONDITIONS

DATE UPDATED & EFFECTIVE FROM – 24/06/2023

Note: The Conditions of this agreement may change without given notice. By purchasing Equipment from Building Site CCTV you agree to accept the following Sale Terms and Conditions in their entirety.

Definitions:

Building Site CCTV Pty Ltd – Will be referred to as 'Building Site CCTV' throughout this contract.

Customer – Refers to the person, firm, organization, partnership, corporation, trust, or any other entity hiring equipment from Building Site CCTV.

Equipment – Means any/or all equipment, including Security Cameras, Mobile CCTV Towers, fixed poles, solar panels, batteries, and any associated parts that form part of the purchased equipment.

### 1. General

(a) These Trading Terms apply to:

1. The establishment, operation and use of the account of the customer with Building Site CCTV
2. All transactions effected by the customer with Building Site CCTV for the supply of goods or services on its account or on a cash basis unless otherwise expressly agreed in relation to any particular supply of goods; and
3. The exclusion of all others including any terms and conditions of the customer.

(b) These trading terms shall apply as if incorporated into each order placed by the customer with Building Site CCTV.

(c) These trading terms may be varied only with the written agreement by Building Site CCTV.

### 2. Acceptance and Commencement of Contract

The customer may place and Building Site CCTV may accept orders for the supply of goods upon these trading terms by:

- (a) Communication in writing (including by e-mail); or
- (b) By any other means that the parties agree to including telephone.

### 3. Payment

(a) The Customer must pay Building Site CCTV for goods or services supplied by Building Site CCTV as per the terms on the Tax Invoice.

- (b)** If the customer does not make payment as required by paragraph (a), the customer must pay by way of liquidated damages for breach of contract, a default charge in relation to the unpaid amount as calculated by applying an interest rate of 1.5% per month until all sums owed to the Building Site CCTV under these trading terms
- (c)** When payment is to be made by cash the amount owing is due and payable immediately
- (d)** Building Site CCTV can request payment to be made up front or a deposit to be paid before product is supplied at their discretion.

#### **4. Enforcement Expenses**

If the customer fails to pay any amounts when due, then in addition to any other amount payable under these trading terms, the customer must pay to Building Site CCTV upon demand any costs incurred in connection with enforcement of any of Building Site CCTV rights in connection with the supply of goods on these trading terms including without limitation:

- (a)** Any legal costs incurred by Building Site CCTV
- (b)** Any agent fees incurred by Building Site CCTV in recovering or attempting to recover any amount payable by the customer under these trading terms
- (c)** Any dishonour or bank fees incurred by Building Site CCTV in connection with payments or remittances that are made or which should have been made by the customer.

#### **5. Cancellation of Orders**

The customer may not cancel any order that it places for supply of goods after that order is accepted by Building Site CCTV unless Building Site CCTV gives its consent in writing. Building Site CCTV may give or withhold its consent in its absolute discretion. Building Site CCTV may give its consent subject to conditions that may include payment of money to Building Site CCTV.

#### **6. Claims and Returns**

- (a)** A customer will be taken to have accepted equipment received by it as being in accordance with its order unless it notifies Building Site CCTV in writing of its claim within 7 days from the date of receipt of the equipment.
- (b)** No return of equipment that are allegedly defective or faulty will be accepted by Building Site CCTV unless either:
  1. The customer is a consumer in relation to the equipment and is entitled to return them because consumer guarantee applies
  2. Building Site CCTV has given prior written authorisation for the return of goods.

- (c)** If Building Site CCTV consents for the return of any equipment, the customer must
1. Provide Building Site CCTV with a written statement setting out the reasons for returning equipment
  2. Give Building Site CCTV details of the original invoice number and the date of delivery of the equipment
  3. Return the equipment in their original condition as at the time of the sale

## **7. Retention of Title Arrangements**

- (a)** Property in and title to any equipment remains with Building Site CCTV until the customer has paid in full (and in cleared funds) all amounts owing by the customer to Building Site CCTV in connection with the equipment.
- (b)** Despite paragraph 7(a), risk in the goods passes to the customer upon delivery

## **8. Site Cameras**

- (a)** Building Site CCTV may supply the customer with data and support services on a month-to-month basis at additional cost to the customer
- (b)** If the customer fails to pay for any equipment or services supplied by Building Site CCTV when due, Building Site CCTV reserves the right at their discretion, to disable some or all of the camera system functionality until payment is made in full.
- (c)** The customer is liable for all costs, expenses, damages or loss (including consequential loss) whether caused by the customer or any third party arising directly or indirectly out of use of the Equipment. The customer cannot recover from Building Site CCTV compensation for any costs, expenses, damages or loss (including consequential loss) arising in respect of this contract or the use of the equipment.
- (d)** Building Site CCTV may, but is not obliged to, store, hold or archive footage and data collected by the Building Site CCTV Equipment. Building Site CCTV may permanently delete any archived data at any time at its sole discretion. Building Site CCTV does not guarantee that any data will be stored, held or archived such that a customer may access it.
- (e)** Building Site CCTV will not be liable if any of the equipment or functionality stops working for any reason at any time. The customer cannot recover from Building Site CCTV compensation for any costs, expenses, damages or loss (including consequential loss) arising in respect of the equipment or functionality not working for any reason at any time
- (f)** Data plans are provided by third party telecommunication providers and Building Site CCTV does not guarantee the network connectivity of any such telecommunications providers and will not be liable for any act or omissions on the part of the telecommunications provider.

## **9. Personal Property Securities Act arrangements**

**(a)** Acknowledgement of security agreement and security interest the customer acknowledges and agrees that:

1. The trading terms are a security agreement for the purpose of the PPSA;
2. Building Site CCTV has a security interest in the equipment and in any present or after acquired property that represents proceeds of the equipment
3. The security interest secures all amounts owing by the customer to Building Site CCTV in connection with relevant equipment under these trading terms.

## **10. Customer Obligations**

- (a)** The Customer understands that Building Site CCTV Security Cameras are for verification of trespass or break in only. Cameras may not record suitable images for identification of persons and/or vehicles or vehicle registration. Video Images are recorded on site and can be recalled remotely via a smart phone app. Building Site CCTV does not / cannot retrieve video footage. No Footage is stored by Building Site CCTV with the exception of our Cloud CCTV systems. Building Site CCTV Cameras are not surveillance Cameras and will only record 25 seconds of footage upon detecting movement.
- (b)** Weather: Building Site CCTV security systems are not powered and rely on solar panels to charge the batteries on a daily basis. The customer understands that in the event of unforeseen prolonged cloudy days Building Site CCTV security systems may be subject to temporary power loss.
- (c)** It is the customers responsibility to ensure that they have the appropriate insurances, permits or license that may be required under any law or by any statutory or other authority for the use of the equipment including its installation or removal.
- (d)** At the time of Installation, it is the customers responsibility to ensure that an appropriate position has been decided for the equipment installation, and all necessary investigations have been done regarding concealed services
- (e)** If customer is supplying a data SIM card, then the SIM card needs to be activated prior to Building Site CCTV attending. If delay is caused to Building Site CCTV as a result of either a SIM card not being provided or the SIM card not being activated an additional hourly fee will be charged at \$90.00 per hour with a minimum charge of 1 hour.
- (f)** If no data SIM is supplied the equipment will be installed but will not be tested or be able to be linked up to Customers devices. An additional installation fee will be charged for re-attendance.
- (g)** The customer acknowledges that the enclosure contains equipment which can cause serious injury or death if misused and agrees to indemnify Building Site CCTV against any and all damages relating to the equipment.
- (h)** Hik-Connect: The application Hik-connect is independent from Building Site CCTV Pty Ltd. As a result, Building Site CCTV Pty Ltd has no responsibility for the application Hik-Connect, which includes but not limited to its operation & function. Notifications is a feature of Hik-Connect, therefore

Call: 1300 638 632

Web: [www.buildingsitecctv.com.au](http://www.buildingsitecctv.com.au)



Building Site CCTV Pty Ltd cannot be held responsible for any errors regarding notifications.

## **11. Changes to Terms and Conditions**

- (a)** Building Site CCTV may amend these Terms and Conditions at any time by publishing the amendments on Building Site CCTV website or otherwise notifying the customer

## **12. Warranty**

All Purchased Building Site CCTV systems include a 12-month Warranty on equipment for failure or malfunctions. This does not include any damage sustained by incorrect installation/uninstallation procedures or theft, damage / loss of equipment. This also does not include damage or loss sustained as a result of weather or environmental conditions.