

Application
For access to the (NSW PoliceLink Command)
Direct Access Service for reporting activated alarms
to NSW Police Force.

PLEASE CAREFULLY NOTE THE FOLLOWING:

1. THIS APPLICATION FORM CONTAINS THE TERMS AND CONDITIONS OF ACCESS (THE "TERMS") TO THE (NSW POLICELINK COMMAND) DIRECT ACCESS SERVICE FOR REPORTING ACTIVATED ALARMS TO NSW POLICE FORCE, WHICH ARE CURRENT AS AT 1 DECEMBER 2009.

PLEASE ENSURE A COPY OF THE TERMS IS RETAINED FOR YOUR RECORDS AND PROVIDED TO ALL PERSONS YOU AUTHORISE TO USE THE SERVICE.

2. SUBMISSION OF THIS APPLICATION CONSTITUTES ACCEPTANCE OF THESE TERMS, WHICH INCLUDES THE RIGHT OF THE NSW POLICE FORCE TO VARY OR AMEND THE TERMS AT ANY TIME AND TO DISCONTINUE OR SUSPEND ACCESS TO THE SERVICE AT ANY TIME.
3. IN ADDITION, YOUR ORGANISATION'S ACCESS TO THE SERVICE CONSTITUTES ACCEPTANCE OF THESE TERMS, INCLUDING ANY VARIATION OR AMENDMENT THEREOF.
4. IF YOUR ORGANISATION DOES NOT ACCEPT THESE TERMS, PLEASE NOTIFY THE NSW POLICE FORCE IMMEDIATELY AND YOUR CURRENT PREFERENTIAL ACCESS WILL BE CANCELLED, IN WHICH CASE YOUR ORGANISATION WILL STILL RETAIN THE SAME RIGHT OF ACCESS TO THE POLICE ASSISTANCE LINE AS DO MEMBERS OF THE PUBLIC.

CONTACT INFORMATION:

Senior Intelligence Analyst
PoliceLink Command
NSW Police Force
Telephone (02) 4352 0006

Application

I,being the duly authorised officer of:
[Print full name and position of authorised officer]

.....
[Print formal name of company and trading name - trading as.....]

ABN:..... and whose registered address is set out below

.....
Hereby apply, on behalf of the said company, (hereafter “the Applicant “) for access to the (NSW PoliceLink Command) Direct Access Service for reporting activated alarms to NSW Police Force on the terms and conditions specified herein (“Terms”) and which terms can be amended from time to time by NSW Police Force.

In support of this application, I hereby confirm the following:

1. The Applicant is a current member of an approved security industry organisation, such as is required in NSW by the Security Industry Act 1997 and Regulation 2007. A photocopy of proof of membership is attached at **TAB 1**.
2. The Applicant’s Alarm Monitoring Centre, which is situated at the following location:
.....
fully complies with Australian Standard 2201.2 (as revised from time to time) monitoring centre certification.
A photocopy of proof of current certification is attached at **TAB 2**.
3. The Applicant’s telephone link in its Alarm Monitoring Centre specified above, is capable of showing its ‘caller ID’ to the NSW PoliceLink Command telephone links,
4. The Applicant holds a current NSW Police Force Security Industry Master Licence (or equivalent licence as applicable in the Applicant’s home State or Territory). A copy of that licence must be attached to the Application.

..... Date:.....
(Signature of authorised officer)

TERMS AND CONDITIONS OF ACCESS (THE “TERMS”) TO THE (NSW POLICELINK COMMAND) DIRECT ACCESS SERVICE FOR REPORTING ACTIVATED ALARMS TO THE NSW POLICE FORCE, WHICH ARE CURRENT AS AT 1 SEPTEMBER 2008.

1. Background:

1.1 It is clearly recognised that preferential access to a dedicated (NSW PoliceLink Command) Direct Access Service, for reporting activated alarms to NSW Police Force, which is provided at the sole initiative of the NSW Police Force, will enable security industry members to quickly and accurately inform the NSW Police Force in relation to the status of monitored alarms, that have been triggered at their clients' premises, so as to enable the NSW Police Force to respond more effectively to alarms and minimise the number of false alarms reported to NSW Police Force.

By agreeing to the Terms and Conditions (the Terms), security industry members will be offered a Direct Access Service to the NSW Police Force, through dedicated telephone numbers. Calls to the Direct Access Service will be answered by trained NSW Police Force representatives who will direct the appropriate police resources to the premises where an alarm is activated.

Security industry members who agree to the Terms, will not need to access the NSW Police Force through a third party, such as the Emergency Call Provider, Telstra. By agreeing to the Terms, the security industry member will be provided with a dedicated telephone number/s that will provide them with preferential access to the NSW Police Force that will not be available to security industry members who do not agree to the Terms. These numbers will NOT be provided to members who do not agree to the Terms.

2. Compliance:

2.1 Further recognising that the service is provided at the sole initiative of NSW Police Force and in order to ensure that such preferential access can be effectively utilised and monitored –and therefore produce the anticipated benefits to security industry members and the NSW Police Force - it is evident that the security industry members, who are provided access to the Service, must comply with the Terms pertaining to such preferential access and that, further; acknowledge and agree that such access can be terminated at any time, at the sole discretion of NSW Police Force, without cause.

3. Moratorium Period:

3.1 NSW Police Force, in its sole discretion, may grant a security industry member access to the Service, notwithstanding that the security industry member is not able to fully comply with the Terms, at the time of submitting its application for such preferential access.

3.2 It can be generally expected that such a moratorium period may extend for a period of up to three months, during which period the security industry member must put into place monitoring procedures that will fully comply with the Terms and to notify its customers to upgrade their alarm systems, if necessary, so as to ensure that an activated alarm can be assessed in accordance with the procedures laid down in the Terms.

4. Terms:

It is a condition of being granted and maintaining access to the Service, that the security industry member (hereinafter 'the Applicant') must fully comply with; and strictly observe; the following criteria and procedures:

1. The Applicant must be a current member of an approved security industry organisation where this is mandated by legislation (ie in NSW this is required by the Security Industry Act 1997 and Regulation 2007). In other states/territories where this is not mandated, membership of a recognised professional security industry body will be a requirement.
2. The Applicant's monitoring centre must formally evidence its current full compliance with Australian Standard 2201.2 (as revised from time to time) monitoring centre certification,
3. The Applicant's telephone link in its Alarm Monitoring Centre is capable of showing its 'caller ID' to the NSW PoliceLink Command telephone link,
4. The Applicant must accompany its completed application with a copy of its current NSW Police Force Security Industry Master Licence , or equivalent licence as applicable in the Applicant's State or Territory.
5. The Applicant, including the Applicant's officers, employees, contractors and agents operating the Alarm Monitoring Centre, must strictly adhere to the following procedures, namely that they will:
 - (a) Not disclose to anyone (other than in the course of the operations of their Alarm Monitoring Centre) the existence of the two dedicated numbers (the 'Urgent Alarm Line' and the 'General Alarm Line') for the reporting of alarms provided by the NSW PoliceLink Command.
 - (b) Not report activated alarms on the Urgent Alarm Line', other than:
 - (i) those categories specified in **Schedule One** ,
 - (ii) the cancellation of a Hold-up Alarm or,
 - (c) Not report activated alarms on the General Alarm Line, other than those categories specified in **Schedule Two**,
 - (d) Not report to NSW Police Force, those categories or incidents specified in **Schedule Three**,
 - (e) Provide to NSW Police Force, the information specified in **Schedule Four**, when reporting the applicable incident or category,
 - (f) Where a client of an Alarm Monitoring Company is the victim of a crime of Stealing; Break Enter & Steal; or Malicious Damage, the company will advise their client to contact the Police Assistance Line on 131 444, in order to be able to supply the necessary particulars to the Police.
 - (g) Produce, upon the request of the Director of the NSW PoliceLink Command, a copy of a computer print out specifying alarms reported to the Urgent Alarm Line or General Alarm Line as multi-sector alarms to the NSW Police Force.

Schedule One

(Provided that the employees in the Alarm Monitoring Centre have no reason to believe that the following alarms may have been triggered by accident or by a malfunction)

1. Hold Up Alarm (Commercial Premises)

Defined as alarms installed in commercial premises, which are purpose designed/manufactured dual action device, permanently affixed to a solid surface (temporary fixtures, such as Velcro or double-sided tape, do not constitute a permanent fixture) which is operated by a person who is being confronted with a weapon or threat of violence with a weapon for the purpose of robbery.

NOTE: Portable wireless devices, including pendants can only be reported as 'Duress Alarms'. They are not defined as a 'Hold Up Alarm'.

2. Duress Alarm High Risk Premises (Commercial)

Examples of high risk commercial premises include, but are not limited to:

- * Police Stations
- * Armoured Vehicles
- * Firearms Dealers
- * Premises where goods are stored that constitute a risk to the public (as endorsed)

3. Duress Alarm High Risk Premises (Residential)

Examples of high risk private premises include, but are not limited to:

- * Politician, Judge or Magistrate's residences
- * Bookmakers
- * Jewellers
- * Firearms Dealers/Gun Collectors

Schedule Two

(But only after the employees in the Alarm Monitoring Centre have contacted the client or a neighbour or monitored any available CCTV link to ensure that the alarm has not been triggered by accident or by a malfunction)

4. Multiple Sector Alarms (including Key & Code Pads) – PROVIDED that keys can be made available to the attending police within 30 minutes or where there is access to the building perimeter. *(If not, the call must only be made after an on-site inspection is carried out and access to the premises can be facilitated to attending police.)*

5. Single Sector Alarms at High Risk Premises (both Commercial and Residential) *as for Schedule One.*

6. Communication Failure – where there are no general communications faults in the area and this has been confirmed by the monitoring company with the provider.

7. Vehicle tracking alarms where the vehicle is known to be stolen and the vehicle is being tracked by the monitoring company.

8. Any alarm, other than those above, ie portable wireless devices, including pendants where the alarm monitoring centre advises the premises have come under recent threat.

Schedule Three

(Alarms which are NOT to be called into NSW Police Force- unless the monitoring company has ascertained by either site inspection or independent verification that a crime is being or has been committed)

9. Multiple Sector Alarms – where there is no ready access to the premises (*e.g. where the premises are on the 15th floor of a secured building and the keys cannot be made available to attending police within 30 minutes*).
10. Single Sector Alarms – Non High Risk Premises
11. Flashing Blue Lights
12. Unmonitored Alarms
13. Vehicle Alarms
14. Fire or Smoke Sensor alarms
15. Medical Alarms
16. Power Failure/Low Battery

Schedule Four

(Alarm Monitoring Centres to provide the following information when calling in alarms)

- Name of Alarm Monitoring Company and contact phone number,
- Name of Business, if commercial,
- Name of Building,
- Shop or unit number, street number and name of street,
- Suburb,
- Nearest cross street and/or Landmark
- NSW Police Force category of Alarm (1-8) and general area of security device/s activated.
- UBD reference, (*even though the police system automatically gives a UBD reference, this being supplied by the alarm monitoring company may allow another avenue to locate an address where the details supplied are incorrect e.g. incorrect spelling or suburb*).
- If a key holder or patrol is attending and their estimated time of arrival to the premises.

5. User pay cost:

5.1 The Applicant will reimburse NSW Police Force for the “user pay cost” of being granted and maintaining access to the service in the amount of **\$6.85 inclusive of GST** per call, calculated from the date on which access to the service is granted pursuant to this Application.

6. Terms variation:

6.1 The Terms (including the “user pay cost”) may be varied or amended at any time by NSW Police Force, by notice in writing to the Applicant at the abovementioned registered address.

Acceptance of Terms

The Applicant hereby acknowledges and agrees that NSW Police Force have the right to discontinue or suspend the Applicant's access to the Service at any time.

The Applicant hereby acknowledges and agrees that it is an essential condition of the Applicant being granted access and also maintaining that access to the service that the Applicant must at all times fully comply with and strictly observe the Terms specified above.

EXECUTED by:)
)
Pty Ltd (ABN))
in accordance with the provisions of the)
Corporations Act 2001 (Cth):-)
s 127(1) -without affixing the Common Seal*)
s 127(2) -by affixing the Common Seal * by :)
* *strike out inapplicable*

.....
Signature of Company Secretary

.....
Signature of Director

.....
Print name of Company Secretary

.....
Print name of Director