



# ***Security Monitoring Centre Information Ownership and Data Transferability Guidelines***

**with Glossary of Terms**

**Version 2.1 – August 2008**

## ***1. Customer Supplied Information***

Any Customer-supplied information relating to the operational monitoring of the system shall be returned to the Customer on demand in the same or equal format as originally supplied.

Examples of Inclusions, but not limited to:

- Users, Zones, Areas, Partitions, Manufacturer's default codes, Type of monitoring, Response instructions

Exclusions:

- Installer code, Communications parameters, Monitoring centre receiver phone numbers, Scripts, Methodology of computer usage in programming or displaying alarms to monitoring centre operators, Monitoring centre company information

## ***2. Alarm System and Panel Ownership***

The ownership of the installed equipment is subject to the Commercial Terms and Conditions of Sale and covers all that equipment detailed under *AS/NZS 2201.1:2007*.

The ownership of communications devices covered under *AS/NZS 2201.5:2008* needs to be specifically covered under these conditions.

## ***3. Panel Programming***

Standard programming of the panel is a part of the alarm system and is performed in accordance with the specification, or the agreed Customer / Installer Conditions of Sale. It is the property of the Customer.

Programming of the exclusions, as per the examples listed above, in the system remains confidential to the Installation / Monitoring company; this information in full or part may be released at the Installation / Monitoring company's discretion.

## ***4. Intellectual Property***

The Object Software Code, which is stored in the ROM, or similar non-volatile memory of the panel, which controls the basic functionality and operations of the panel, remains the property of the Design Company and / or Manufacturing Company.

The method of receiving or programming the data into the monitoring centre alarm receivers or processing computers remains the property of the monitoring centre. The monitoring centre operates in accordance with *AS 2201.2:2004* and performs the functions as agreed with the Customer prior to commencing the service and updated from time to time.

### *Commercial Considerations*

Customer access to information or service is conditional on the Customer complying with any existing contractual arrangement. The Customer should be encouraged to regularly update the monitoring data. The Customer has a responsibility to advise the monitoring centre of any changes in their operation which may effect the performance of the alarm system as covered in *AS/NZS 2201.1:2007*. The Customer must also advise of any known change in response or monitoring instructions.

## **Change of Monitoring Service Provider**

Should the Customer or their agent, nominally the Installation Company, decide to change the company providing the monitoring service, the following should be observed. The same should apply if the change is initiated by the Monitoring Centre.

### **1. Notice in Writing**

The intention to cease monitoring or change provider must be provided in writing by an authorised person from the initiating Customer, Installation Company or Monitoring Centre Provider. Consideration of the commercial conditions should be included in the notice.

### **2. Observance of Commercial Conditions**

Any commercial conditions or monitoring service provision contract should be recognised. Payment for outstanding monitoring should be complete and recognition of the period of the contract should be resolved.

### **3. Provision of Customer Data**

Upon request the data for provision of the monitoring shall be provided. This shall be, as a minimum, in the same format as originally provided to the monitoring centre. Any additional data provided, if provided in an agreed electronic format, shall be as agreed by both parties and be commercially based.

### **4. Notification of Customer of the Change in Provider**

The Customer should be made aware of the change of provider in recognition of insurance and State licensing requirements, notwithstanding any provision to nominate any subcontractor or third party service provider. The notification should be approved by all parties.

### **5. Agreed Date and Time of Termination of Monitoring Service or Change of Provider**

An agreed date and time to change service shall be nominated, acceptable to all parties.

## **6. Supply of Customer Data History**

Notwithstanding the terms of the existing monitoring service and the provision of advice on system reporting and activations, there may be a requirement to provide additional history information on previous monitoring periods. This shall be the subject of commercial arrangements between all parties.

## **7. Deletion of Computer Records**

Prior to deletion of the data from the monitoring centre database, the Customer must sign a release that no other claim for information is outstanding, nor is any police or insurance matter outstanding.

## **Summary**

Generally, and on the assumption that any valid agreements will have expired, ASIAL members providing security system monitoring services are encouraged to provide other monitoring ASIAL members, to whom the Customer is transferring / migrating from their clientele, with all relevant information necessary to ensure that the Customer is never left without effective monitoring for their security system.

It is legitimate for the Monitoring Company disclosing the information to request a waiver of liability.

## **Glossary of Terms**

**Alarm System** - The whole Intruder Alarm System installed in the Customer / Client's premises as defined by Australian Standard *AS/NZS 2201.1:2007*.

**Area** - Geographical area where devices are located. This may be translated into an Area on the panel or a Partition for monitoring purposes. It has been predetermined as a separate entity for security purposes.

**Commercial Conditions** - An agreement made between two or more parties which details the cost of normal or additional services provided.

**Communications** - A communications path to relay a signal that contains information to be sent to a receiving device.

**Computer Records** - All customer records held by the monitoring centre including customer data and history.

**Customer** - The person responsible for the intruder alarm system installed at the premises.

**Customer Data** - Information held by the monitoring centre for provision of the monitoring service. This includes data originally supplied by the Customer or his agent and additional data added by the monitoring centre to enable monitoring to conform to standards used by the monitoring centre.

**Customer Data History** - Information held by the monitoring centre for previous events and incidents which occurred on the monitoring service. This includes data, which is a normal autologged event, plus all alarms.

**Dialler** - Communications path for sending signals over the Public Switched Telecommunications Network (PSTN).

**Direct Line** - Communications path that uses a cable from point to point (Client to Concentrator for premium service).

**GSM** - Communications path for sending signals (Usually for backup communications).

**Installer Code** - The code that permits entry into the panel / device to allow programming of the user functionality and optimisation of the product.

**Licence Fee** - A fee payable for use of Intellectual Property supplied as an additional feature to a security system operation as agreed under Commercial Terms and Conditions of Sale.

**Macros** - Automated tasks provided in the panel design for use in added features to the standard panel programming.

**Manufacturer's Default Code** - Standard codes that come with the panel from the supplier. Normally able to be defaulted.

**Master Code** - The code that allows all additional user codes and functionality to be programmed for the maintenance of user codes.

**Outputs** - Programmable events that may or may not have solenoids or relays attached.

**Panel** - That part of the alarm system which controls the receipt of alarms from detectors and transmits them to the various outputs.

**Panel Programming** - The function, normally performed by the Installation / Service / Monitoring Company, to make the panel work in accordance with the agreed specification.

**Partitions** - Sub-areas or Areas or group of Zones defined within the panel or monitoring design as supplied or agreed with the owner.

**Phone Number** - The programmed number to which the Panel dials to communicate alarms. Always restricted for security reasons.

**Provider** - The abbreviated name for the monitoring centre which provides the monitoring service for the customer directly on behalf of an alarm installer.

**Scripting (Scripts)** - Call data from databases, which make mailing systems work and control the content of the site. Adds additional functionality / interface which enhances a standard product / system and is used by the Client under licence, remaining in the ownership of the Developer / Company.

**Securitel** - Secure signalling medium that offers line integrity.

**Termination of Monitoring Service** - The agreed formal cessation of monitoring functionality.

**Time Zones** - Sets of timers that allow or disallow functionality.

**Zones (Sectors, Inputs)** - Devices that will activate on an event that is Intruder, Access Control, Macro logics or Time based.