

Date

# IntelliTrac Monitoring Agreement & Order Form rev3.0

11 Scholar Drive Bundoora Victoria 3083 Telephone (03) 9467 6188 Fax (03) 9466 7188 ABN 31-238-398-354

<b>Customer</b>	Title	First Name	Initial	Surname	
<b>Address</b>	Unit & Street No.	Street Name			
	Suburb	State	Postcode		
<b>Contact Info</b> <i>Please Complete Fully</i>	Home Phone	Mobile Phone	Work Phone		
	Date of Birth	Occupation	Preferred Password		
<b>Secondary ID</b>	Drivers Licence	Expiry	Mothers Maiden Name		
<b>Alternate Contact Info</b> <i>Please complete</i>	Name	Relationship to owner			
	Home Phone	Mobile Phone	Work Phone		
<b>Vehicle Details</b> <i>Please Complete Fully</i>	Make:-	Model:-	Shape:-		
	Reg	Colour	Year	Insurer	
	Selling Dealerships Name (if new car)				
	VIN	Customer's Email Address			
<b>Tracking &amp; Alarm Equipment Installation &amp; Security Details (office use)</b>	Unit ID	Installed by	Date		
	Tracking Fee \$88 Call out Fee: \$165 Journey Download Fee:-\$55 Sim Card Liberty <input type="checkbox"/> Customer <input type="checkbox"/>				
	GSM Provider	Sim Lock	Comms Type		
	Voice #	SIM#			
	Serial Number	Unit PW	IEMI		
	IP Address	Port	Sync		
	IntelliTrac Firmware Version:-		Alarm Model Installed:-		
<b>Invoice Details</b> <i>Please Select IntelliTrac Model Required</i>	<b>Motor Vehicle Models</b>		<p>In the event that an alarm condition is received from my vehicle, and the vehicle remains stationary, and the IntelliTrac Response Centre are unable to contact me or my agent, I request that the Response Centre dispatch a Security Patrol or Police to verify the security of my vehicle. I understand that the provision of this service will be charged at the above rates to my credit card.</p> <p>I hereby acknowledge that I have requested the Alarm Responses listed above and ALL authorised operators will be aware of the listed security details. I also acknowledge that monitoring cannot commence prior to these details, as well as a signed Monitoring Services Agreement, being received at the IntelliTrac Monitoring Centre. IntelliTrac Monitoring should be advised whenever the vehicle is in the control of any third party</p> <p><b>Historical Logging</b> I wish to have the historical journey logging feature activated on my IntelliTrac System. I understand that with my permission, journey information may be downloaded from my vehicle and made available to me. I also understand that there is a charge for this service. Tick here to enable this feature <input type="checkbox"/></p> <p><b>Sales Person to Complete</b> I have fully explained the terms and conditions of this agreement and have sighted a valid Photo ID such as Driver's Licence showing current address as listed on this form. (staple photocopy of driver's licence to this form)</p>	<b>Office Use QC</b> Date Received <hr/> Config. By <hr/> Dispatch By <hr/> Dispatch Ref <hr/> Dispatch Date <hr/> Invoice # <hr/> IRC Invoice# <hr/> IM LD By <hr/> IM LD Date <hr/> IRC LD By <hr/> IRC LD Date <hr/> IRC Test By <hr/> IRC Test Date	
	<b>Lite</b>	\$1395 <input type="checkbox"/>			
	<b>Exec</b>	\$1795 <input type="checkbox"/>			
	<b>Premium</b>	\$2195 <input type="checkbox"/>			
	<b>Prestige</b>	\$2395 <input type="checkbox"/>			
<b>Plant and Equipment Models</b>					
<b>Rental System Lite</b>	\$1595 <input type="checkbox"/>				
<b>Owner Operator System</b>	\$2295 <input type="checkbox"/>				
<b>Self Tracking over the internet</b>	\$396 <input type="checkbox"/>				
Installation Fee	\$ _____				
Internet Login Fee 12 Mth	\$ _____				
<b>Total</b>	<b>\$ _____</b>				
<b>Payment Details</b> <i>Must Be Completed</i>	Card Type <input type="checkbox"/> Master Card <input type="checkbox"/> Visa <input type="checkbox"/> Bankcard				
	Name				
	Number				
	Expiry	SSID			
<b>Terms of Application</b> <i>Please Sign and Date</i>	I have read and agree to the terms and conditions stated in this agreement and on the reverse of this form and I hereby state that I am the registered owner of the above vehicle. I also grant permission for IntelliTrac to conduct ad hoc tracking on my asset for purposes of research and development and system integrity checking. I authorise any tracking or recovery fees to be debited from my credit card as they occur.				
	Date.....	Date.....Name.....			
	Signature.....	Signature.....			
	Name.....	Selling Dealership			

# IntelliTrac Monitoring Agreement

BETWEEN IntelliTrac and the 'Customer' as identified on the Monitoring form on the reverse side.

**1. Interpretation.** In the interpretation of the terms:-

"Agreement" means this monitoring services agreement;

"Alarm Condition" means any change in state of the transponder/security module from its resting state or disarmed state;

"Monitoring Services" means the services selected by the customer on the Monitoring Services Order Form;

"Emergency Services" means Police, Ambulance, Fire or other service provided by Third Parties in response to IntelliTrac's request;

"Location" means any vehicle, motorcycle, plant & equipment or building/structure in which IntelliTrac products are installed;

"IntelliTrac" means, IntelliTrac Pty. Ltd. ABN 31-238-398-354;

"IntelliTrac Product/s" means AVL (Automatic Vehicle Location )products and services.

"Noalarm Products" means vehicle anti-theft alarms and immobilisers.

"IntelliTrac Coverage Area" means the coverage area as defined by The communications service provider being Telstra, Optus or Vodafone from time to time;

"Third Party Equipment" means any equipment supplied by a third party to be installed in the location and used in conjunction with IntelliTrac Products.

## **2. Installation and Use of IntelliTrac Products**

**2.1 The customer must use the IntelliTrac products strictly in accordance with the User Manual and will ensure that all other persons operating the products are familiar with the User Manual and the operation of the products in particular the requirements in the case of an inadvertent or mistaken action creating an alarm condition.**

2.2 IntelliTrac approved installers will install the IntelliTrac and Noalarm products. The customer must not attempt or allow any third party to remove, modify or tamper with the IntelliTrac &/or Noalarm products without IntelliTrac's prior written consent. IntelliTrac will in no way be liable for any damage caused to the Customer's vehicle or locations or surrounds in the course of installing the IntelliTrac/Noalarm Products. The Customer's rights for such damage lie against the installer and the customer indemnifies IntelliTrac in relation thereto.

2.3 The Customer must quote their security details to the relevant IntelliTrac agent or representative when requested. The Customer must not disclose their security details to any other person or record or leave the security details in such a place as to make the security details easily accessible to unauthorised persons. Security details are to be completed on the form provided with IntelliTrac Products.

## **3. Monitoring Services**

**3.1 In return for a monitoring fee, IntelliTrac will provide the monitoring services requested by the Customer, commencing on the date notified to the Customer by IntelliTrac.**

3.2 The Customer acknowledges sole discretion to vary the monitoring fee from time to time.

3.3 Without limiting clause 7.1 where the monitoring and or hire purchase fee is not paid within (14) fourteen days of the due date outlined on the IntelliTrac tax invoice or Monitoring Agreement, IntelliTrac will have no further obligation or responsibility to provide the Monitoring Services.

## **4. Risk**

**4.1 The customer expressly acknowledges that due to circumstances often beyond the control of IntelliTrac, including (but not limited to) software viruses, power failure, electrical or topological interference, equipment malfunction and the actions and omissions by suppliers of telephone services, Police or Emergency Services or security patrol services, the Monitoring Services may not operate as designed. The Customer also acknowledges that IntelliTrac is not responsible for damages to the IntelliTrac/Noalarm Products or their failure to perform, as a result of any location, accident or vandalism.**

**4.2 The customer therefore understands and agrees that IntelliTrac will not be responsible for any performance, or failure, of the Monitoring Services and/or IntelliTrac/Noalarm Products, and any resulting loss or damage whether due to the circumstances envisaged in clause 4.1 or otherwise.**

**4.3 The Customer acknowledges that IntelliTrac is not responsible for malfunction of or failure to function by the Third Party Equipment or any damages caused as a result of such failure or malfunction.**

## **5. Response Procedures**

**5.1 Where the Customer activates the personal duress or roadside service request buttons to create an Alarm Condition, IntelliTrac will notify Emergency Services as appropriate. The Customer understands that IntelliTrac makes no representation or warranty as to the response or performance of the Emergency Services.**

5.2 Where the Customer or any person in the Customer's Location creates an Alarm Condition by way of hoax, or when such activation was manifestly unnecessary, the Customer will be liable for all costs, expenses of any third party as a result of such activation.

5.3 The customer appoints IntelliTrac (and authorised representatives of IntelliTrac) as the Customer's duly appointed Attorney to notify and confirm to the Emergency Services, following an Alarm Condition, that the vehicle has been stolen or that the security of the location has been breached or that medical or fire services are required.

5.4 Nothing in this Agreement obligates IntelliTrac to monitor or respond at an alarm condition that is outside of the IntelliTrac Coverage Area. IntelliTrac may at its discretion expand the IntelliTrac Coverage Area.

## **6. Change of Ownership**

**6.1 The Customer must notify IntelliTrac where the Customer's location assigned, sold or leased to a third party. This agreement will terminate following entry by the third party into a new Monitoring Services Agreement with IntelliTrac, or otherwise in accordance with clause 7.**

## **7. Termination**

**7.1 IntelliTrac may at any time by written notice terminate this Agreement. The Customer may terminate this agreement after the initial contract term by giving at least 7 days written notice to terminate this Agreement.**

**Where the customer is in default or Customer terminates this Agreement, no entitlement to refund of monitoring fees will be payable. The customer must pay hire purchase fees and/or access charges as detailed in the agreement for the remaining portion of the Hire Purchase/Contract Term immediately. Where IntelliTrac terminates this agreement, a pro-rata portion of the monitoring fee for the monitoring period not yet expired will be refunded by IntelliTrac to the Customer.**

## **8. Basis of Order**

**8.1 An Order by the Customer will only be binding if it is issued on the Monitoring Services Order Form, signed by the Customer. IntelliTrac retains the right at all times to accept or refuse an Order.**

8.2 IntelliTrac will arrange delivery and installation of the IntelliTrac Products and any third party equipment as soon as is practically possible following acceptance of the order.

## **9 Prices and Payments**

9.1 The prices payable for the IntelliTrac and/or Noalarm Products or third party equipment are quoted and amended from time to time. The validity of any quotation is 10 days unless otherwise specified in writing by IntelliTrac.

9.2 Where the Customer pays for IntelliTrac, Noalarm, Third Party Equipment, installation thereof and any monitoring or guard response services by continuing credit card instalment payments, the Customer acknowledges that IntelliTrac is authorised to deduct all due payments on the dates on which they are required to be made.

9.3 Where the Customer makes payments to IntelliTrac by way of credit card instalments, the Customer must immediately notify IntelliTrac of the loss or theft or expiry of the particular credit card. The Customer must notify in writing of replacement credit card details as soon as practically possible to that continuing credit card payments are not terminated.

9.4 Where a Customer wishes to stop any credit card instalment payments to IntelliTrac (after the initial contract period), the Customer must notify IntelliTrac in writing of such decision.

9.5 Payment of all IntelliTrac/Noalarm and/or third party equipment is due according to the terms and conditions as specified in this Hire Purchase and monitoring agreement.

9.6 Should the Customer default in any scheduled payment of this Hire Purchase and/or Monitoring Agreement, all monies due under the terms of this agreement will be due and payable immediately.

## **10. Warranty**

**10.1 IntelliTrac warrants that the products supplied in this agreement are free from defects and defaults and fit for the purpose for which they are intended as of the date of installation.**

10.2 This warranty continues in force for a period of (12)Twelve months from the date of installation of the products in the location. If an authorised installer removes and refits the products during the warranty period in a new location then the warranty period will continue to run and the date of installation will be the date of installation in the first location nominated by the customer.

10.3 Subject to clause 10.4 IntelliTrac will repair or replace, at its absolute discretion, any defective IntelliTrac products or component parts during the warranty period at its own expense.

10.4 The IntelliTrac Warranty immediately becomes void if the Customer fails to comply with the User Manual operating instructions and information or the customer or any person not authorised by IntelliTrac attempts to service, repair, assemble, disassemble, tamper with or remove the IntelliTrac products (or components thereof) or ; the Customers location has been involved in an accident or materially damaged and the IntelliTrac products have not subsequently been tested or approved by a IntelliTrac authorised person.

10.5 The warranty does not apply to any third party equipment forming part of the order but IntelliTrac will endeavour to preserve and pass onto the Customer any Third Party warranty applicable to the third party equipment

By Signing this agreement the Customer acknowledges that he or she has read, understood and agrees to be bound by these obligations.

PLEASE SIGN.....

Your name.....Date.....