

Welcome,

We kindly request your assistance in completing the monitoring form provided by HiveWatch. Please fill it out to the best of your knowledge and feel free to reach out to us at info@hivewatch.co.nz if you have any questions or need clarification on any section. Please note that any callouts required to complete the form or establish a connection will incur a callout fee and an hourly service cost until the connection is successfully established. In the rare event that your existing system cannot be connected, we may need to procure and install a compatible SIM card part, which would be subject to a fee of \$175 plus installation charge.

CUSTOMER INFORMATION SCHEDULE

Account Code: _____

Customer Name: _____

Premises Address: _____

Postal Address: _____

Premises Phone: (0) _____ **Facsimile Phone:** (0) _____

Contact Person: _____

Mobile Phone: (0) _____ **Email Address:** _____

Alarm Make: _____ **Alarm Model:** _____

Contract Number: N/A _____ **Reporting Format:** _____

Connection Date: _____ **Cancellation Date:** _____

All contracts are for a minimum term of 24 months.

OPEN / CLOSE SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open							
Close							
Open							
Close							

Please note that a default window of 15 minutes tolerance will be applied to the above times unless specified differently by the Customer

OPEN / CLOSE RESPONSE OPTIONS

Unscheduled Opening: If no call received, phone premises. If no reply or busy:

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Choose from below options.

Late to Close: Phone premises to ascertain the occupancy. If no reply or busy:

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ALARM RESPONSE OPTIONS

Option 1

Standard Alarm Trigger, SMS/Email alert
Call Emergency Contacts for instructions
 \$34.95 per month

Option 2

Business 'Open Out of Hours' Monitoring.
Call Emergency Contact for instructions.
If no reply or busy, then.
Dispatch Patrol Response Company.
 \$65 per month

SYSTEM MAINTENANCE ALARM AND FAULT CONDITION RESPONSE OPTIONS

Please select only one.

Option 1

Advise Emergency Contact.

Option 2

Advise Alarm Service Agent.

Option 3

Advise both Contact and Agent

CUSTOMER CALL OUT / EMERGENCY CONTACT LIST

	Name	Home Phone	Work Phone	Mobile Phone	Password
1					
2					
3					
4					
5					
6					
7					

PATROL RESPONSE COMPANY DETAILS

Response Company:

Keys Held: **Dispatch Code:**

OTHER CRITICAL RESPONSE OPTIONS

Panic Alarm Activation

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Smoke Alarm Activation

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Fail to Test

From system to test section

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.....

ALARM SYSTEM DETAILS

Installation Company:

.....

Service Company:

.....

Installers Code:

.....

Master Code:

.....

CIRCUIT / ZONE DETAILS

1

9

2

10

3

11

4

12

5

13

6

14

7

15

8

16

OTHER RELEVANT DETAILS– Include Alarm panel brand.

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ALARM MONITORING: STANDARD CONDITIONS

HiveWatch agrees to provide a monitoring service to the Customer of the type and serving the premises designated on the front page of this Agreement subject to the following terms and conditions:

1. Service

- a) The monitoring service shall consist of monitoring all signals received at HiveWatch monitoring station from the alarm system. HiveWatch shall respond to signals received in accordance with its normal operating practices and by making such telephone calls as may be required in accordance with the Customer's prior written instructions.
- b) To enable HiveWatch to comply with its obligations the Customer will ensure that his/her telephone data or other communication's line is at all times fully operational.

2. Delays and Interruptions

HiveWatch will not be liable to the Customer for:

- a) Delays in the installation or connection of equipment;
- b) (For interruptions of service due to strikes, riots, floods, acts of God or any other cause (whether of a similar nature to the foregoing or not) beyond the control of HiveWatch; and
- c) HiveWatch will not be required to supply service to the Customer while service is interrupted because of any such cause.

3. Charges

- a) The Customer will pay to HiveWatch the Connection Fee on the execution of this Agreement.
- b) The Customer will pay the Monthly Monitoring Fee specified in advance by direct debit to HiveWatch's bank account on the 1st day of each month. An invoice will not be rendered unless the Customer requests an invoice.
- c) HiveWatch shall have the right to increase the charges specified herein upon giving the Client thirty days written notice in advance of the date on which such increase will take effect. If the Customer is unwilling to pay any increased charges the Customer may cancel the unexpired term of this Agreement by notifying HiveWatch in writing fourteen days prior to the date of any such increase.

4. Exclusion of Liability

- a) HiveWatch shall not be liable either in contract or in tort for any loss or damage whatsoever whether direct, indirect or consequential suffered by the Customer or any third party, including negligence on the part of HiveWatch, its servants or agents arising from or relating to the provision of any services under this Agreement.
- b) In addition, HiveWatch shall not be liable in respect of any professional advice which may be given in relation to the service or the equipment used in supplying the service by HiveWatch, its servants or agents which is incorrect in any respect or is given in a negligent manner and the Customer acknowledges that it has relied on its own judgement in relation to the service being provided by HiveWatch and the adequacy of such service to fulfil its requirements.
- c) Insofar as the Customer may, notwithstanding the previous provisions of this clause, have any claim for damages against HiveWatch, its servants or agents either in contract or in tort and whether arising from negligence or otherwise (it being the intention of this clause that no such damages may be recovered) damages shall be limited to an amount equal to the sum of three months charges actually paid by the Customer in respect of that portion of the service which gave rise to the claim.

5. Default

- a) If the Customer commits a breach of any provision of this Agreement (whether consisting of failure to pay any money due or otherwise) HiveWatch may terminate its services to the Customer without notice and without prejudice to the right of HiveWatch to recover all or any monies outstanding under this Agreement at the date of termination together with all or any charges payable in respect of the unexpired portion of this Agreement.
- b) If at any time the Customer is in breach of any obligation under this Agreement HiveWatch's obligations shall be suspended from the date that the breach occurs.
- c) If the Customer commits a breach of any provision of this Agreement HiveWatch or its agent may without notice and without legal process enter upon any premises to recover any equipment using such force as may be necessary and repossess that equipment without prejudice to any other remedy HiveWatch may

have on account of the Customer's default.

6. Term of Agreement

- a) This Agreement shall be for the Initial Term and shall after that time continue on a monthly basis unless renewed or terminated by a party giving thirty days written notice of termination to the other.

7. Entire Agreement

- a) This Agreement contains the whole of the terms of the agreement between the parties and all other terms, conditions and warranties, which might otherwise have been implied or have had any other application, are expressly excluded to the extent permitted by law.

8. Variations

- a) No variations of the terms of the Agreement shall be binding on HiveWatch or the Customer unless in writing and signed by or on behalf of both parties.

9. Assignments

- a) HiveWatch may assign its obligations under this Agreement.
- b) The Customer may not assign its obligations under this Agreement without the prior written consent of HiveWatch. HiveWatch will consent to an assignment to a new occupier of the premises where the Customer is not in breach of this Agreement and the new occupier agrees to be bound by the provision of this Agreement on a form acceptable to HiveWatch.

10. Rights to Use Information

- a) The Customer agrees that HiveWatch may obtain information about the Customer from the Customer or any other person (including a credit or debt collection agency) in the course of HiveWatch's business and the Customer consents to any person providing information to HiveWatch.
- b) HiveWatch may give information it has about the Customer's credit worthiness to any person (including a credit or debt collection agency).
- c) Personal information held by HiveWatch about the Customer will be held by HiveWatch at its offices. The Customer will be entitled to request access to and to correct that information in accordance with the Privacy Act 1993.

11. Consumer Guarantees Act

- a) Nothing in this Agreement is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 other than as permitted by that Act. The Customer agrees that the Act does not apply if the service is provided to or for the purposes of a business.