

This is a translation of “Besondere Bedingungen für den Anschluss an die Notrufzentrale”, Rev. Nr. 07-01/16 which form the legal basis of all contracts with G4S Secure Solutions AG and G4S Security Systems GmbH.

This translation serves as an additional information to our customers. Please note that its exact conformity with the German version of the “Besondere Bedingungen für den Anschluss an die Notrufzentrale” is not certified. And please note that in the case of differences in the interpretation the German version of the “Besondere Bedingungen für den Anschluss an die Notrufzentrale” is decisive and legally binding. Austrian Law is applicable; jurisdiction is Vienna.

Special terms and conditions for connection to the emergency call centre

1. Emergency call centre operation

G4S Secure Solutions AG and G4S Security Systems GmbH, both hereinafter referred to as “G4S”, are obliged to maintain and operate an emergency call centre manned day and night including at weekends and on public holidays for the purpose of receiving alarm notifications. Alarm reception devices, whose technical functionality is to be ensured by G4S, are present at G4S’s emergency call centre.

2. The client’s alarm system

The purchase or hire, servicing and maintenance of the alarm system and the alarm transmission device on the premises of the client (“the Client”) are the responsibility of the Client, who must bear the costs of installation and connection to the emergency call centre.

3. Startup and test alarms

The alarm connection is to be arranged by the Client and G4S is to be informed of this so that, after joint determination of a precise date, test alarms can be run to test the functionality of the alarm system and the alarm transmission device. Following the success of these tests and submission of both the contract signed by the Client and the alarm plan also signed by the Client, G4S will implement the startup and the Client will be informed of this. Both monitoring and the contract period commence upon startup.

During the period of existence of the connection to G4S, the Client is entitled to check the functional efficiency of the system once a year by triggering a test alarm free of charge. However, the date of the test alarm must be determined in advance between the parties to the contract in order to rule out any misunderstandings regarding the test alarm or any assumption of a real alarm with the resulting activation of intervention. G4S is also entitled to request the triggering of test alarms to check the full functional efficiency of all systems and devices and here too a precise date must be agreed.

4. Intervention in the event of an alarm

On receipt of an alarm notification via the Client’s alarm system and alarm transmission device at G4S’s emergency call centre, G4S and its staff are to perform the actions agreed in writing in the alarm plan. The G4S employees used must be in uniform. The Client must ensure the correctness, completeness and ongoing validity of the written information on the situation at the intervention location in the event of an alarm (e.g. location and position of the alarm or fire alarm system, location and position of the fuse box, location, attachment and display of emergency exit keys in the property etc.) and must immediately inform G4S of any change in the situation. The same applies to the Client’s instructions on who is to be informed in the event of an alarm (contact persons) or in the event of changes of address or extensions to the connected property. The Client shall bear the costs resulting from the agencies or staff of G4S following the former’s instructions (e.g. involving the fire brigade).

5. Duty of confidentiality

The Client is obliged to keep secret the telephone number of the connection for the telephone dialler and the details known to it of the operation of the emergency call centre. G4S undertakes not to disclose any information about technical details of the Client’s alarm system to external parties (with the exception of the relevant authorities). If a party to the contract breaches this agreement, it is obliged to pay five times the annual fee to the other party to the contract as a contractual penalty.

6. Voice recordings

G4S is entitled, in particular within the meaning of the provisions of § 93.3 Telekommunikationsgesetz (Telecommunications Act) and the ÖVE (Austrian Federation of Electrical Engineering)/ÖNORM (Austrian Standard)/EN 50518-2 to make voice recordings of communication with or by the emergency call centre and to pass them on if required to safety/security authorities and/or courts.

7. Fee

Unless otherwise agreed in writing, the fee for the connection to the emergency call centre is payable quarterly in advance. Otherwise Point 16 of the “General Contractual Terms and Conditions of the Security Company G4S” are expressly deemed to be agreed.

8. Liability

G4S is liable for ensuring that the emergency call centre located at its business premises is constantly manned so that incoming alarm signals can be detected without delay so as to allow any further measures to be taken. However, G4S is not liable for technical faults or any failure of the alarm system, the alarm transmission device or the transmission channel (e.g. fixed network, mobile network) or for any resulting loss or damage. The Client is liable for the correctness and completeness of the information and instructions provided by it and for all costs resulting from false alarms and test alarms that have not been agreed. In each individual case, the written agreement in the alarm plan alone is decisive for the execution of the alarm operation. In cases of slight negligence, G4S’s liability is limited to one year’s contractually agreed fee. In other respects, G4S’s liability is determined by the “General Contractual Terms and Conditions of the Security Company G4S.”

9. Exclusions of liability

G4S is not liable for the consequences of defective or delayed alarms or failure to raise the alarm if these arise despite the provision of the required care. In particular, compensation claims against G4S or its staff resulting from the lack of appearance or late appearance of the police, fire brigade etc. are excluded in so far as it cannot be proven that G4S is to blame. Any liability on the part of G4S for damage or losses resulting from force majeure, acts of war or terrorist activities is also excluded.

10. Relationship to other contracts

Other agreements between the parties to this contract are not affected by the contract for the connection to the emergency call centre.