



# Target Hardening Program

## Terms and conditions

---

### 1 Criteria

- 1.1 By submitting this Application, the Applicant states (the '**Criteria**'):
- (a) the Applicant owns and lives (owner occupier) at the Premises, in one of these locations – Darling Downs / Lockyer Valley / South Burnett QLD, Canberra ACT, or Perth (all suburbs) WA;
  - (b) the Premises was the subject of a 'burglary/break and enter/unlawful entry' incident on or after 1 January 2022 (**Crime**);
  - (c) the Applicant has filed a police report with the relevant State or Territory Police Service in respect of the Crime;
  - (d) no other application has been made to NHTWA in connection with the Crime or the Premises;
- 1.2 If the Applicant satisfies the Criteria, NHTWA invites the Applicant to offer to enter into the Target Hardening Arrangement. The Applicant may offer to enter into the Target Hardening Arrangement by signing and returning this Application to NHTWA using the NHTWA Contact Details.

### 2 Target Hardening Arrangement

- 2.1 The '**Target Hardening Arrangement**' comprises the following:
- (a) NHTWA will liaise with the Applicant, and seek to agree on a suitable 'target hardening product or products' to be installed at the Premises, which may be a product identified in a police or home assessment report conducted by the Applicant, however must not be a product that has/will be claimed as part of an insurance claim in relation to the Crime (**Product**).
  - (b) if a Product is agreed, then the Applicant will:
    - (i) purchase and install the Product at its Premises;
    - (ii) provide NHTWA before and after photos of where the Product was installed;
    - (iii) provide NHTWA with a copy of the Product's purchase invoice.
  - (c) from the date that NHTWA informs the Applicant of their successful/eligible Application, the Applicant will have until 30 June 2024 to fulfil all requirements under clause 2.1(a) and 2.1(b);
  - (d) if the Applicant complies with clause 2.1(b) to NHTWA's satisfaction and within the timeframe specified in clause 2.1(c), NHTWA will pay the Applicant the lesser of, whether the number of Products is one or more:
    - (i) \$550 including GST; or
    - (ii) the GST inclusive cost of all Products collectively.

- 2.2 The only way NHTWA may accept the Applicant's offer to enter into the Target Hardening Arrangement, is by sending the Applicant a notice in writing that this Application is accepted. NHTWA may accept the Applicant's offer to enter into the Target Hardening Arrangement in its absolute discretion.
- 2.3 NHTWA will not enter into a Target Hardening Arrangement with the Applicant:
- (a) if NHTWA has accepted offers to enter into the Target Hardening Arrangement with 500 applicants; or
  - (b) if this Application is received after 31 May 2024; or
  - (c) if a Target Hardening Arrangement has already been entered into for the specified police incident number provided; or
  - (d) for any other reason NHTWA decides in its absolute discretion.

### 3 Permissions

- 3.1 The Applicant consents to NHTWA:
- (a) using any information or material provided to NHTWA by the Applicant (**Provided Information**) for any purpose, including to:
    - (i) aggregate that Personal Information for analysis of home security and protection;
    - (ii) assist in future NHTWA activities;
  - (b) modifying or making derivative copies of the Provided Information;
  - (c) sub-licencing the Provided Information to any third party.
- 3.2 NHTWA will comply with the *Privacy Act 1988 (Cth)* in respect of all personal information contained in the Provided Information.
- 3.3 The Applicant will provide any information or documents reasonably requested by NHTWA in connection with this Application, the Premises, or the Crime.

### 4 Liabilities

- 4.1 The Applicant agrees that to the maximum extent permitted by law:
- (a) all terms, conditions, warranties and statements (whether express, implied, written, oral, collateral, statutory or otherwise) in connection with the transactions contemplated by this Application which are not expressly set out in this Application are excluded and, to the extent they cannot be excluded, NHTWA disclaims all liability that it may have in relation to them; and



- (b) the Applicant waives and must not make any Claim under or in connection with this Application unless it is based solely on and limited to the express provisions of this Application.
- 4.2 The liability of NHTWA for any Claim under or in connection with this Application, the transactions contemplated by it, or the Product whether arising in contract, tort, negligence, breach of statutory duty or otherwise is limited to \$550 including GST.
- 4.3 NHTWA is not liable to the Applicant for any Consequential Loss in connection with this Application, the transactions contemplated by it, or the Product.
- 4.4 The Applicant acknowledges NHTWA:
  - (a) has no control over the quality, fitness for purpose, or effectiveness of the Product; and
  - (b) does not provide any warranty or guarantee that the Product will prevent future criminal events at the Premises.
- 4.5 The Applicant warrants that all information it has provided to NHTWA is true and correct, and not misleading or deceptive.

## 5 General

- 5.1 No variation of this Application is effective unless made in writing and signed by each party.
- 5.2 Except as expressly provided in this Application:
  - (a) nothing in this Application is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and
  - (b) no party has authority to bind any other party.
- 5.3 This Application constitutes the full and complete understanding between the parties with respect to its subject matter.
- 5.4 The Applicant may not assign or transfer any of its rights or obligations under this Application.
- 5.5 This Application is governed by the laws of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

## 6 Terms

In this Application:

- (a) **Claim** includes all actions, suits, causes of action, arbitrations, debts, dues, costs, expenses, claims, demands, proceedings, complaints, objections, obligations, liabilities, interest, verdicts, orders and judgments, including any claim for restitution, unjust enrichment, compensation, reimbursement, contribution, damages or indemnity either at law or in equity or arising under a statute; and
- (b) **Consequential Loss**: means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted

overheads, or any other loss that does not arise naturally and according to the usual course of things as a result of a breach of this Application or other event giving rise to such loss, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties at the time they entered into this Application.