



## TERMS AND CONDITIONS OF QUOTE / MAINTENANCE AUTHORITY

- All service work is assumed to be during normal hours. Out of hours works and works of a non-continuous nature will incur extra charges. The quotation is conditional on full access being allowed to the Service Technician to carry out the work. No allowance is made for delays due to locked doors, late cancellation or failure to attend appointments, etc.
- Whilst you will be advised of any defects we find, FES cannot take any responsibility for system pressure loss/increase, worn and/or damaged equipment, or for false alarms that such equipment may generate to the fire brigade, whether or not FES has notified you of any defect.
- In an emergency FES will endeavour to have a technician on site within 2 hours from the time of the initial call.
- FES will not accept responsibility for false alarms unless it can be proven that our technician is at fault as a result of workmanship.
- Noxious Materials - The price is based on the work being executed in an environment free of asbestos and any other noxious materials. The Client shall accept full responsibility for additional costs (if any), delays and resolution of problems which may result from the presence of asbestos or asbestos contaminated materials, in or about the site on which the Works or any part thereof are to be performed
- The following extra services, if required, will incur an extra charge:
  - i. All repairs, rectification works and replacement of missing equipment in order to meet the current Australian Standards;
  - ii. Overhauling of associated fire protection equipment, battery replacement, pump servicing and/or repairs;
  - iii. Work on equipment not included in this proposal
  - iv. Testing to/and including levels of service other than those stated
  - v. Spare parts and fittings, emergency callouts, tri-annual overhauls, diesel fuel and/or lubrication.
  - vi. Special access equipment, hire of ladders, scissor lifts, etc to gain access to detectors or equipment for testing or maintenance will incur additional costs.
  - vii. Parts and labour required to repair damage caused by acts of god, negligence, vandalism, misuse, water or electrical transients/surges

### Services the Client will receive

- FES will service and maintain the Equipment in accordance with applicable Australian Standards, The Building Code and accepted industry practice in the absence of applicable Australian Standards and any Special Conditions
- FES will inspect and service the Equipment at the start of the contract term and then at intervals prescribed by Australian Standards until the services are cancelled.
- FES may replace or repair the Equipment to achieve compliance with Australian Standards and accepted industry practice
- Any equipment supplied by FES will remain the property of FES until the Client has paid for it. The client authorises FES to enter the premises at which any such equipment is located to repossess it at any time
- The risk in any equipment supplied by FES will pass with physical possession of the equipment

### Fees the Client will need to pay

- Fees and charges will be adjusted annually by 3% or the Consumer Price Index, whichever is greater.
- The Client will pay FES for any equipment replacements or repairs in accordance with FES's standard prices applying from time to time
- The Client must make any payments owing to FES within 14 days of the date of an invoice unless otherwise agreed.
- Any applicable Goods and Services Tax will be payable by the Client.
- FES may charge interest on all monies due to it at a rate being 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* from time to time and computed from the due date for payment until the date payment in full is received by FES
- Costs and charges, which are not incorporated in this quotation, and which are subsequently required by the customer to become part of the service provided by FES will be charged to the customer. Such fees include, without limitation, third party accreditations, Licence fees, provision of AESMR documents and logbooks.

### What the Client will be required to do

- The Client must make sure that FES will have sufficient and unimpeded access to the Equipment to inspect, service and maintain
- The Client will immediately notify FES if it notices any malfunction or failure of the Equipment or if the Equipment has been used
- The Client must obtain the written approval of FES before assigning its rights under this Authority

### How the Client and FES will be liable

- To the extent allowed by law, FES will not be liable in contract, tort (including negligence) or otherwise for any direct or consequential damage, loss or cost of any kind suffered by the Client or any person claiming through the Client arising out of or in relation to the services or any equipment provided to the Client in accordance with this Authority
- The Client indemnifies FES against all claims, demands, proceedings, costs, losses, damages and expenses of any kind arising directly or indirectly out of or in relation to the services or equipment provided to the Client in accordance with this Authority unless FES is solely liable for such claims, demands, proceedings, costs, losses, damages or expenses
- The Client will exempt FES from any liability arising from the election that Hydrants be inspected annually only rather than monthly and will indemnify FES in relation to any claims arising out of or in relation to the Client's election that Hydrants be inspected annually rather than monthly with the exception of sites serviced in accordance with AS1851-2005.
- The exemptions of liability and indemnities provided by the Client under this Authority will survive termination of this Authority

### Cancellation of services

- FES may cancel its services to the Client immediately if the Client defaults in any payment due to FES or fails to provide appropriate and sufficient access to the Equipment or if the Client becomes bankrupt or insolvent or likely to become bankrupt or insolvent or for any other reason.
- If FES cancels its services to the Client, all monies then owing to FES will be immediately due and payable and the Client will be obliged to pay all monies owing to FES notwithstanding the cancellation

### Privacy

- FES may use any personal information contained in this Authority in accordance with FES's privacy policy and may use that information to conduct credit checks of the Client. The Client can obtain a copy of FES's privacy policy by following the instructions at [www.frv.vic.gov.au](http://www.frv.vic.gov.au)