

## **Standard Terms and Conditions – FY25**

### **Quotations**

- Quotations are valid for 30 days after which 2020 Fire Protection reserves the right to amend or withdraw the quote.
- Where itemised quotes are supplied, prices are based upon all items being approved. If not all approved, discounts shall be removed or price increased by 5%.
- If a repair task amount falls below \$500 + GST, standard service call fee as per schedule of rates will be charged.
- Quotes are confidential and may not be used for scoping or tendering purposes.
- Quoted prices are only valid where a schedule of essential fire safety measures, FER and accurate asset list are provided at time of quoting.
- This quotation specifically excludes incoming power & water supplies and relies on using the existing service supply
- Unless the quotation wording states 'this project is based on a design & construct scope', the project is deemed to be specified & a variation shall apply wherever works vary from the scope, drawings or standard procedures for that site.
- The price does not include endorsed fire plans, Clause Section 74 exemption certificates, endorsed drawings or D&BP portal registration unless specified.

### **Access**

- Pricing is based upon access heights not exceeding 2.5 metres.
- Providing access is the responsibility of the owners.
- Prices are based on having continuous, uninterrupted, and unhindered access to the required people, equipment, facilities, and areas where the work is to be carried out.
- Should access not be provided, re-visits are charged as per [POL-007](#)
- Our quote assumes the provision of free parking for as many vehicles as are required to carry out the works on site. If parking is not provided it will be charged at cost + 20%. Alternatively, you can request we build parking into an additional fixed annual fee.
- Where a scheduled attendance is changed or postponed, re-scheduling fees are as per [PROC-031](#)
- Price is based on all work being carried out during normal working hours being 7am-3.30pm Mon-Fri.
- Prices do not include traffic control or road closures to undertake works.

### **Inspection & Testing Agreement**

- A complete asset register is required to be provided by the client, or a site setup fee will be invoiced on acceptance of any new contract.
- Prices are subject to annual review in accordance with CPI ABS 6401 annually. 2020 Fire Protection reserves the right to review pricing at any time should input costs or legislation substantially change.
- Non-compliance of your site &/or measures on the AFSS is not our responsibility nor is it grounds for dismissal or non-payment.
- Price is based upon access being available to all areas when booked.

- 5, 10 & 25 year services/ overhauls from AS1851 are not included but will be quoted when due.
- Pricing is based on water &/or power supplies being able to be shut off effectively and safely for works to occur. Traffic control where isolation valves are within roadways or where 5 yearly flow testing is required is not included. Excavation where water supply valves are underground or covered is not included.
- We accept no responsibility for the efficiency, structural or hydraulic adequacy of any on-site drainage or pipe work used during testing.
- Provision of reports or statements include the site attendance to assess and one virtual meeting to discuss. Physical attendance or updates to quotes or invoices are charged as per [POL-008](#).
- A variation to the agreement at the schedule of asset-test-rates (available upon request) will be issued if actual asset quantities tagged at the annual test exceed quoted estimates (or asset quantities provided). This also applies if assets are added (e.g. upgrades, fire orders or new construction).
- Price does not include maintenance tags, anti-tamper seals, pressure test, refill, oil, fuel, bunding, globes, tubes, batteries, logbooks or callouts.
- Batteries in smoke alarms, AS1851 tags, tubes, globes, caps and other minor consumables will be replaced during testing at additional cost as required.
- Price *excludes* extinguisher pressure test, recharge & travel time.
- Price does not include fire dampers, lightweight construction, hoppers, emergency lifts, mechanical-air handling systems, pressurising systems, brigade monitoring or smoke control systems except where stated otherwise.
- Testing of backflow prevention devices is not included unless otherwise specified.
- No allowance has been made for costs, which may be incurred resulting from the presence of asbestos. If asbestos is present on site, a copy of the asbestos register must be provided with the signed agreement. Risk or re-attendance created due to later identification of asbestos is not 2020 Fire Protection's responsibility.
- In the event that 2020 Fire Protection incurs liability (of any type) as a result of discovery of any undisclosed asbestos, the owner must indemnify 2020 Fire Protection for any such liability.
- Price does not include collating or calculating baseline data required for testing or assessment.
- Alarms, where caused by smoke, steam, insects, moisture, lack of maintenance, age, pressure loss, human action or dust are not "false alarms" and remain the sole liability of the building owner.

### **Annual Fire Safety Statement Assessment**

- Endorsing measures on an annual fire safety statement is not included unless stated otherwise and if included, will only be endorsed if deemed to perform.
- Only the measures contracted will be endorsed.
- Signing Section 7, 8 or 9 of the Annual Fire Safety Statement is not included.
- We take no responsibility for fines issued for late or incorrect fire safety statement submission to council.
- Annual fire safety statement fee does not include assessment of items hidden by building works or where plans, asset registers, passive registers or baseline data is unavailable.

- Where others complete repairs, AFSS cannot be endorsed until re-inspection takes place. Additional fees may be applicable. Re-inspection fees are not grounds for non-payment or cancellation.
- Price does not include the assessment, certification or compliance of wall cladding systems.
- Price does not include the assessment, certification or compliance of building components not listed in the annual fire safety statement.
- Hydrostatic testing &/or any testing undertaken in accordance with AS1851 specifically excludes liability for failure of the system under test.
- Our ability to provide an on-time AFSS is reliant on the existing systems performing in accordance with the schedule provided and approvals for repairs received not less than 1 calendar month before AFSS due date.
- Defect reports, quotes, scopes, fire order quotes are not a BCA-Audit nor a building defect assessment. Those services can be offered upon request at additional cost.

### **Repairs/Minor Works**

- Urgent repairs may be carried out up to \$650 + GST without prior approval if required to ensure the system remains operating reliably.
- Should a work order be cancelled, we reserve the right to charge for materials, return fees, labour and admin expended.
- Where a lock is replaced, price does not include re-keying of the lock unless specified in the quote.
- Price excludes Home Owners Warranty (HOW) insurance.
- Works may cause damage around an item being repaired, including concealed spaces. All possible care will be taken; however, 2020 Fire Protection takes no responsibility for the condition or damage to surrounding surfaces or equipment.
- During any drilling into walls, floors or ceilings, we take no responsibility for services hidden or located within or through the penetration.
- Smoke alarm installation where quoted includes connection to an un-switched 240v active within 2 metres only.
- Detection, sprinkler and alarm system installation does not include connection to, or supply of monitoring equipment.
- Detection works does not include concealed space detectors unless detailed plans are provided at time of quote.
- Wiring installation does not include chasing of cables, locating of cables or detectors hidden by building works.
- Twelve (12) months' warranty is provided on all new parts from date of commissioning.
- Warranty provisions are dependent upon regular maintenance work being carried out to the relevant Australian Standard &/or Manufacturer's Recommendations.
- Warranty does not cover work required to be done to repair a defect or damage caused by the Customer's negligence, fault, neglect, abuse, incorrect use, other contractor modification (including programming) or as a result of vandalism, fire, water damage, power surge or other situation outside of 2020 Fire Protection's control or that of the manufacturer.
- The Customer shall inspect all products upon delivery and, within 5 business days of delivery, give written notice if any of the products are not in accordance with the Customer's order.

- Fire door prices are based on re-use of existing door hardware. Should equipment be defective or non-compliant, replacement will be additional.
- Fire Door installation does not include painting/patching of doors/frames/walls.
- New doors are paint grade without mouldings, unless stated otherwise.
- Standard lead-time for the manufacture of fire doors is 15 working days.
- We cannot guarantee that existing door hardware once removed and then refitted will function correctly.
- In the event of new hardware being required, additional cost will apply.
- Non-complying hardware on door sets will not be (re)-installed.
- No allowance is made for new signage or removal and replacement of existing signage on doors unless stated otherwise.
- As-built drawings are only included in our price if stated as being included.
- As-built drawings where included are on the assumption that accurate base-building CAD drawings are supplied to us for this purpose.
- Fit-out pricing assumes there are no special conditions (e.g. incumbent contractor only) relating to drain-down, programming, access &/or isolation of the existing systems.
- Drain-down, isolation or programming of fire systems are based on 2020 Fire completing in-house. If alternate contractors required to be engaged for this purpose, invoices will be on-charged at cost + 20%.
- Sprinkler pricing assumes the block plan is accurate, and the devices and pipes are connected to the correct system shown on that plan.
- Price only covers those items observed on site or addressed in the drawings. Hidden services & works are not included.
- Our price assumes that any WH&S inductions (not inc. White card) will take less than 30 mins per attendee/annum.
- Sprinkler installations & fit-out assume that flexible droppers are permitted.
- Variations issued may not be reassessed after initial approval.

### **Invoicing & Payment Terms**

- Invoices are issued to the client noted in the agreement or work order. No invoices will be issued to any other party unless agreed at time of work order/contract acceptance.
- Amendments or splitting of issued invoices will attract administration fees as per [POL-008 V1](#)
- Trading terms are 30 days from date of invoice. Commissioning, certification &/or AFSS endorsement will not proceed or be issued if unpaid.
- Late Fees: If the customer fails to pay the amount of a claim or invoice in part or in full by the due date and fails to give written notice disputing the claim to 2020 Fire Protection, interest shall be charged at the current Commonwealth Bank Overdraft Index Rate plus 2% per annum.
- Late fees are based on the total amount overdue, using the above rate, calculated monthly on a pro-rata basis until paid in full.
- If invoices for works on a site exceed 45 days overdue, testing will be stopped for the period until invoices are paid. No refund will be given for periods where testing not completed due to non-payment or no access.

**Credit Information**

- a. The Customer acknowledges and agrees that if 2020 Fire Protection requires financial information about the Customer for any credit provision purpose which attracts the operation of the *Privacy Act 1988* (CT), we may collect and disclose commercial credit information about the Customer, and if the Customer is a company, about its directors and officers provided to 2020 Fire Protection in an order or a credit application for determining credit worthiness, obtaining and maintaining a credit information file, and/or for the purpose of collecting outstanding amounts owed by the Customer.
- b. The Customer acknowledges that the granting of credit is at the absolute discretion of 2020 Fire Protection. 2020 Fire Protection may, at its sole discretion, require you to pay the full fee or a percentage of the fee upfront or in advance.