

ROUTINE SERVICE TERMS & CONDITIONS

The following terms and conditions apply to all works and services performed by Sentry Fire Pty Ltd including but not limited to the supply and installation of materials, products and goods necessary for such works and services. Additional terms and conditions may be outlined on any customer quotation document and should be read in conjunction with one another.

Acceptance of these term and conditions is classified as the receipt of any customer quotation, as specified on the quotation.

1. Operating Hours

- a. Normal business hours are between 7:00 am and 3:30 pm Monday to Friday (excluding public holidays). Calls outside normal business hours are considered after hours.

2. Routine Service Contracts

- a. Service contracts entered by Sentry Fire and the customer are fixed for a minimum period of no less than 12-months from the commencement date stipulated on the signed quotation.
- b. Longer term contracts between Sentry Fire and the customer, such as 36 month and 60-month contracts, are fixed for the period stipulated by the customer on the signed quotation.
- c. The customer may provide a minimum of 30-days written notice prior to the 12-month anniversary of any contract.
- d. Should the customer exercise 30-days minimum notice prior to the 12 months anniversary of a long-term contract, that has a 36 or 60 month term discount applied to it. Then the customer will be required to pay back charges for the full 12-month term rate effective from the commencement of the contract.

3. Payment Terms & Pricing

- a. All prices are based on a per annum basis and are subject to CPI increases as applicable.
- b. Prices are subject to change without notice and goods and or services will be charged at the price ruling at the time of invoice.
- c. The customer shall pay Sentry Fire in accordance with the terms set out in the applicable proposal or quotation submitted by Sentry Fire and pursuant to all tax invoices rendered by Sentry Fire.
- d. The customer shall pay each tax invoice of Sentry Fire no later than the due date stipulated on the relevant tax invoice for services rendered.
- e. Routine inspection and testing invoices are issued on the first business day of each month for the current period of testing;
- f. Sentry Fire reserves the right to suspend any works in progress or due to be carried out for the customer immediately upon failure by the customer to pay a tax invoice by the relevant due date of any relevant tax invoice(s) and shall not be obliged to continue with the works or services until the relevant tax invoice(s) have been paid in full.
- g. If Sentry Fire exercises its suspension right under this clause, it must give written notice to the customer to that effect prior to the suspension and must allow the customer a period of a further seven clear calendar days from the date of suspension within which to make the applicable payment.
- h. In the event where the customers overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.
- i. Sentry Fire reserves the right to request payment upfront for services.
- j. Sentry Fire remains the owner of all unpaid products/services and reserves the right to enter premises to reclaim goods, fixtures and fittings that remain unpaid outside our terms.

4. Access & Site Conditions

- a. Quotations, repairs and routine maintenance pricing is based on clear and unimpeded access to the property or area of works, continuity of work without lost time due to circumstances beyond our control.
- b. Return visits required to fulfil Sentry Fire statutory requirements will be absorbed at the cost to the client.
- c. The customer shall ensure that existing work conditions at the site shall provide a suitable base for the works and services.
- d. Sentry Fire shall not be required nor be obliged to carry out the works or the services over such existing or previous work if in Sentry Fire's sole and absolute discretion such existing or previous work or conditions is or are unsuitable.
- e. Sentry Fire reserves the right to charge for any delay or disruption where the delay and distribution is solely caused by the customer.
- f. Access to detectors: Unless otherwise stated, the prices for annual testing services under this agreement does not include testing of detectors to which access is not readily available to a person by safe use of a step ladder not exceeding 3.0 m in height or our existing detector testing equipment. In such an event service work on these detectors will not be carried out. Should the Client require this service work to detectors so located then either the Client shall provide suitable means of access or Sentry Fire shall be entitled to additional payment for the work unless specifically noted.
- g. Should access to a property be denied following such arrangement, without adequate notice having been given, Sentry Fire reserves the right to make additional charges for time lost or the test will be documented as No Access Given

5. Logbooks & Reporting

- a. Logbooks records will be emailed with each testing report following completed testing.
- b. AS1851-2012 Logbooks will be provided digitally via the bSecure QR code at each property and via the customer portal and via email.
- c. The supply of mechanical services logbooks is not included in standard fee proposals and will be invoiced to the customer when required, due to damage, misplacement or renewal.
- d. The supply of exit & emergency Lighting logbooks is not included in standard fee proposals and will be invoiced to the customer when required, due to damage, misplacement or renewal.
- e. Inspections and reports will not include possible defects to Essential Safety Measures in inaccessible parts of the building or defects not apparent on visual inspection from floor level or where access cannot be provided.
- f. Annual Essential Safety Measures Reports are excluded from fee proposals unless otherwise specified in writing under the pricing schedule.

6. Subcontracts

- a. Sentry Fire shall have the right to engage any suitably qualified person, business or corporation to perform any part or parts of the works or services under its supervision, subject to the requirement that Sentry Fire specifies the method and manner in which the part or parts is or are to be carried out and that Sentry Fire adequately supervises the performance of the part or parts of the works or services.

7. Liabilities

- a. Whilst Sentry Fire will endeavour to effect delivery by the given date Sentry Fire shall not be liable for any penalties or damages for failure to deliver within the time stated due to circumstance beyond Sentry Fire's control.
- b. Sentry Fire is not liable for any cost(s) associated to fire alarms resulting in brigade attendance charges from MFB or CFA.
- c. Sentry Fire is not liable for penalties or rectification of notices issued by councils or other public authorities associated to unrectified our outstanding non-compliances at the customers property.

8. Exclusions

- a. Onsite repairs and/or detailed investigations during routine inspection and testing attendances.
- b. System Interface Testing with other trades such as but not limited mechanical, lifts, security, unless specified. These works are to be quoted prior to scheduling or carried out in a do and charge manner at the cost of the customer.
- c. Five (5) Yearly and above routine testing activities for any systems included on the quotation.
- d. Inspections or testing of system considered to be a part of sole occupancy units, private apartments or individual tenancies unless specified in proposal.
- e. Any works to be performed outside of Sentry Fire's normal operating hours (7.00am – 3.30pm) Monday to Friday, unless otherwise specified.
- f. Provision of elevated work platform, scaffolding or access equipment to complete any part of Sentry Fire's scope unless specified.
- g. Hazardous or unsafe works such as exposure to asbestos, toxic chemicals and materials, including any works that present a health and safety hazard to Sentry Fire employees or subcontractors.
- h. Building or structural works of any kind, including patching and painting.
- i. Building permits or independent certifications unless specified
- j. Periodic inspections of bin chutes.
- k. Mechanical services unless specified in the proposal
- l. Supply and installation of Essential Safety Documents Cabinet unless specified

9. E&OE - Version 17.1 - January 2017