

# Cairns Smoke Alarms Pty Ltd

## Terms and Conditions of Service

Cairns Smoke Alarms Pty Ltd (ACN 663 056 764) as trustee for Cairns Smoke Alarms Unit Trust (ABN 80 996 283 882)

Address: 13 Douglas Track Rd, Kamerunga QLD 4870 | Email: info@cairnssmokealarms.net | Phone: 1300 559 475

These Terms of Service govern the sale, installation, upgrade, inspection, maintenance and servicing of smoke alarms, electrical work, air conditioning cleaning, safety switch testing, compliance services and related services provided by the Company. By engaging the Company, submitting a work order, approving a quotation, paying an invoice, requesting a Service, or allowing the Company to attend a property, the Customer agrees to be bound by these Terms.

These Terms are intended to apply to property owners, landlords, managing agents, customers, occupants and any person or entity engaging the Company. Where a managing agent engages the Company, the managing agent warrants that it has authority to do so on behalf of the property owner.

## 1. Definitions

In these Terms, unless the context otherwise requires:

**2022 Qld Legislation:** means the Fire and Emergency Services Act 1990 (Qld), as amended by the Fire and Emergency Services (Domestic Smoke Alarms) Amendment Act 2016 (Qld), together with applicable requirements under the Building Fire Safety Regulation 2008 (Qld), the Building Regulation 2021 (Qld), the Electrical Safety Act 2002 (Qld), AS 3786-2014 and any amendment, replacement, subordinate legislation, code, regulation or standard applicable from time to time.

**Agent:** means the duly authorised property manager or representative responsible for managing a property or arranging Services on behalf of the owner.

**Annual Fee:** means the annual fee payable for an Enrolled Property for the Services provided under an Annual Subscription, as notified by the Company from time to time.

**Annual Subscription:** means the annual service arrangement under which an Eligible Property is enrolled to receive the Services described in these Terms.

**Australian Consumer Law or ACL:** means Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.

**Bedroom:** means a liveable or habitable space that is enclosed by a door, equipped with a window or skylight, has walls that connect with the ceiling, and includes a built-in wardrobe where such fixtures are otherwise present in the property, excluding garages and areas that are plainly non-habitable. The Company may also treat any area being used, or highly likely to be used, as a sleeping area as a bedroom for smoke alarm assessment purposes.

**Building Compliance Certificate:** means a certificate issued by a building certifier or other authorised person concerning building, construction, renovation, fire safety or related compliance. A Smoke Alarm Compliance Report issued by the Company is not a Building Compliance Certificate.

**Commencement Date:** means the date on which the Annual Subscription commences for an Enrolled Property, subject to the Initial Inspection and subscription commencement provisions in these Terms.

**Company:** means Cairns Smoke Alarms Pty Ltd (ACN 663 056 764) as trustee for Cairns Smoke Alarms Unit Trust (ABN 80 996 283 882), trading as Cairns Smoke Alarms, and includes its officers, employees, contractors, subcontractors and authorised representatives where the context permits.

**Consequential Loss:** means any indirect, consequential, special, economic or incidental loss, including loss of profits, loss of rent, loss of income, loss of opportunity, loss of business, loss of reputation, loss of bargain, loss of actual or anticipated savings, penalties, fines, business interruption, third-party claims and any loss that is one step removed from the performance or non-performance of the Services.

**Customer or You:** means the property owner, landlord, Agent, managing agent, previous owner, occupier, entity, or other person who engages the Company, requests Services, approves works, submits a work order, pays or is liable to pay an invoice, or otherwise obtains the benefit of the Services.

**Electronic Communication:** means email, SMS, online forms, portals, messaging systems, work order platforms and any other electronic messaging or communication method used by the parties.

**Eligible Property:** means a property in Queensland that is not an Excluded Property and is a property type ordinarily serviced by the Company, including a domestic residential dwelling under Class 1a or Class 2 sole occupancy classifications under the Building Code of Australia, subject to any amendments or replacements.

**Enrolled Property:** means an Eligible Property accepted by the Company for an Annual Subscription after the Initial Inspection requirements and any rectification or upgrade requirements have been satisfied.

**Excluded Property:** means a property excluded from Services because it is not an Eligible Property, is not within a property type serviced by the Company, has not been properly enrolled, has been suspended or terminated, has changed management without proper notice, is unsafe, is unsuitable for servicing, has unpaid invoices, or is otherwise excluded under these Terms.

**Excessive Alarm Faults:** means repeated faults, nuisance alarms or attendances relating to a smoke alarm system, particularly a third-party installed, mixed-brand, incompatible, inferior or unsuitable system, which require more than two attendances within a 12-month period or otherwise become commercially or operationally unreasonable in the Company's opinion.

**Inferior Alarm System:** means a smoke alarm, alarm system or combination of alarms that the Company considers unsuitable, unreliable, incompatible, low quality, prone to nuisance alarms, unsuitable for Far North Queensland environmental conditions, installed by a third party to a standard not recommended by the Company, mixed-brand within an interconnected system, outdated, unsupported, or otherwise not suitable for ongoing servicing by the Company.

**Initial Inspection:** means the first attendance or assessment undertaken by the Company for a property to determine smoke alarm compliance, suitability for Annual Subscription, alarm brand, model, connectivity, interconnection type, age, expiry dates, operational status, location, compliance issues, upgrade requirements and whether the property can be accepted as an Enrolled Property.

**Law:** means all applicable statutes, regulations, codes, standards, by-laws, orders, instruments and subordinate legislation, including the Australian Consumer Law, Smoke Alarm Laws, electrical safety laws, tenancy laws and any amendment, replacement or re-enactment.

**Liability:** means any liability, claim, demand, loss, damage, cost, expense, compensation, obligation, debt or responsibility, whether direct, indirect, present, future, contingent, actual, known or unknown.

**Low Voltage System:** means a 12v or 24v smoke alarm, smoke detection device or smoke alarm system, including low voltage systems connected to security or fire systems.

**Non-Warranty Fault:** means any fault, issue, alarm activation, nuisance alarm, system behaviour or service requirement not covered by manufacturer warranty or Company workmanship warranty, including humidity, insects, dust, steam, cooking fumes, tenant misuse, tenant interference, failure to clean, failure to follow troubleshooting, inferior alarms, mixed systems, incompatible systems, third-party installation issues, external causes, power surges, environmental conditions and issues caused by anyone other than the Company.

**Service or Services:** means any service supplied by the Company, including smoke alarm installation, testing, servicing, cleaning, upgrade, compliance inspection, compliance reporting, electrical work, air conditioning cleaning, safety switch testing, site attendance, troubleshooting, advice, quotation, rectification work and any related service.

**Smoke Alarm Compliance Report:** means the Company's report recording the smoke alarm compliance status of the property at the time of inspection, including brand, model, age, expiry, location, number of alarms, connectivity, condition, recommendations and assessment. It is not a Building Compliance Certificate, is not legal advice and reflects the Company's opinion at the time of attendance.

**Smoke Alarm Laws:** means all laws, regulations and standards governing smoke alarms in Queensland, including the Fire and Emergency Services Act 1990 (Qld), the Fire and Emergency Services (Domestic Smoke Alarms) Amendment Act 2016 (Qld), the Building Fire Safety Regulation 2008 (Qld), the Building Regulation 2021 (Qld), the Electrical Safety Act 2002 (Qld), AS 3786-2014 and any successor, amendment or replacement.

**Upgrade:** means the replacement, relocation, installation, rectification, removal, testing or improvement of smoke alarms or smoke alarm system components required or recommended to achieve or maintain compliance or reliability.

**Upgraded Property:** means a property that has had smoke alarms upgraded or rectified to the Company's satisfaction in accordance with Smoke Alarm Laws and these Terms.

## 2. Scope of Services

The Company offers a range of compliance, electrical and property safety services, including but not limited to:

- smoke alarm installation, upgrades, servicing, testing and maintenance;
- smoke alarm compliance inspections and reporting;
- lease event compliance services;
- home seller compliance checks;
- homeowner safety checks;
- electrical services and related electrical works;
- air conditioning cleaning;
- safety switch sighting and safety switch function testing where requested;
- corded blind compliance checks where offered as an add-on service;
- fault finding, troubleshooting and related property compliance services.

Services may be provided on an Annual Subscription basis or a Pay-Per-Service basis. All prices are inclusive of GST unless expressly stated otherwise.

As part of the Services, the Company will provide a Smoke Alarm Compliance Report for any lease event, change in compliance status or once annually, whichever occurs first. The report records the Company's assessment of smoke alarm compliance and may include the brand, model, age, expiry dates, location, interconnection, number and condition of alarms at the property.

A Smoke Alarm Compliance Report is not a Building Compliance Certificate and cannot be used as such. The report is based on the Company's opinion, experience and understanding of Smoke Alarm Laws at the time of inspection. It does not constitute legal advice.

### 2.1 Annual Subscription Service Inclusions

The Annual Subscription is designed to assist property owners and managing agents to maintain smoke alarm compliance for Enrolled Properties. Subject to these Terms, the Annual Subscription includes:

- inspection, testing, servicing and maintenance necessary for lease events, including new leases and lease renewals;
- a minimum attendance of once per annum for servicing, cleaning and applicable 9v battery changing;
- annual inspections for owner occupied properties and holiday lets where applicable;
- Smoke Alarm Compliance Reports as described in these Terms;
- telephone or electronic troubleshooting support for falsely sounding alarms;
- attendance for valid warranty-related faults where the issue is covered by manufacturer warranty or Company workmanship warranty.

Wall remote battery changes and Matelec FSA60000 lithium battery changes are not included in the Annual Subscription. Wall remote battery changes may be carried out for a fee of \$20 per unit. Matelec FSA60000 lithium battery changes may be carried out for a fee of \$30 per unit. These charges may be amended by the Company from time to time.

#### Unlimited visits limitation

Any reference to unlimited visits, unlimited attendances or similar wording applies only to inspections and attendances necessary to maintain compliance with Smoke Alarm Laws and to valid warranty-related issues. It does not apply to Non-Warranty Faults, avoidable callouts, environmental alarm activations, tenant-caused issues, access failures, inferior alarm systems, third-party systems or attendances outside the scope of the Annual Subscription.

#### Non-warranty callout structure

Where the Company attends a property and determines that the issue is a Non-Warranty Fault, the following callout structure applies:

- First year of subscription: one non-warranty callout is included only during the first year of the subscription.
- Renewal periods: no non-warranty callouts are included after the first year or during any renewal period.
- Urgent non-warranty attendance: \$99.
- Scheduled run-based non-warranty attendance: \$49.

All callout classifications, including whether a callout is urgent, scheduled, run-based, warranty or non-warranty, are determined at the sole discretion of the Company. The Company may consider urgency reported, risk, safety,

technician availability, operational capacity, geographic scheduling, service run efficiency, system history, troubleshooting results and any other matter the Company considers relevant.

A request marked urgent by a Customer, Agent, tenant or occupier does not guarantee classification as an urgent callout by the Company. The Company reserves the right to determine the appropriate priority, response time and classification.

Callout fees cannot always be assessed before attendance. The Customer acknowledges that the Company may need to attend the property and inspect the issue before determining whether the attendance is warranty or non-warranty and whether fees apply.

### **What is not covered by Annual Subscription**

The Annual Subscription does not include, and additional charges may apply for:

- humidity, moisture, insects, dust, dirt, steam, cooking fumes, airflow or other environmental causes of nuisance alarms;
- tenant actions, misuse, interference, damage, removal, failure to clean, failure to maintain or failure to follow troubleshooting instructions;
- incorrect or incomplete work order information, incorrect tenant details, incorrect lease dates, incorrect keys, missing keys, no access, locked premises, refusal of access, inaccessible areas or unsafe conditions;
- unrestrained, aggressive, unsafe or unmanaged animals preventing safe access;
- third-party systems, mixed-brand systems, incompatible systems, inferior alarm systems or systems not installed by the Company;
- wall controllers, wall remote battery replacement or repair unless separately charged;
- Matelec FSA60000 lithium battery replacement unless separately charged;
- attendance solely to verify work completed by a third party;
- attendance solely to replace a battery that the tenant or owner is responsible for replacing;
- any site visit requested by the Customer not related to the included Annual Subscription scope.

### **Troubleshooting requirement**

Reports of false alarms do not automatically result in a site visit. The Company may require structured troubleshooting with the tenant, occupier, Customer or Agent before dispatching a technician. This is necessary because many false alarms are caused by environmental conditions, insects, dust, steam, tenant actions or failure to maintain alarms. Identifying the triggering alarm in an interconnected system is critical because all alarms may sound even though only one alarm triggered the system.

If troubleshooting is refused, incomplete or not properly undertaken, and the Company attends to find that the alarm is dirty, insect affected, contaminated, tampered with, damaged, functioning correctly, affected by humidity or otherwise non-warranty, a callout fee may apply.

## **2.2 Delivery of Services**

The Company will use reasonable endeavours to provide the Services within a reasonable timeframe having regard to service demand, geographic scheduling, technician availability, operational capacity, access requirements and any matter outside the Company's control.

The Customer acknowledges that any dates or timeframes provided for delivery of Services are estimates only and do not constitute a guarantee. Nothing in these Terms commits the Company to perform Services by a fixed date or time unless expressly agreed in writing by the Company.

The Company is not liable for delay, failure to attend, inability to complete Services or missed proposed dates caused by:

- failure to provide complete, accurate or timely work order information;
- incorrect tenant details, missing tenant details, incorrect lease dates or incomplete access instructions;
- failure to provide access, incorrect keys, missing keys, locked doors or blocked access;
- tenant unavailability, refusal of entry or failure to cooperate;
- unsafe conditions including unrestrained animals;
- weather, flooding, road closures, natural events, supply issues or third-party delays;
- unreasonable due dates or work orders that do not allow adequate time to schedule attendance;
- changes in Law, emergency works, workload, staffing or operational constraints.

Where reattendance, delay or additional administration is required due to any matter listed above, additional callout fees, administrative fees or other charges may apply.

### 2.3 Work Order Requirements

The Company requires a work order, written request or other accepted written instruction before attending a property, unless the Company agrees otherwise. The work order or request must contain sufficient information for the Company to lawfully, efficiently and safely perform the Services.

A work order or written request must include, where applicable:

- reason for attendance;
- full property address;
- property type and any relevant layout information;
- lease renewal date, new lease date or relevant lease event date;
- current tenant name, mobile number and email address;
- previous tenant and new tenant details for new lease or changeover circumstances where required;
- vacancy dates for vacant properties and holiday lets;
- confirmation of authority to enter or arrange access;
- confirmation whether smoke alarms are believed to be compliant or require upgrade;
- any known access instructions, hazards, animals, gate codes, keys or site-specific issues;
- written request for safety switch function testing if required.

The Company does not automatically carry out inspections upon payment of an Annual Subscription. Smoke alarm inspections for lease events must be scheduled according to applicable legal timing requirements and the Company must receive required lease dates and access information to schedule attendance.

The Customer acknowledges that the Company relies on information, documents and materials provided by the Customer, Agent, tenant or other representative. The Company is under no obligation to verify the accuracy, completeness or timeliness of that information and accepts no Liability for issues arising from inaccurate, incomplete, delayed or misleading information.

The Company will not attend an inspection where the Company requires confirmation that the property is compliant or requires an upgrade quote and such confirmation or approval has not been provided. Where the Company attends and cannot complete the Services because required information or access was inaccurate, incomplete or unavailable, a callout fee may apply.

By submitting a work order, the Customer authorises the Company to attend the property, contact tenants or occupiers where necessary, issue or rely on entry notices where applicable, collect keys where required and perform the Services within the scope of the request and these Terms.

### 2.4 Tenant Obligations Regarding Smoke Alarms

The Customer acknowledges that tenants have obligations under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and related materials, including obligations not to remove, interfere with or reduce the effectiveness of smoke alarms and to test and clean smoke alarms as required.

Tenants must not remove, cover, paint, damage, disconnect or otherwise reduce the effectiveness of smoke alarms except where expressly permitted by law and in accordance with the Company's instructions or manufacturer instructions. If a tenant removes an alarm during troubleshooting, the removal must be temporary and the alarm must be reinstated as soon as practicable unless the Company advises otherwise.

A callout fee may apply where attendance is required because a tenant:

- refuses or fails to follow troubleshooting instructions;
- removes, damages, tampers with or fails to reinstall an alarm;
- fails to clean or maintain an alarm as required;
- creates or contributes to a risk or issue at the property;
- prevents access or creates unsafe conditions, including by failing to restrain animals.

If the Company attends and determines that an alarm is faulty and covered under warranty, no non-warranty callout fee will apply for that warranty issue. If the alarm is functioning correctly or the issue is due to environmental conditions, tenant actions, contamination, insects, dust, humidity, misuse or failure to troubleshoot, a non-warranty callout fee may apply.

## **3. Initial Inspection and Subscription Commencement**

### **3.1 Requirement for Initial Inspection**

All properties must undergo an Initial Inspection by the Company before being accepted as an Enrolled Property under the Annual Subscription Service. The Initial Inspection is used to determine compliance, alarm condition, suitability, system reliability and whether the property meets the Company's requirements for ongoing servicing.

The Initial Inspection may include gathering information about alarm brands, models, connectivity, interconnection type, installation locations, expiry dates, age, condition, compliance status, defects, system compatibility, recommended works and whether the system is suitable for Far North Queensland conditions.

### **3.2 No responsibility before compliance**

The Customer acknowledges and agrees that the Company accepts no responsibility for smoke alarm compliance, and the Annual Subscription does not commence, until the Initial Inspection has been completed and the property has been confirmed as compliant by the Company, or any required rectification or upgrade works have been approved, completed and verified by the Company.

If the property is non-compliant at Initial Inspection, responsibility for compliance remains with the property owner until required works are approved, completed and verified. The Company is not liable for any non-compliance, delay, penalty, fine, loss, rent issue or claim arising before compliance has been confirmed.

### **3.3 Non-compliance or inferior systems identified**

Where the Initial Inspection identifies non-compliance, defective alarms, non-functional alarms, expired alarms, inferior alarm systems, unsuitable systems, mixed systems, third-party installation issues or systems unsuitable for Far North Queensland conditions, the Company may provide a written report and issue a quotation for recommended rectification or upgrade works.

Where the Customer has provided pre-approval, the Company may carry out required rectification or upgrade works at the time of attendance and commence the Annual Subscription after compliance is confirmed. Where approval has not been provided, the Company may defer commencement, issue a quote and charge an inspection callout fee for attendance.

### **3.4 Recommended systems**

The Company may recommend Brooks Smoke Alarms as its preferred system and Red Smoke Alarms (Professional / Original series) as a secondary option. Recommendations may be based on reliability, environmental suitability, system compatibility, supportability and long-term performance in Far North Queensland conditions.

### **3.5 Approval and pre-approval of rectification works**

The Customer must provide approval for required works before the Company proceeds, unless pre-approval has been given. The Customer may provide pre-approval authority allowing the Company to carry out rectification or upgrade works up to a specified dollar limit or, if no amount is specified, up to a default amount equivalent to the Company's standard callout value.

Pre-approval may be provided by written instruction, email, work order note, service agreement, online form or pre-approval form issued by the Company. If the cost of works is likely to exceed the pre-approved amount, the Company may seek further approval before proceeding, unless the work is required immediately by Law or safety requirements and the Company elects to proceed within its lawful discretion.

### **3.6 Where approval is not provided**

If the Customer does not approve required rectification or upgrade works, the property will not be enrolled as an Enrolled Property and the Annual Subscription will not commence. The Company may charge an inspection callout fee for the Initial Inspection attendance and any further attendance required to reassess or verify compliance.

### **3.7 Deferred commencement**

Where rectification or upgrade works are required, the Annual Subscription commences only after the works are completed and the property passes a compliance inspection or is otherwise confirmed as compliant by the Company. The Company is not liable for any period before commencement.

### **3.8 Continued use of inferior or non-compliant systems**

If the Customer elects to retain inferior, unsuitable, non-recommended, mixed-brand, third-party or non-compliant systems, ongoing servicing is at the Customer's risk. The Company is not responsible for nuisance alarms, repeated faults, incompatibility issues, failure to maintain compliance, environmental sensitivity or repeat attendance arising from such systems. Additional callouts and charges may apply.

### **3.9 Refusal to service and refund**

The Company may refuse to provide or continue Services where systems are unsuitable, excessive faults occur, safety risks exist, invoices remain unpaid, required works are not approved, access cannot be obtained, or continued servicing is not commercially or operationally viable.

Where the Company refuses to continue an Annual Subscription after fees have been paid, any refund will be calculated on a pro-rata basis less a \$30 administration charge. If the administration charge and applicable deductions equal or exceed the amount otherwise refundable, no refund will be payable. No refund is payable where Services have been fully provided or where a refund is not required by Law.

### **3.10 No guarantee without rectification**

The Company does not guarantee compliance, reliability, fault-free operation or ongoing suitability where recommended works are not completed or where the Customer retains inferior, non-recommended or unsuitable systems. The property owner remains responsible for compliance with Law.

## **4. Access to Property**

### **4.1 Customer responsibility for access**

The Customer must ensure that the Company is provided with safe, lawful and reasonable access to the property at the scheduled time. This includes ensuring tenants have been notified, keys are available, access instructions are current, all relevant areas are accessible and the property can be accessed without obstruction or unsafe conditions.

### **4.2 Tenancy compliance**

Where the property is tenanted, the Customer must ensure that entry notices and access arrangements comply with the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and any other applicable tenancy requirements. The Company is not responsible for the Customer's or Agent's failure to arrange lawful access.

### **4.3 Failed access**

Access will be deemed to have failed where the Company cannot complete the Services due to tenant absence, refusal of entry, incorrect or missing keys, locked premises, incorrect access instructions, unsafe or inaccessible areas, blocked access, unrestrained animals or any other circumstance preventing safe or lawful completion. Where access fails, a callout fee may apply.

### **4.4 Safety of technicians and animals**

The Company has an obligation to protect the health and safety of its technicians. The Company may refuse entry, leave the property or cease work immediately if a technician reasonably believes conditions are unsafe. Unsafe conditions include unrestrained or aggressive animals, hazardous environments, unsafe electrical conditions, restricted access, aggressive occupants or any situation presenting a risk.

Where animals are present, they must be adequately restrained or removed before attendance. The Company is not responsible for handling, moving or managing animals. If a technician determines that an animal is unsafe or inadequately restrained, the technician may refuse entry or abort the service. A full callout fee may apply, including where reattendance is required.

### **4.5 Clear work areas**

The Customer must ensure that work areas are accessible and that alarms, switchboards, air conditioners and relevant equipment can be accessed safely. Failure to clear work areas may result in incomplete service, further attendance and additional charges.

## **4.6 No liability for access issues**

The Company is not liable for delays, missed compliance timeframes, additional costs, rent issues, tenant issues, penalties or claims arising from failure to provide safe, lawful and reasonable access.

## **5. Standard Operating Procedures**

### **5.1 General approach**

The Company provides Services in accordance with industry practice, applicable Law and internal procedures developed from servicing properties in Far North Queensland. The Customer acknowledges that smoke alarm systems can be affected by environmental conditions and that not all faults indicate defective equipment.

### **5.2 Common causes of alarm activation**

Common causes of alarm activation include humidity, moisture, insects, dust, contamination, cooking fumes, steam, air movement, fans, air conditioning, drafts, power issues, tenant interference, failure to clean and unsuitable or inferior alarm systems.

### **5.3 Mandatory troubleshooting**

Before dispatching a technician, the Company may require the Customer, Agent, tenant or occupier to identify the triggering alarm, describe the issue, follow troubleshooting steps, clean or reset alarms as instructed, provide photos or videos, confirm alarm positions and provide relevant property information.

Failure to follow troubleshooting may result in unnecessary callouts, unresolved issues or repeat attendance. A callout fee may apply where attendance is required because troubleshooting was refused, incomplete or incorrect.

### **5.4 Identification of fault**

Where a fault is reported, the Customer or occupier must, where reasonably possible, identify which alarm activated, whether the alarm is beeping, chirping or sounding continuously, and whether recent events such as cooking, cleaning, humidity, insects, power outage, renovation or tenant action may have contributed.

### **5.5 Dispatch control**

The Company will determine whether attendance is required based on information provided, troubleshooting results, system history, environmental conditions and operational capacity. The Company may delay or decline attendance until sufficient information is provided and may classify attendance as warranty or non-warranty.

### **5.6 Repeat callouts**

Repeat callouts caused by environmental conditions, inferior alarm systems, tenant behaviour, failure to follow instructions, failure to approve upgrades, third-party installation issues or incompatible systems will be treated as non-warranty and charged accordingly.

### **5.7 Tenant responsibilities**

Tenants are expected to test and clean smoke alarms as required, not interfere with smoke alarms, report faults promptly, follow the Company's troubleshooting instructions and avoid conduct that reduces the effectiveness of alarms. Where a callout arises due to tenant failure to meet these obligations, a callout fee may apply.

### **5.8 No guarantee without rectification**

Ongoing issues may not be resolved unless recommended upgrades, cleaning, environmental control or rectification works are completed. The Company is not responsible for continued faults where recommended action is not taken.

### **5.9 Environmental limitations**

The Customer acknowledges that Far North Queensland environmental conditions, including humidity and insects, may increase nuisance alarm risk. The Company is not responsible for nuisance alarms caused by environmental factors where alarms are compliant or where the Customer has declined recommended upgrades.

## 5.10 Record keeping

The Company may keep records of inspection results, alarm brands, models, expiry dates, system configurations, reported faults, service history, tenant communications and troubleshooting. The Company may rely on these records to determine service requirements, fault classification, callout charges and liability.

## 6. Upgrading Smoke Alarms

### 6.1 Compliance requirements

Smoke alarm systems must comply with Smoke Alarm Laws. Requirements may change over time and properties may need to be upgraded to comply with current legal requirements or Company service standards.

### 6.2 Upgrade requirements

The Company may determine that upgrades are required where alarms are non-compliant, expired, near expiry, defective, unreliable, not interconnected as required, incorrectly located, incompatible, mixed-brand, installed by third parties, unsuitable for the environment or classified as an Inferior Alarm System.

### 6.3 Recommended systems

The Company may recommend Brooks Smoke Alarms as the preferred system and Red Smoke Alarms (Professional / Original series) as the secondary option based on reliability, compatibility, environmental performance and serviceability.

### 6.4 Quotation and estimated costs

Where upgrades are required, the Company may provide a quote or estimate outlining scope, recommended systems and cost. Cost estimates may include ranges for pre-approval purposes. Final costs may vary if additional alarms, relocation, wiring, access equipment, two-person attendance or other works are required.

### 6.5 Pre-approval and on-site works

Where pre-approval has been granted, the Company may carry out upgrade or rectification works during the Initial Inspection or other attendance and complete compliance requirements without delay. This may allow the Annual Subscription to commence once compliance is confirmed.

### 6.6 Failure or refusal to upgrade

If the Customer declines or fails to approve recommended upgrades, the property may remain non-compliant or unreliable. The Company is not responsible for compliance, nuisance alarms, repeated faults, tenant issues, penalties or losses arising from the Customer's refusal or delay. Additional callouts and charges may apply.

### 6.7 Excessive faults and refusal to service

Where a property experiences Excessive Alarm Faults, the Company may require system upgrades, charge for further attendances, refuse to continue servicing the property or terminate the Annual Subscription in accordance with these Terms.

### 6.8 Additional alarms or unexpected requirements

The Company may base quotes on information available at the time, including floor plans, work orders, online information, third-party information or site observations. If the Company attends and determines that additional alarms, relocation or other works are required to achieve compliance, those works are chargeable in addition to any original quote unless expressly included.

### 6.9 Additional or unnecessary alarms

If the primary smoke alarm system is compliant and additional alarms are present, the Company may service operational additional alarms within service life. Non-operational or expired additional alarms may be removed and noted in the Smoke Alarm Compliance Report. The Company is not required to replace additional alarms beyond the core compliant system unless agreed and charged.

## **6.10 Low voltage and fire panel systems**

The Company does not test, service or maintain 12v or 24v smoke alarms, low voltage systems, fire panels or smoke alarms connected to fire panel systems unless expressly agreed in writing. If the Company attends and determines that the system is a Low Voltage System or fire panel connected system outside the Company's service scope, the Company may decline work and charge a callout fee.

## **7. Fees and Charges**

### **7.1 General fees**

The Customer must pay all fees for Services provided, including Annual Subscription Fees, callout fees, upgrade works, rectification works, additional services, replacement parts, batteries, reattendance fees, travel fees, urgent fees, out-of-hours fees and any other charges under these Terms.

### **7.2 Annual subscription fees**

Annual Subscription Fees are payable per Enrolled Property and apply for a 12-month period from the Commencement Date unless terminated in accordance with these Terms. Subscriptions may renew annually unless cancelled in writing before renewal in accordance with the Company's requirements.

### **7.3 Additional fees**

Additional fees may apply for urgent attendance, scheduled non-warranty attendance, out-of-hours work, travel outside the standard area, two-person attendance, battery replacement not included in the Annual Subscription, wall remote batteries, Matelec FSA60000 lithium batteries, relocation, additional alarms, third-party verification, failed access, unsafe animals, incorrect information, reattendance and any work outside the included Services.

### **7.4 Emergency and travel fees**

Out-of-hours emergency attendance may incur a fee of \$150. Attendance more than 75km from Cairns CBD may incur a travel surcharge of \$75. These fees may be charged in addition to any other applicable charges unless the Company agrees otherwise.

### **7.5 Payment terms**

Invoices are payable within 14 days of the invoice date unless otherwise agreed in writing. The Customer must pay invoices without deduction, withholding, set-off or counterclaim.

### **7.6 Late payment and recovery**

If payment is not received by the due date, the Company may suspend or withhold Services, place work orders on hold, charge interest or administrative fees, recover debt collection costs, recover legal costs and take any other lawful recovery action. The Customer agrees to pay all reasonable costs incurred by the Company in recovering overdue amounts.

### **7.7 Responsibility for payment**

The property owner is responsible for payment of all fees, including fees arising from tenant conduct or access issues. Any recovery by the owner or Agent from a tenant is a matter between those parties and does not affect the Customer's obligation to pay the Company.

### **7.8 Pricing changes and errors**

The Company may adjust fees from time to time with notice where required. The Company may correct pricing or administrative errors at any time, including after quotation or invoice, where an error is identified.

### **7.9 Refunds**

Refunds are not provided except where required by Law or expressly provided in these Terms. Where a pro-rata refund is applicable, a \$30 administration fee applies and no refund is payable if the calculated amount is zero or negative.

## **8. Warranties**

### **8.1 Australian Consumer Law**

Nothing in these Terms excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable Law.

### **8.2 Workmanship warranty**

The Company warrants that Services will be performed with due care and skill and in accordance with applicable Law and industry standards. The Company's workmanship warranty applies for 12 months from completion of the relevant Service unless otherwise required by Law.

### **8.3 Exclusions from workmanship warranty**

The workmanship warranty does not cover normal wear and tear, battery depletion, expired alarms, environmental conditions, humidity, insects, dust, contamination, tenant misuse, failure to maintain, third-party modifications, inferior systems, damage caused by fire, flood, lightning, power surge, storm, external causes, force majeure, or work performed by anyone other than the Company.

### **8.4 Manufacturer warranties**

Products supplied by the Company are subject to manufacturer warranties and the Australian Consumer Law. The Company is not the manufacturer and does not provide any product warranty beyond applicable manufacturer warranty, ACL rights and the Company's workmanship warranty.

### **8.5 Warranty assessment and disputes**

Where a warranty issue is alleged, the Company may inspect, remove, test or return the product to the manufacturer for assessment. The Customer agrees that the manufacturer's determination as to whether the fault is covered by warranty may be relied upon by the Company. If warranty is not accepted or the issue is found to be non-warranty, callout, labour, replacement and material charges may apply.

### **8.6 Non-warranty issues**

Non-warranty issues include environmental causes, tenant actions, failure to clean, failure to maintain, incorrect installation by third parties, incompatible systems, inferior systems, supply interference, power surges, storm damage, water ingress, insects, humidity and battery changes not included in the Annual Subscription.

### **8.7 No guarantee of fault-free operation**

The Company does not warrant that alarms will operate without nuisance activation or interruption where affected by environmental conditions, tenant conduct, inferior systems, system age, third-party work or matters outside the Company's control.

## **9. Liability**

### **9.1 ACL preserved**

Nothing in these Terms excludes, restricts or modifies any rights that cannot lawfully be excluded under the Australian Consumer Law or other applicable Law.

### **9.2 Limitation of liability**

To the maximum extent permitted by Law, the Company's liability is limited to re-supplying the Services or paying the cost of having the Services supplied again, at the Company's discretion. The total liability of the Company for any claim will not exceed the amount paid by the Customer for the Services giving rise to the claim.

### **9.3 Consequential loss**

To the maximum extent permitted by Law, the Company is not liable for Consequential Loss, including loss of rent, loss of income, business interruption, fines, penalties, loss of opportunity, loss of reputation, tenant claims, property manager claims, landlord claims, indirect damage or third-party claims.

This includes claims such as tenant claims for loss or damage to belongings allegedly caused by alarm failure, landlord claims for fines, lost rent or non-compliance penalties, and property manager claims for indirect or secondary damages arising from the Services.

#### **9.4 No liability before compliance**

The Company is not liable for smoke alarm compliance before completion of the Initial Inspection and confirmation of compliance, or where recommended rectification or upgrade works have not been approved, completed and verified.

#### **9.5 Environmental and system limitations**

The Company is not liable for nuisance alarms, repeat faults, environmental activation, humidity, insects, dust, contamination, airflow, inferior alarm systems, third-party systems, mixed-brand systems, incompatibility or performance issues arising from systems outside the Company's recommended standards.

#### **9.6 Tenant and third-party actions**

The Company is not liable for tenant misuse, tenant interference, tenant removal, failure to maintain, failure to clean, failure to follow instructions, third-party installations, modifications, repairs or any act or omission of a person other than the Company.

#### **9.7 Access and information issues**

The Company is not liable for delay, missed compliance deadlines, penalties, claims, rent issues or losses caused by incorrect information, incorrect work orders, lack of access, missing keys, tenant unavailability, unsafe conditions or unrestrained animals.

#### **9.8 Air conditioning cleaning property damage**

The Customer must ensure that all personal belongings, electronics, furniture, documents and sensitive items are removed from or adequately protected in the vicinity of air conditioning units before attendance. The Company will take reasonable care and may move minor items where necessary, but to the maximum extent permitted by Law the Company is not liable for damage to items that were not cleared from the work area or that are affected by water, cleaning solution, overspray, incidental contact or movement during the Services.

This includes items on desks or surfaces beneath air conditioning units, wall-mounted televisions or electronics located below units, and any item affected by water or cleaning processes.

#### **9.9 Indemnity**

The Customer indemnifies the Company against claims, losses, costs, damages and liabilities arising from the Customer's breach of these Terms, failure to provide accurate information, failure to provide access, failure to approve works, tenant actions, third-party actions, non-compliance caused by matters outside the Company's control, or failure to follow the Company's reasonable advice.

#### **9.10 Reports point in time**

Smoke Alarm Compliance Reports reflect conditions observed at the time of inspection only. The Company is not liable for changes, damage, interference, system failure, tenant conduct or compliance issues arising after inspection.

## **10. Suspension and Termination**

### **10.1 Suspension**

The Company may suspend Services immediately where invoices are overdue, the Customer breaches these Terms, unsafe conditions exist, access cannot reasonably be obtained, required information is not provided, recommended works are not approved, excessive faults occur, or continued servicing is not commercially or operationally viable. The Company is not liable for any loss arising from suspension.

### **10.2 Termination by Company**

The Company may terminate Services or an Annual Subscription by written notice where the Customer fails to comply with these Terms, required works are not approved, excessive faults occur, the property is unsuitable, safety risks exist, invoices remain unpaid or the relationship becomes unworkable.

### **10.3 Termination by Customer**

The Customer may terminate an Annual Subscription by written notice. Services may continue until the end of the current billing period unless the Company agrees otherwise. Payments are non-refundable except where required by Law or expressly stated in these Terms.

### **10.4 Effect of termination**

Upon termination, all outstanding invoices become immediately payable, the Company is no longer responsible for ongoing compliance, and the Customer must make alternative arrangements for compliance and maintenance. The Company may withhold further Services until all amounts are paid.

### **10.5 Refunds on termination**

Where a refund is expressly payable, it will be calculated on a pro-rata basis less a \$30 administration fee. No refund is payable where the calculated amount is zero or negative or where Services have already been provided to an extent that no refund is required by Law.

## **11. Property Information, Classification and Fire Panels**

### **11.1 Eligible properties**

The Company's Services are available only for Eligible Properties. The Company is not responsible for determining the date a property was built or substantially renovated, the building classification, zoning, dual occupancy status or whether a property should be assessed as one dwelling or multiple dwellings. These matters may require assessment by a building certifier, town planner or other qualified professional.

The Customer must confirm property classification and eligibility before engaging the Company. The Company relies on information provided by the Customer, Agent, owner, tenant or third parties and is not required to verify that information.

### **11.2 Dual occupancy and complex buildings**

For dual occupancy, dual key, multi-dwelling or complex properties, the Company's responsibility is limited to installing and inspecting smoke alarm systems based on the layout and instructions provided. The Company does not advise on building classification, town planning, zoning or whether separate or interconnected systems are legally required across dwellings. The Customer should obtain professional advice from a building certifier or other relevant expert.

### **11.3 Fire panels**

The Company does not service, test or maintain fire panels. Where a Class 2 exemption or fire detection and alarm system may apply, it is the owner's responsibility to confirm the system specifications with the building manager or relevant professional. If confirmation cannot be obtained, the Company may recommend domestic smoke alarms. Acceptance of such a quote means the Customer has investigated the fire panel system and determined the upgrade is required.

## **12. Standard Operating Procedures for Enrolled Properties**

### **12.1 Tenanted properties - first attendance**

For a tenanted property, after receiving a valid work order the Company may enter the property into its system, schedule the first inspection, issue entry notices where applicable, contact tenants, request keys and attend to complete the required works. If additional alarms, relocation, replacement or upgrade works are required, charges will apply unless covered by an approved quote or pre-approval.

If alarms do not meet compliance standards, the Company may notify the Customer and request authorisation. If authorisation is received while on site or pre-approval exists, the Company may rectify the issue during attendance. If authorisation cannot be obtained, a reattendance fee may apply once approval is later provided.

### **12.2 Ongoing tenanted property inspections**

For ongoing Enrolled Properties, the Company will schedule Services after receiving a valid work order or as otherwise required under the Annual Subscription. Entry notices, tenant contact, key requests and compliance reporting will be undertaken according to the Company's procedures and the information supplied by the Customer.

### **12.3 Owner occupied properties**

For owner occupied properties, the Customer must ensure someone is present or access has been arranged at the scheduled time. If access is not provided, a callout fee may apply. A Smoke Alarm Compliance Report will be provided after inspection where applicable.

### **12.4 Immediate replacement requirements**

Where Smoke Alarm Laws require immediate replacement of non-operational alarms or replacement of alarms older than the permitted service life, the Company may replace the alarm under warranty if valid or invoice the Customer for replacement. A hardwired alarm may need to be replaced with a hardwired alarm where required by Law.

## **13. Corded Window Furnishing Service**

Corded window furnishing checks may be offered as an add-on to smoke alarm services where available and may incur additional charges. The Customer is responsible for ensuring the property is on the correct package where corded blinds are present. The Company does not repair, replace or untangle blinds unless expressly agreed.

Where corded blind compliance services are provided, the Company may check for tensioning devices, cord guides, cleats and warning labels. The Company is not liable for injury, damage or death caused by occupants failing to use devices, removing devices, misusing devices or otherwise interfering with them.

If required to install cleats or warning labels, the Customer authorises the Company to screw into wooden frames or concrete walls where required. The Company does not screw or attach to tiles unless expressly agreed.

## **14. Safety Switch Function Test**

Safety switch sighting may be included with smoke alarm inspection. A safety switch function test will only be carried out if requested in writing or on the work order. The Company does not check trip times or determine which appliances, lights or circuits are protected unless expressly engaged to do so.

If a safety switch cannot be located, the test will not be performed and this may be noted in the report. The Company will not return solely to perform a safety switch function test unless agreed and charged. If a safety switch fails, the Company may notify the Customer and provide a quote for repair or replacement.

The Customer releases the Company from claims relating to interruption of electrical devices during a safety switch function test, provided the Company acts with reasonable care.

## **15. Smoke Alarms**

### **15.1 Smoke alarm quality**

Smoke alarms installed or serviced by the Company are intended to meet applicable requirements including AS 3786-2014 where required. The Company installs products it considers suitable and may decline to install or service products it considers inferior, unsuitable or incompatible.

### **15.2 Controllers**

Unless a specific position is requested and accepted, smoke alarm controllers may be installed in a position deemed suitable by the Company. Smoke alarm controllers are not included in the Annual Subscription unless expressly stated. The Company is not responsible for controller battery replacement, loss or damage unless separately engaged and charged.

### **15.3 Testing and cleaning**

Smoke alarms must be tested and cleaned in accordance with Smoke Alarm Laws and manufacturer instructions. Cleaning may be required more frequently than annual servicing, especially in properties affected by dust, insects, humidity or other environmental conditions. Failure to maintain alarms may void warranty and result in non-warranty charges.

## 15.4 Battery replacement

Battery replacement obligations depend on the alarm type, tenancy status, manufacturer instructions and applicable Law. The Annual Subscription includes only those battery changes expressly included. Wall remote batteries and Matelec FSA60000 lithium batteries are excluded and chargeable as stated in these Terms.

## 15.5 Interference with alarms

A person must not remove, disable, cover, paint, tamper with, disconnect or reduce the effectiveness of a smoke alarm except as permitted by Law and in accordance with proper instructions. If the Company is required to attend due to removed, damaged, disabled or interfered-with alarms, the Customer is responsible for all related charges.

## 15.6 Relocation, removal and replacement

The position of smoke alarms is governed by regulatory requirements. The Company may relocate alarms to achieve compliance. The Company will use reasonable endeavours to minimise damage and may install cover plates where appropriate, but is not responsible for plastering, painting, colour mismatch, marks, damage left by previous installers or cosmetic defects arising from relocation or removal.

Faulty alarms not installed by the Company may not be replaced without approval unless pre-approval or legal/safety requirements permit. Faulty alarms may be left at the property for warranty purposes. No legal liability is accepted for the period between identifying a defective alarm and replacement where the Company has notified the Customer and taken reasonable steps within its role.

## 15.7 Additional alarms

The Customer may install additional alarms beyond legislated requirements. The Company may service additional operational alarms within service life but is not required to replace additional alarms beyond the required compliant system. Non-operational or expired additional alarms may be removed and recorded.

## 16. Air Conditioning Cleaning

Where the Company provides air conditioning cleaning services, the Customer must ensure that the area surrounding the unit is clear, safe and ready for work. This includes moving or protecting personal belongings, electronics, furniture, documents, decorations and sensitive items near or below the unit.

The Company will take reasonable care, but air conditioning cleaning may involve water, cleaning solution, overspray, incidental contact and movement of minor items. The Company is not liable for damage to belongings that were not cleared or protected before attendance, including desk items, wall-mounted televisions, electronics and items below the unit.

If the technician considers the area unsafe or insufficiently clear, the Company may refuse to perform the Service and charge a callout fee.

## 17. Intellectual Property

All content, materials, reports, templates, website content, forms, wording, documents, images and other intellectual property created or supplied by the Company remain the property of the Company unless expressly agreed otherwise. The Customer may use reports and documents supplied by the Company for the property and purpose for which they were supplied but must not reproduce, modify or use them commercially without written permission.

## 18. General Provisions

### 18.1 Entire agreement

These Terms, together with any accepted quote, written work order or service agreement, constitute the entire agreement between the parties and supersede prior discussions, representations or understandings.

### 18.2 Variation

The Company may amend these Terms from time to time by publishing updated Terms on its website or otherwise notifying the Customer. Updated Terms apply from publication or notification unless otherwise stated.

### **18.3 Assignment**

The Customer must not assign or transfer rights or obligations under these Terms without the Company's written consent. The Company may assign or transfer its rights and obligations where permitted by Law.

### **18.4 Severability**

If any provision is invalid or unenforceable, it will be severed to the extent necessary and the remaining provisions continue in full force.

### **18.5 Waiver**

A failure or delay by the Company to enforce any provision is not a waiver. A waiver must be in writing and applies only to the specific instance stated.

### **18.6 Notices**

Notices may be given by email, SMS, electronic communication, post or any other reasonable method used by the Company. The Customer must keep contact details current.

### **18.7 Governing law**

These Terms are governed by the laws of Queensland, Australia. The parties submit to the jurisdiction of the courts of Queensland.

## **19. Acceptance**

By engaging the Company, submitting a work order, approving a quote, paying an invoice, allowing attendance, accepting a Service or continuing to use the Company's Services, the Customer acknowledges that they have read, understood and agree to be bound by these Terms.