

The logo for fmanz, featuring the lowercase letters 'fmanz' in white on a blue rounded rectangular background.The logo for PEOPLE, PLACE PRODUCTIVITY. The words 'PEOPLE, PLACE' are in blue and 'PRODUCTIVITY' is in green. A blue line underlines 'PEOPLE, PLACE' and curves around the letter 'O' in 'PRODUCTIVITY', ending in an arrow pointing to the right.

## FIRE SERVICES CONTRACT TEMPLATE

This template contract was developed by members of FMANZ's Maintenance and Service Standards Committee. Thank you to Ian Bitcheno, Chris Brebner, Bryce Donaldson, Ron Green, Jason Happy (Chair), Ed Kidd, Chris Mak, Andrew Riley, Mark Sinclair and Warren Smith for their contribution. For further information, please email [info@fmanz.org](mailto:info@fmanz.org).

TO USE: Once changes are made in word, save document as a pdf.

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Dated

## PARTIES

1. **[Principal Name]**  
**Principal**
2. **[Contractor Name]**  
**Contractor**

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FIRE MAINTENANCE  
SERVICES AGREEMENT

For

**[Name of Property]**

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**Company Logo Here**

# Contract Guidelines

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*The following general information is not part of the contract, but an overview of key provisions of the contract.*

## General information required:

- **Insurance** - Adequate insurance cover from the Contractor should be in place prior to commencing work. The amounts required should be set out in Schedule 1. There are **no** default insurance amounts. If in doubt, check with your insurer or insurance broker.
- **Site Inductions** - The Contractor and their appointed staff who will be working at the site must undertake a site induction with the Principal's Representative, prior to the commencement of work.
- **Site Specific Safety Plan** - The Contractor must develop a draft Site Specific Safety Plan (SSSP) for the site, which will be discussed with the Principal's Representative.
- **Qualifications** - The Contractor must demonstrate to the Principal's Representative, their company's capability and the qualifications of all staff that will be involved with the performance of services under this agreement.
- **Hazardous Materials** - The Contractor must provide a list of any hazardous products and/or substance they bring on to or intend to bring on to the Property.
- **Emergencies** – The Contract deals with emergencies. The Principal's Representative should consider seeking confirmation about how the Contractor will manage an emergency response with respect to servicing the Property.
- **Risk Identification** - The Contractor will immediately advise the Principal's Representative of any new risks identified during the term of the contract (whether identified while on site or otherwise) as soon as such risks are discovered. The Contractor will notify the Principal's Representative of any incidents and observations of a health and safety nature while being onsite.

## IMPORTANT INFORMATION

- **Review Date** - The Review Date should be timed to occur before the start of the new financial year.
- **Schedule 1** – This must be completed as much as possible. If not completed in full, the Contract may be inaccurate or ambiguous.
- **Schedule 2** – This schedule is a generic schedule. The Contractor should be required to provide a site specific schedule, to suit the Principal, within one month of the contract Commencement Date. The final table should list only the relevant specific systems i.e. specific systems that are not relevant should be deleted.
- **Schedule 3** – This schedule relates to the level of service required. There is a default option if none selected.

If you have any uncertainties about this Contract, including how to complete it and the information you should include in it, please consult with your solicitor, or your property advisor.

# Contract Agreement

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This Fire Maintenance Services Agreement is made between:

(a) [ADD NAME] (the **Principal**)

and

(b) [ADD NAME] (the **Contractor**).

## Introduction

The Principal wishes to engage the Contractor to provide fire maintenance services at the Property on the terms and conditions in this Agreement.

- A The Principal is the owner of the Property and wishes to engage the Contractor to provide the Services described in **Schedule 2** and **Schedule 3**.
- B The Contractor has agreed to deliver the Services on the terms and conditions set out in this Agreement.

## It is agreed:

- (a) In consideration of the Contractor performing the Services, the frequency and scope of which are specified in **Schedule 2** and **Schedule 3**, the Principal shall pay the Annual Fee (subject to any adjustments) along with such other sums as become payable to the Contractor, together with GST at the times and in the manner provided for in this Agreement.
- (b) The Contractor shall perform the Services in accordance with, and to the standards prescribed in, this Agreement.
- (c) Each party shall do all such things as required of them under this Agreement.
- (d) This Agreement is comprised of the following:
- This Contract Agreement;
  - Schedule 1 – Key Terms;
  - Schedule 2 – Frequency of Fire Maintenance Services;
  - Schedule 3 – Scope of Fire Maintenance Services;
  - Schedule 4 – Performance Standards;
  - Schedule 5 – Special Conditions (if any);
  - Schedule 6 – General Conditions;
  - Appendix 1 – List of Employees, Qualifications and, Registrations;
  - Appendix 2 – Annual Fee, Agreed Parts Pricing and Rates, and Review Mechanism; and
  - Appendix 3 - Contractor's Certificate.

# EXECUTION

Executed as an agreement

## Principal

**[NAME OF PRINCIPAL]** by:

\_\_\_\_\_  
Signature of Director / Authorised Signatory

\_\_\_\_\_  
Signature of Director / Authorised Signatory

\_\_\_\_\_  
Name of Director / Authorised Signatory

\_\_\_\_\_  
Name of Director / Authorised Signatory

## Contractor

**[NAME OF CONTRACTOR]** by:

\_\_\_\_\_  
Signature of Director / Authorised Signatory

\_\_\_\_\_  
Signature of Director / Authorised Signatory

\_\_\_\_\_  
Name of Director / Authorised Signatory

\_\_\_\_\_  
Name of Director / Authorised Signatory

IMPORTANT; If the contractor is a company, then that person, if not a chief executive or general manager, is signing on behalf of the company and must have authority to enter into this agreement on behalf of that company. That written confirmation may be from a chief executive or a general manager confirming the authority (and any limitations). In all other instances, a director must sign and that signature must be witnessed. If there are two or more directors, each must sign, unless the company's constitution provides otherwise.

# Schedule 1 – Key Terms

The following is a list of the relevant terms relating to this Agreement and to the terms and conditions contained in **Schedule 6**. A reference to a clause here is a reference to that clause in **Schedule 6**.

All information relating to the Annual Fee and charges is set out in **Appendix 2**. The General Conditions sets out the dates for payment.

## Property – Clause 1

Name	Address
[insert]	[insert]

## Parties details – Clause 3

Principal	Name:	[insert]
	Address for service:	[insert]
	Phone:	[insert]
	Email:	[insert]
	Principal's Representative:	[insert]
Contractor	Name:	[insert]
	Address for service:	[insert]
	Phone:	[insert]
	Email:	[insert]
	Contractor's Representative:	[insert]

## Term – Clause 2

Commencement Date	[insert]
Expiry Date	[insert]

## Key Personnel – Clause 3

Contactor's Key Personnel	Name	Qualification	Certification	Registrations/ Licences
	[insert]	[insert]	[insert]	[insert]
	[insert]	[insert]	[insert]	[insert]
	[insert]	[insert]	[insert]	[insert]

## Invoicing – Clause 5

Date for submission of invoices	[insert]
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<b>Frequency of Invoices</b>	<i>[insert whether monthly or quarterly and whether in advance or in arrears]</i>
<b>Date for payment</b>	The Principal will pay invoices submitted in accordance with Clause 5 of Schedule 6 on or before the later of:  (a) the 20th day of the month following the month to which that invoice relates; and  (b) the 15th Business Day after receipt by the Principal of that invoice.

**Hours – Clause 10**

<b>Business Hours</b>	Mon-Fri: 8.00am to 5.00pm excluding public holidays
<b>Work in Public areas</b>	All Services performed in public areas must occur outside of Business Hours unless otherwise agreed in writing first.

**Insurances – Clause 20**

<b>Details of Principal's insurances for the Property</b>	<i>[insert]</i>
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**Insurances – Clause 21**

<b>Public liability insurance</b>	<i>[insert]</i>
<b>Professional indemnity insurance</b>	<i>[insert]</i>
<b>Motor vehicle insurance</b>	<i>[insert]</i>

**Key dates**

<b>Fire Systems Condition Report Due Date</b>	<i>[insert]</i>
<b>Contract Review Meeting</b>	<i>[insert]</i>
<b>Building Warrant of Fitness Expiry Date</b>	<i>[insert]</i>
<b>BWoF - 12a's Deadline Date</b>	<i>[insert]</i>
<b>Biennial Sprinkler Survey Date</b>	<i>[insert]</i>
<b>Annual Fire Alarm Survey Date</b>	<i>[insert]</i>
<b>Annual Fire Interface Survey Date</b>	<i>[insert]</i>
<b>Annual 4 Yearly Valve Overhaul</b>	<i>[insert]</i>

## Schedule 2 – Frequency of Services – to be updated by technical subcommittee

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The Contractor shall perform the Services relating to preventative maintenance with the frequency specified below and if applicable in respect of the plant and machinery stated in **Schedule 3**.

<b>Fire Systems Servicing</b>		
<b>SS1 – Automatic Systems for Fire Suppression</b>	<b>Service Level</b>	<b>Specific Date</b>
Diesel Pumps	Weekly	[insert]
Electric Pumps	Monthly	[insert]
Control Valves	Monthly	[insert]
Quarterly Tests	Quarterly	[insert]
Subsidiary Stop Valves	Quarterly	[insert]
Flow Switches	Quarterly	[insert]
Preaction Systems	Quarterly	[insert]
Annual Tests	Annual	[insert]
Diesel Engine Service	Annual	[insert]
Back Flow Preventor Test	Annual	[insert]
Tank Inspections	Annual	[insert]
Biennial Inspection	Next due date	[insert]
Quadrennial Checks	Next due date	[insert]
Diesel Engine Battery Replacement	Next due date	[insert]
<b>SS1 – Other Systems</b>	<b>Service Level</b>	<b>Specific Date</b>
Gas flood systems	Monthly	[insert]
Gas flood systems	Six Monthly	[insert]
Gas flood systems	Annual	[insert]
Fan integrity test	Annual	[insert]
<b>SS2 – Automatic or Manual Emergency Warning Systems</b>	<b>Service Level</b>	<b>Specific Date</b>
Fire Alarm System Testing	Monthly	[insert]
Fire Alarm System Survey	Annual	[insert]



Smoke Detector Testing and Cleaning (20%)	Annual	[insert]
Heat Detector Testing (2%)	Annual	[insert]
Interface Testing	Annual	[insert]
EWIS System	Monthly	[insert]
EWIS System	Annual	[insert]
<b>SS2/3 Interfaced fire or smoke doors or windows</b>	<b>Service Level</b>	<b>Specific Date</b>
Interface test	Annual	[insert]
<b>SS4 Emergency Lighting</b>	<b>Service Level</b>	<b>Specific Date</b>
Monthly Testing	Monthly	[insert]
Six monthly test	Six Monthly	[insert]
<b>SS5 Escape Route Pressurisations System</b>	<b>Service Level</b>	<b>Specific Date</b>
Interface test	Annual	[insert]
<b>SS6 Riser Tests</b>	<b>Service Level</b>	<b>Specific Date</b>
Diesel Pump Tests	Monthly or quarterly [select one]	[insert]
Electric Pump Tests	Quarterly	[insert]
Diesel Engine Service	Annual	[insert]
Riser Flow Tests (Pressure Control Valves.)	Annual	[insert]
Back Flow Preventor	Annual	[insert]
Diesel Battery Replacement+A96	Next due date	[insert]
Riser Flow Test (No pressure control)	Next due date	[insert]
<b>SS8 Passenger Carrying Lifts</b>	<b>Service Level</b>	<b>Specific Date</b>
Interface test	Annually	[insert]
<b>SS13/1 - Mechanical Smoke Control System</b>	<b>Service Level</b>	<b>Specific Date</b>
Interface test	Annually	[insert]

<b>SS13/2 – Natural Smoke Control System</b>	<b>Service Level</b>	<b>Specific Date</b>
Interface test	Annually	[insert]
<b>SS13/3 – Smoke Curtains</b>	<b>Service Level</b>	<b>Specific Date</b>
Interface test	Annually	[insert]
<b>SS15/3 – Fire Separations</b>	<b>Service Level</b>	<b>Specific Date</b>
Inspections	Annually	[insert]
<b>SS15/4 – Signs for Communicating Information Intended to Facilitate Evacuation</b>	<b>Service Level</b>	<b>Specific Date</b>
Inspections	Annually	[insert]
<b>SS15/5 – Smoke Separations</b>	<b>Service Level</b>	<b>Specific Date</b>
Inspections	Annually	June
<b>Other Systems/Features</b>	<b>Service Level</b>	<b>Specific Date</b>
Extinguishers	Annually	[insert]
Fire Hose Reels	Annually	[insert]
Trial Evacuation Attendance	Annually	[insert]

# Schedule 3 – Scope of Services

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## 1. Scope of appointment

The following section has two tables relating to the two options available under this Agreement able to be completed by the parties to ensure each party understands their responsibilities under this Agreement.

**If no option is selected, then the default is Option 1, regulator maintenance and repairs only.**

By way of brief summary only, the following explanation is provided for the two options.

**Option 1 - Fully Comprehensive Approach** – this is to be used in situations where the Principal wishes to receive a fixed price covering all Services inclusive of repair works. It is envisaged this would be used for modest size buildings with simple systems where the owner has little in-house facilities management capability i.e. small to medium size industrial sites.

**Option 2 – Allocated Cost Approach** – this is to be used where the parties wish to allocate differing levels of responsibilities for the Services by system component.

There are general exclusions included in clause 8 of the Agreement (**Schedule 6**), and other specific exclusions may be stated below for each area.

### **Option 1 – Table 1 - Fully Comprehensive Approach [default option]**

System Component	Specific Exclusion
<b>SS1 – Automatic Systems for Fire Suppression</b>	
Diesel Pumps	
Electric Pumps	
Control Valves	
Quarterly Tests	
Subsidiary Stop Valves	
Flow Switches	
Preaction Systems	
Annual Tests	
Diesel Engine Service	
Back Flow Preventor Test	
Tank Inspections	
Biennial Inspection	
Quadrennial Checks	
Diesel Engine Battery Replacement	
<b>SS1 – Other Systems</b>	
Gas flood systems	

Gas flood systems	
Gas flood systems	
Fan integrity test	
<b>SS2 – Automatic or Manual Emergency Warning Systems</b>	
Fire Alarm System Testing	
Fire Alarm System Survey	
Smoke Detector Testing and Cleaning (20%)	
Heat Detector Testing (2%)	
Interface Testing	
EWIS System	
EWIS System	
<b>SS2/3 Interfaced fire or smoke doors or windows</b>	
Interface test	
<b>SS4 Emergency Lighting</b>	
Monthly Testing	
Six monthly test	
<b>SS5 Escape Route Pressurisations System</b>	
Interface test	
<b>SS6 Riser Tests</b>	
Diesel Pump Tests	
Electric Pump Tests	
Diesel Engine Service	
Riser Flow Tests (Pressure Control Valves.)	
Back Flow Preventor	
Diesel Battery Replacement+A96	
Riser Flow Test (No pressure control)	
<b>SS8 Passenger Carrying Lifts</b>	
Interface test	
<b>SS13/1 - Mechanical Smoke Control System</b>	

Interface test	
<b>SS13/2 – Natural Smoke Control System</b>	
Interface test	
<b>SS13/3 – Smoke Curtains</b>	
Interface test	
<b>SS15/3 – Fire Separations</b>	
Inspections	
<b>SS15/4 – Signs for Communicating Information Intended to Facilitate Evacuation</b>	
Inspections	
<b>SS15/5 – Smoke Separations</b>	
Inspections	
<b>Other Systems/Features</b>	
Extinguishers	
Fire Hose Reels	
Trial Evacuation Attendance	

**Option 2 - Table 2 -Allocated Cost Approach**

<b>System Component</b>	<b>Regulatory (1)</b>	<b>Repair work (2)</b>	<b>Specific Exclusion</b>
<b>SS1 – Automatic Systems for Fire Suppression</b>			
Diesel Pumps			
Electric Pumps			
Control Valves			
Quarterly Tests			
Subsidiary Stop Valves			
Flow Switches			
Preaction Systems			
Annual Tests			
Diesel Engine Service			
Back Flow Preventor Test			
Tank Inspections			
Biennial Inspection			
Quadrennial Checks			
Diesel Engine Battery Replacement			
<b>SS1 – Other Systems</b>			
Gas flood systems			
Gas flood systems			

Gas flood systems			
Fan integrity test			
<b>SS2 – Automatic or Manual Emergency Warning Systems</b>			
Fire Alarm System Testing			
Fire Alarm System Survey			
Smoke Detector Testing and Cleaning (20%)			
Heat Detector Testing (2%)			
Interface Testing			
EWIS System			
EWIS System			
<b>SS2/3 Interfaced fire or smoke doors or windows</b>			
Interface test			
<b>SS4 Emergency Lighting</b>			
Monthly Testing			
Six monthly test			
<b>SS5 Escape Route Pressurisations System</b>			
Interface test			
<b>SS6 Riser Tests</b>			
Diesel Pump Tests			
Electric Pump Tests			
Diesel Engine Service			
Riser Flow Tests (Pressure Control Valves.)			
Back Flow Preventor			
Diesel Battery Replacement+A96			
Riser Flow Test (No pressure control)			
<b>SS8 Passenger Carrying Lifts</b>			
Interface test			
<b>SS13/1 - Mechanical Smoke Control System</b>			
Interface test			
<b>SS13/2 – Natural Smoke Control System</b>			
Interface test			
<b>SS13/3 – Smoke Curtains</b>			
Interface test			
<b>SS15/3 – Fire Separations</b>			

Inspections			
<b>SS15/4 – Signs for Communicating Information Intended to Facilitate Evacuation</b>			
Inspections			
<b>SS15/5 – Smoke Separations</b>			
Inspections			
<b>Other Systems/Features</b>			
Extinguishers			
Fire Hose Reels			
Trial Evacuation Attendance			

# Schedule 4 – Performance Standards

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## 1. KPIs

The Key Performance Indicators (**KPIs**) set out in clause 2 of this **Schedule 4** are the minimum acceptable performance standards that the Contractor undertakes to meet in carrying out its obligations under this Agreement.

The performance and service standards in this **Schedule 4** will apply to the Services (and any additional services provided this Agreement) in respect of the Equipment in all circumstances with the exception of failures arising from malicious damage, vandalism, misuse, acts of God, or where the failure is due to third party connected equipment (e.g. lift system, fire protection, telephone etc).

## 2. Key Performance Indicators

With regard to the option selected in **Schedule 2**, the following are the KPIs for the Services:

### 2.1 Permitted Downtime:

Equipment Affected	Max. Acceptable Time Elapse
Minor Failures	[insert period] in any 7 day period
Major Failures	[insert period] in any 24 hour period

### 2.2 Faults:

All Faults must be repaired within 48 hours of notice from the Principal or Tenant, unless prior written permission of the Principal has been obtained.

### 2.3 Response Rates:

With the exception of the Permitted Downtime permitted, the following response times will apply from receipt of a call or notice of a Failure. The response times will be from issue by the Principal or tenant of call to feedback based on attending site (or remote dial in) to diagnose the problem.

Issue	Response Time
Fire call that is a fire alarm or system activation	60 minutes
Major Failure / Faults during Business Hours	60 minutes
Major Failure / Faults outside Business Hours	60 minutes
Fire system notified defect (unless notified to be a Major Failure)	8 hours
Minor failures/faults during Business Hours	8 hours
Minor failures/faults outside Business Hours	8 hours

### 2.4 Data Integrity:

No Failure is to result in the loss of Records for more than 1 day per quarter from the Commencement Date.

### 2.5 Safety:

No breaches in health and safety policy as stated in the Principal's Health and Safety manual.

### 2.6 Notification:



The Contractor must meet the notification requirements for any system shut down, being not less than 48 hours' notice.

### **3. Consequences**

Where a KPI noted above, or in the special conditions, is not achieved, then the process set out in clause 4.3 will apply.

# Schedule 5 – Special Conditions of Contract

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The following Special Conditions vary the General Conditions:

# Schedule 6 – General Conditions of Contract

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## 1. General Conditions of Contract

- 1.1 These General Conditions shall apply in respect of all Services provided by the Contractor at the Property stated in **Schedule 1**. In the event of any inconsistency between these General Conditions and the Special Conditions, the Special Conditions shall prevail, and as between these General Conditions and any other the other terms and conditions of this Agreement, these General Conditions shall prevail unless expressly provided to the contrary.

## 2. Term

- 2.1 This Agreement shall commence on the Commencement Date and (unless terminated earlier) will continue for the Term until the Expiry Date, as specified in **Schedule 1**. If the Contractor continues to provide the Services following the expiry of the Term this Agreement will continue on a month-by-month basis with either party being able to terminate by giving the other party one month's written notice.

## 3. Representatives and Personnel

- 3.1 The Principal's Representative specified in **Schedule 1**, or any other agent appointed by the Principal, and notified to the Contractor, for the purpose of this Agreement, is authorised to give and receive notices, instructions and directions relating to this Agreement.
- 3.2 The Contractor's Representative specified in **Schedule 1** is the person who is responsible for the proper performance of the Services to be performed under this Agreement and is authorised to give and receive notices, instructions and directions relating to this Agreement. The Contractor may by notice change its representative from time to time provided that there is always a representative.
- 3.3 The Contractor shall ensure that only the appropriately qualified and experienced persons listed in **Appendix 1** will perform the Services under the proper supervision and direction of the Contractor. If there are Key Personnel listed in **Schedule 1**, the Contractor shall not replace those persons without the prior approval of the Principal (unless such person is permanently leaving the employment of the Contractor). In addition to updates whenever any Key Personnel change, the Contractor will update the list in **Appendix 1** on a 12 monthly basis from the Commencement Date.

## 4. Annual Fee and charges

- 4.1 The Owner will pay the Annual Fee specified in **Appendix 2** for the Services, together with such additional services and fees at the rates specified **Appendix 2**. The Annual Fee is the all-inclusive cost for the Services to be performed under the agreement in a 12 month period and includes all costs for the Contractor's personnel, equipment, materials and travel, subject to periodic review as specified in **Appendix 2** (if any). The Annual Fee is exclusive of any additional tax, fine, impost or excise, interest or penalty charges due in respect of this Agreement, services provided, or the plant and equipment.
- 4.2 No additional mileage is to be charged and will be included in the hourly rates.
- 4.3 At any time in any three (3) month period from the Commencement Date, measured quarterly, the Annual Fee will reduce by the amount of 5% of the Annual Fee for each KPI not achieved. The reduction will apply to any amount claimed, and continue as a reduction to the Annual Fee for the following three (3) month period. This reduction is capped to a maximum of 25% of the Annual Fee for that three-month period. The Contractor irrevocably agrees that the reduction in the Annual Fee is a genuine pre-estimate of the liquidated damages the Principal is likely to suffer or incur as a result of the failure of the Contractor to meet any such KPI.

## 5. Invoicing and payment

- 5.1 The Contractor shall invoice the Principal at the frequency set out in **Schedule 1** and such invoices are to be received by the Principal by the Date for Submission of Claim and issued to the address for the Principal stated in **Schedule 1**.
- 5.2 The Contractor shall use all reasonable endeavours to avoid issuing multiple invoices, and each invoice will have supporting documentation so the invoice can be verified and approved for payment by the Principal.
- 5.3 Invoices shall be paid as set out in **Schedule 1**.

- 5.4 Where the Principal disputes any portion of an amount invoiced, it shall notify the Contractor of the disputed sum and the Principal shall not be obliged to pay that disputed portion of the invoice pending resolution of the dispute.
- 5.5 Subject to clause 5.6, if any amount is not paid within 60 days of the due date, the Principal shall pay interest calculated daily at 1% above the Bank of New Zealand Call Rate on any such overdue amounts calculated from the due date until the date of payment.
- 5.6 As a precondition to an entitlement to payment under this agreement for works relating to any specified system (as that term is defined in the Building Act 2004), all invoices must be accompanied by the Contractor's Certificate in **Appendix 3** that at the time the Services were performed all inspections, maintenance and reporting procedures are being complied with, and there is no reason but for any prior Contractor's Certificate noting repairs required, why the specified systems would not continue to perform to the performance standards for that specified system and that in its view it is not prevented from providing, and will not withhold, the issue of its certificate for the specified system when required.

## 6. Services

- (a) The Contractor shall perform the Services specified in **Schedule 3**, at the frequency required of it as specified in **Schedule 2**. The Contractor agrees to perform and provide the Services to the standard expected of similar operators in the industry providing the same services, and will comply with all reasonable directions and requirements of the Principal.
- (b) The Principal may request the Contractor to perform additional services to those included in **Schedule 3**, in which event the Contractor shall provide the Principal with proposed pricing for such services. In the event the Principal accepts such pricing, then **Schedule 3** shall be deemed to include such additional services as the Services which shall be charged at the fees agreed with the Principal.
- (c) The Contractor agrees to respond to a request for a critical or urgent response within the time stated in the response rates in **Schedule 4**, and the Principal is liable for the associated call out fees for such responses as set out in the Key Terms in **Schedule 1**.
- (d) The Contractor agrees to provide the Principal the reports as specified and on the dates set out in **Schedule 1**, and **Schedule 3**.

## 7. Additional Work

- 7.1 In relation to a specified system, where performing the Services, or due to changes in industry practices or regulations or otherwise, the Contractor becomes aware that additional work may be required to a specified system which will affect the issuing of the Contractor's certification, then:
- (a) If those works are of a minor nature which will not impact the performance of the specified system being maintained under this Agreement, then those works are to be completed in a timely fashion; or
- (b) If those works are:
- (i) of more than a minor nature and will impact on the performance of the specified system being maintained under this agreement; or
- (ii) are of such a type which the relevant authority would not accept that the Principal, as owner under the Building Act 2004, has properly maintained the specified system during the preceding 12 months
- then the Contractor will provide to the Principal its recommended work plan to complete those works along with an estimated cost and programme as soon as possible after identification of the works required.
- 7.2 Where the value of the works stated in 7.1(a) are under any agreed spending threshold for discretionary work stated in Schedule 1, then the Contractor must proceed to undertake those works immediately (and will not be entitled to charge for additional travel time or attendances as a result) and must notify the Owner that the works have been undertaken on completion.
- 7.3 Where works of the type noted in 7.1(a) exceeds the agreed spending threshold for discretionary work, then:
- (a) If the works are identified during the period which is two (2) months from the date the Principal's certificate to required to be provided to the relevant authority under s108 of the Building Act 2004, then provided the Contractor has given the Principal at least four (4) weeks notice that such works are required, if the Principal has not confirmed the instruction to proceed within that notice period, then the Contractor shall not be required to issue its certificate for the maintenance of the system; or
- (b) If the works are identified during the period which is within two (2) months of the date the Principal's certificate to required to be provided to the relevant authority under s108 of the Building Act 2004, then the Contractor and Principal shall work together, in good faith, along with the relevant authority, to resolve the manner by which the required works can be undertaken and the Contractor's and Principal's certificates be given in respect of the specified system.

- 7.4 The Principal has the right to engage a third party to execute additional works provided such works are executed in a manner consistent with the Contractor's standards, and provided the Principal gives the Contractor the opportunity to bid for such additional works through a competitive tender process.
- 7.5 For the avoidance of doubt, the reference to a 'specified system' in this Agreement is a reference to that term as it is used in the Building Act 2004.
- 7.6 Any minor controls Services, such as isolating electrical/mechanical equipment shall be first notified to the Principal prior to isolation and shall be completed promptly to industry best practice standards.

## **8. Exclusions**

- 8.1 It is expressly agreed that the following components and service are not included as part of the Services under this Agreement:
- (a) Replacement of consumables and end of life parts;
  - (b) Repair of any damage resulting from accident, vandalism, abuse, misuse or theft not caused by or contributed to by the Contractor;
  - (c) Fees associated with monitoring the fire alarms or sprinkler systems; and
  - (d) Modification or alteration to any of the Equipment required as a result of any lawful directive from any Government authority or agency, changes in law, regulation code or by-law.

## **9. LBP or IQP Registration**

- 9.1 The Contractor is to provide to the Principal the latest copy of their company's Licensed Building Practitioner (**LBP**) or Independent Qualified Person (**IQP**) registration prior to commencing the Services. The Contractor undertakes to keep its LBP or IQP registration current throughout the term of this Agreement.

## **10. Timing of Services**

- 10.1 Except for Services undertaken in public areas, all Services will be provided during the Business Hours unless otherwise agreed prior in writing.
- 10.2 The Contractor must notify the Principal of any Services that will diminish the Equipment's capability to protect life and property not less than 48 hours before such Services commence.

## **11. Regular Attendance**

- 11.1 The Contractor's Representative who will periodically visit the Property and will be available for consultation on any matter relating to the Services. The Contractor's Representative will be available to discuss the Services and needs in the area of upgrade recommendations and requirements of code authorities and proper use and care of the fire systems and equipment.
- 11.2 The Contractor shall:
- (a) abide by the Principal's requirements and rules when signing in and out of the Property;
  - (b) provide at least 48 hours prior notice before attending the Property to conduct any Services. This notice period excludes emergency callouts to the Property;
  - (c) ensure that the Contractor's staff are in uniform and wear identification at all times while on the Property performing the Services;
  - (d) not isolate any of the Property plant and machinery when conducting the Services during normal business hours without first seeking the Principal's prior written approval;
  - (e) ensure that all of the Contractor's personnel abide by the No Smoking policy at any time on the Property; and
  - (f) take all necessary and reasonable steps to ensure that the security of the Property is maintained at all times during the conducting of the Services, including following protocols and rules issued by the Principal (if any) and being responsible for returning all master keys or electronic opening devices assigned to the Contractor. The Contractor will be liable for the cost of replacing the keys or electronic opening devices for the Property should any of these be lost

## **12. Inspection and Condition Reports**

- 12.1 The Contractor will submit to the Principal a monthly summary report of Fire Maintenance Services activities completed by the 7<sup>th</sup> of the following month. The report will include all reasonable content requested by the Principal's Representative to support the continuous improvement of performance, including but not limited to:
- (a) estimated hours for the Services and report actual hours to complete the Services.
  - (b) conditional reporting where relevant.
  - (c) preventative activity completed during the Services and remedial works recommended.
  - (d) all emergency call outs will require a report identifying fault actions and recommendations to prevent reoccurrence.
- 12.2 In addition to the reports required under **Schedule 3** the Contractor will provide to the Principal an annual report from a qualified person which summarises the current condition of the Equipment and also identifies any safety issues related to the Equipment.
- 12.3 Not later than November of each year the Contractor is to produce to the Principal an indicative capital expenditure projection for the following ten years.

### **13. Measurement**

- (a) The Contractor will comply with all reasonable requests with regards to measurement and reporting of KPIs.
- (b) Bi-monthly meetings between the Principal's Representative and the Contractor's Representative will be held to discuss the respective reports to determine performance and remedial actions if required.
- (c) The Contractor will provide a 24-hour callout service giving the Principal the comfort that expert backup is always available to meet the response times stated in **Schedule 1**.
- (d) The Contractor will provide a full account management service both local to the Property and at a national level (if required for the Services).

### **14. Reporting/Monitoring**

- 14.1 The Contractor will provide a maintenance history log utilising the asset register in excel or similar suitable for fault analysis. That log will be updated monthly and made available to the Principal with the Contractor's invoice for services for reporting and reviewing against the KPIs contained in this Agreement.
- 14.2 Not later than November of each year the Contractor is to produce to the Principal an indicative capital expenditure projection for the following ten years.
- 14.3 The Contractor will also be required to review and report obsolescence to the Principal by November each year
- 14.4 By November of each year the Contractor is to produce to the Principal an indicative capital expenditure projection for the following ten years.

### **15. Comments**

Where any of the Equipment is replaced the Contractor shall only install working Equipment of a similar quality. Any Equipment repaired shall be returned to a fully functional state consistent with the Equipment's state when first installed. Replacements or repairs shall provide continued reliable performance.

### **16. Spare Parts**

The Contractor will maintain a reasonable stock of spare parts and supplies to service the Equipment and deliver the performance levels required under this Agreement. The Contractor will review availability of spares to assure the performance levels required under this Agreement. Pricing for parts supplied shall be as set out in **Appendix 3** and the Contractor shall not apply any margin for supplied materials in excess of the percentage specified in **Schedule 1**.

### **17. Minimise Hazards**

The Contractor will work collaboratively with the Principal and the Principal's Representative to provide a work environment free from hazards for the Contractor's personnel and all the users of the plant and equipment located at the Property and being maintained by the Contractor pursuant to this Agreement.

### **18. Health and Safety/Onsite Maintenance Procedures**

- 18.1 Where indicated in **Schedule 1** that the Principal has a health and safety policy, the Contractor acknowledges that the Principal has a health and safety policy in place and that it has reviewed that policy.
- 18.2 The Contractor will undertake to complete all on-site maintenance procedures and monitoring in accordance with building recommendations, industry good practice, the Principal's health and safety policy and its obligations under current health and safety legislation.

## 19. Health and Safety

- 19.1 In addition to the requirement to comply with the Principal's health and safety policy, The Contractor will also:
- (a) comply with the requirements and obligations imposed by the Health and Safety at Work Act 2015 (**HSWA**) (or any amending or replacing legislation) and the Principal's Health and Safety policy;
  - (b) take all practicable steps to ensure that the obligations imposed upon the Principal under the HSWA (or any amending or replacing legislation) is complied with at all times;
  - (c) comply with the requirements of any relevant Government guidance, industry best practice guidance or operations manuals in respect of the Services and any machinery or equipment;
  - (d) ensure that all personnel performing the Services are appropriately qualified, trained and supervised for the task being performed, and are equipped with appropriate personal protection equipment;
  - (e) take all practicable steps to ensure the safety of the Principal's personnel, the Contractor's personnel, and any third parties in connection with the performance of the Services;
  - (f) develop, in discussion with the Principal's Representative, a Site Specific Safety Plan (**SSSP**) for the Property and operate at all times in accordance with this SSSP [a written health and safety system comprising policies and procedures which are of a standard compatible to the Principal's own Hazard Identification and Management Policy and which recognise and compliment the Principal's commitment to health and safety and, upon request, provide copies of such policies and procedures, and evidence of compliance, to the Principal;]
  - (g) notify, and procure that its personnel notify, the Principal of any hazards within the Property identified while carrying out Services and provide written confirmation of such hazards as soon as practicable;
  - (h) notify, and procure that its personnel notify, the Principal of any incident, accident or near miss which occurs on the Principal's premises and co-operate with the Principal and (where necessary) Worksafe New Zealand in respect of any reporting and site securing obligations, and in respect of any investigation;
  - (i) on request by the Principal, provide to the Principal any documentation related to its compliance with its health and safety obligations, including, but not limited to, policy and procedure documents, hazard and accident registers, training and qualification documentation and records of training and health and safety briefings;
  - (j) submit, in advance of bringing on to the Property, to the Principal for approval details of any hazards materials or items which are to be used for the Services or incorporated into any part of the Property; and
  - (k) conduct an annual audit of its Health and Safety system and supply a copy of this audit to the Principal within 10 days after the audit has been completed.
- 19.2 The Contractor confirms that it has been provided copies of, and that the Contractor and its relevant personnel are familiar with, the Principal's policies and procedures referred to above and their application or implication in respect to the performance of the Maintenance Services.
- 19.3 A failure by the Contractor to meet the above requirements shall constitute a breach of this Agreement. The Principal shall be entitled to suspend immediately the performance of any part or all of the Fire Maintenance Services of this Agreement at the Contractor's expense for such period as is necessary and until the Contractor has remedied the failure.

## 20. Principal's Insurance

The Contractor and its personnel or agents or subcontractors under the control of the Contractor will not knowingly do or permit anything that may render any insurance of the Principal void or voidable (and the Contractor indemnifies the Principal against loss that might arise should this occur) or by which the premium payable on such insurance will be liable to increase (except with the Principal's prior written approval) and if the Contractor does so then the Contractor will pay all extra premiums payable.

## 21. Contractor Liability

21.1 The Contractor hereby indemnifies and shall keep indemnified and save harmless the Principal and the Principal's employees and agents from any action, demand, loss, damage, liability or expense arising from or caused or contributed to by the provision of the Services by the Contractor (or its sub-contractors) or from any omission, negligence, wilful act or any breach of the terms of this Agreement on the part of the Contractor, including without limitation:

- (a) Loss or damage to property of the Principal, including the Property in or upon which the Services under this Agreement are being carried out (but excluding damage which is the unavoidable result of the performance of the Services in accordance with this Agreement where the need to incur such unavoidable damage has first been notified to the Principal and approved in writing;
- (b) any claims by any person against the Principal in respect of personal injury or death; and
- (c) any costs the Principal may incur in respect of that loss or liability,

provided that the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees or agents of the Principal may have contributed to the loss, damage, death or injury.

21.2 The Contractor will

- (a) obtain and hold such insurances as set out in the Key Terms and for the amount stated in the Key Terms. Where such insurances are to be held, then:
  - (i) In relation to Public Liability Insurance,
  - (ii) In relation to Professional Indemnity Insurance;
  - (iii) In relation to Motor Vehicle Insurance, in the Key Terms throughout the term of this Agreement.
- (b) Prior to commencing the Services, and if requested by the Principal at any time during the Term, the Contractor must provide a certificate of currency for the required insurances.

## 22. Termination

22.1 The Principal may terminate this Agreement by giving not less than 30 days written notice to the Contractor:

- (a) where the Equipment is to be removed or decommissioned permanently; or
- (b) upon the Principal furnishing reasonable proof that the entire legal and beneficial ownership of the Property has changed or is to change to a party that is not a related company of the Principal as defined in the Companies Act 1993; or
- (c) where the Property is damaged or destroyed to the extent of being incapable of repair or reinstatement and is rendered untenable or if the Principal does not intend to reinstate the Property.

22.2 The Principal or the Contractor may terminate this Agreement by giving written notice at any time when:

- (a) the other party becomes insolvent, bankrupt, or being a corporation enters into a scheme of arrangement with creditors, or has a receiver/manager, or liquidator appointed (other than for the purpose of amalgamation or reconstruction);
- (b) the other party has made an application made to a court for, or a resolution proposed for or any other step taken in anticipation of, the appointment of an administrator or has an administrator appointed;
- (c) the other party commits a serious breach of this Agreement and fails to substantially commence rectification of such breach within 5 Business Days after service by the party not in breach, of written notice specifying the nature of the breach and indicating the intention to terminate in the event of failure to rectify; or
- (d) some or all of the Equipment has been rendered permanently non-operational by fire, water, or other cause beyond the Principal's control.

22.3 The Contractor may terminate this Agreement by giving 30 days written notice to the Principal in the event of:

- (a) failure by the Principal to pay any monies due under this Agreement within 60 days of their becoming due;
- (b) the Equipment being, or having been, put to unreasonable use, or use outside its original design specification by the Principal or its agents or employees;
- (c) the Contractor being obstructed for any reason beyond its control, from carrying out any of its obligations under this Agreement;
- (d) the Principal allowing fire maintenance services to be carried out by anyone other than the Contractor, its servant and agents, other than in accordance with clause 23 or otherwise without the Contractor's consent, such consent not to be unreasonably withheld; or



(e) the Principal failing to carry out work required by legislation or code in particular work relating to safety, provided that the Contractor has first given written notice of the default or failure to the Principal and the Principal has not rectified (or is unable to rectify) such default or failure within 14 days of the receipt of the Contractor's notice.

22.4 Termination of this Agreement will not prejudice any rights or liabilities accrued to a party as at the date of termination.

### **23. Assignment and Sub-contracting**

23.1 The Principal may assign this Agreement at any time. If the Principal assigns this Agreement, the Principal will use all reasonable endeavours to procure the proposed assignee to execute a document to the effect that it shall be bound by the terms of this Agreement.

23.2 The Contractor may not assign this agreement nor subcontract the Fire Maintenance Services without the prior written consent of the Principal.

### **24. Disputes**

24.1 If any dispute or difference arises between the parties regarding the terms of this Agreement or the performance of the Fire Maintenance Services (**Dispute**) then the Principal and the Contractor shall upon request of either party meet and use reasonable endeavours to resolve that Dispute amicably.

24.2 If the parties fail to resolve the Dispute within 10 Business Days of their first meeting to discuss the Dispute, then either party may refer the Dispute to arbitration by a single arbitrator appointed by agreement for determination in accordance with the provisions of the Arbitration Act 1996. If the parties can agree upon an arbitrator, an arbitrator will be appointed by the president for the time being of the New Zealand Law Society (or his or her nominee). The award of the arbitrator shall be final and binding on both parties.

24.3 Despite the dispute or the referral of that dispute for resolution, the parties shall continue to perform their respective obligations under this Agreement as if that dispute had not occurred.

### **25. Notice**

25.1 Any notices or other communications to be sent or served on either party will be sufficiently served if mailed by prepaid post to the party at its registered office or to the address stated in this Agreement or such other address as is notified by the Contractor or Principal to the other. A notice so served is treated as being duly served on the third day after posting.

### **26. Force Majeure**

26.1 Notwithstanding any other provision to the contrary, the Contractor shall not be liable for any failure or delay in providing the Services or otherwise complying with any obligation imposed on it under this Agreement if:

- (a) The failure or delay arising directly or indirectly from a cause reasonably beyond the Contractor's control, including without limitation as a result of legislative requirements, power failure, communications failure or the carrying out of repairs or other maintenance work on the Equipment;
- (b) The Contractor, on becoming aware of the cause, promptly notifies the Customer of the nature and expected duration of, and the obligation affected by the cause;
- (c) The Contractor uses commercially reasonable endeavours to:
  - (i) Mitigate the effects of the cause on the Contractor's obligations under this Agreement; and
  - (ii) Perform the Contractor's obligations under this Agreement on time despite the cause.

### **27. General**

27.1 **Joint and Several Liability:** If any party to this Agreement consists of more than one person then the liability of those persons is joint and several.

27.2 **Illegality or Unenforceability:** If any provision of this Agreement is held to be illegal or unenforceable then it is deemed to be struck out of this Agreement and the remainder of the terms of this Agreement shall remain otherwise in full force and effect.

27.3 **Governing Law:** This Agreement is governed and construed in accordance with the laws of New Zealand and the jurisdiction of its courts.

- 27.4 **Permitted Assigns:** Reference to any party includes that party's executors, administrators and permitted assigns, or being a company, its successors and permitted assigns.
- 27.5 **Entire Agreement:** This Agreement when signed by the Principal and Contractor shall represent the entire understanding of the parties, and cannot be varied or amended except in writing signed by both parties.
- 27.6 **No Agency:** The Contractor is not authorised to act as the Principal's agent, and further, in the performance of the Services the Contractor is not a partner, joint venture, servant or employee of the Principal.
- 27.7 **Waiver of Rights:** A failure, delay, or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

## 28. Definitions and Interpretation

- 28.1 In this document, words and expressions shall, unless the context requires otherwise, have the following meanings:
- Agreement** means this agreement for the Services signed by the Principal and the Contractor;
- Business Day** means a calendar day other than any Saturday, Sunday, public holiday or any day falling within the period from 24 December to 5 January both days inclusive;
- Business Hours** means those stated in **Schedule 1** on any Business Day;
- Commencement Date** means that date stated in **Schedule 1**;
- Contractor** means the party named as such in this Agreement;
- Contractor's Representative** means the person named in **Schedule 1**;
- Equipment** means the plant and equipment and the associated system relevant for the purposes of the performance of the Services at the Property and as more specifically set out in **Schedule 2** and **Schedule 3**;
- Failure** for the purpose of measuring performance, failure is deemed as the Equipment either not fulfilling the intended function of causing unnecessary interruption to the Principal's (or the Principal's tenants) business function;
- Faults** mean that circumstance or event where the Equipment is not fully functional, however the fault does not prevent use of the Equipment and does not cause or contribute to a Failure;
- Key Performance Indicator's or KPIs** means the performance targets to be met pursuant to this Agreement under **Schedule 4**;
- Major Failure** means a Failure which prevents the Services from protecting the occupants and property;
- Minor Failure** means a Failure of a pluggable component or other components, such as a printed circuit board etc, which requires no specialist assistance, tools or equipment;
- Permitted Downtime** means the time during which the system is unable to meet the agreed standards and this failure affects the Property for a period longer than stated in **Schedule 4**;
- Property** means the Principal's property as specified in **Schedule 1**, for which the provision of Services is being provided;
- Principal** means the party named as such in this Agreement;
- Principal's Representative** means the person named in **Schedule 1**;
- Records** means all records held by the Contractor or generated by the System or any Equipment (or as the context require both the system and the Equipment, or is a reasonable expectation of the delivery of the Services); and
- Services** means the scope of fire maintenance services to be provided by the Contractor for the Annual Fee under this Agreement;

## 28.2 Interpretation:

In this document:

- (a) headings are for reference only and do not affect interpretation;
- (b) any undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (c) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- (d) unless stated otherwise, anything (other than making a payment) required to be done on or by a day which is not a Business Day, must be done on or by the next Business Day;
- (e) no provision or expression is to be construed against a party on the basis that that party (or its advisers) was responsible for its drafting; and
- (f) examples and use of the word including and similar expressions do not limit what else may be included.
- (g) Unless the context requires otherwise, a reference in this document to:
- (h) a party to any document includes that person's successors and permitted substitutes and assigns;
- (i) an agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing;
- (j) an authorisation means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permit, licence, approval, authority or exemption of, from or required by, a authority or required by law (and where intervention or action of a authority within a specified period would fully or partly prohibit or restrict something by law, authorisation includes the expiry of that period without that intervention or action);
- (k) a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (l) time is to New Zealand time unless stated otherwise; and
- (m) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement.

# Appendix 1 – List of Employees, Qualifications and Registrations

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Note - In addition to updates whenever any Key Personnel change, the Contractor will update the list in Appendix 1 on a 12-monthly basis from the Commencement Date.

<b>Employee Name</b>	<b>Qualifications</b>	<b>Certification</b>	<b>Registration /Licenses</b>

## Appendix 2 – Agreed Labour Parts Pricing and Rates

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The below is a list of agreed labour parts pricing and rates for:

- (a) Replacement of consumables and end of life parts
- (b) Repair of any damage resulting from accident, vandalism, abuse, misuse or theft not caused by the Contractor;
- (c) Modification or alteration to any of the Equipment required as a result of any lawful directive from any Government authority or agency, changes in law, regulation code or by-law.

are:

**(example only)**

Labour rates Parts and Components Pricing	
Description of cost	Cost \$
Hour Labour during work hours	\$
Hour Labour after hours	\$
Emergency Callout fee (minimum hours	\$
Diesel Fuel (per Litre)	\$
Leather valve straps	\$
003 padlocks	\$
Fire Sprinkler head (new)	\$
Fire Sprinkler head (re-locate)	\$
Flow Switch	\$
Sprinkler Valve Set - Drain down and re-charge	\$
Escutcheon plates	\$
Water operated alarm gong	\$
Fire sprinkler head (for spares cabinet)	\$
Sprinkler head spanner	\$
Fire service connection breaches (brass)	\$
Fire service connection breaches cap (brass)	\$
Hydrant landing valve	\$
Landing valve protective cap	\$
Landing valve protective cap chain	\$
Landing valve Hand-wheel	\$
Pressure gauge	\$

Pressure switch	\$
Smoke detector (addressable)	\$
Smoke detector (conventional)	\$
Thermal detector (addressable)	\$
Thermal detector (conventional)	\$
Fire Alarm Bell	\$
Warden intercom phone	\$
Manual Call Point	\$
Manual Call Point replacement glass	\$
EWIS/OWS speaker	\$
EWIS/OWS horn	\$
Fire indicator Panel/EWIS/OWS zone card	\$
Fire hose reel complete	\$
Hose reel nozzle	\$
Hose reel drum assembly	\$
36mm hose	\$
Hose reel stop cock	\$

Fire door (per leaf)	\$
Fire door lock & handler	\$
Vesda System filter	\$
Fire pillow (300mm x 100mm)	\$
Fire extinguisher disc	\$
Fire extinguisher location sign	\$
Fire extinguisher wall bracket	\$
Fire extinguisher - 2.0kg CO2	\$
Fire extinguisher - 2.5kg CO2	\$
Fire extinguisher - 3.5kg CO2	\$
Fire extinguisher - 5.0kg CO2	\$
Fire extinguisher - 4.5kg Dry Chem. ABE	\$

Fire extinguisher - 9.0kg Dry Chem. ABE	\$
Fire Extinguisher - 9 litre water	\$
Fire extinguisher - 9 litre foam	\$
Fire extinguisher - service tag & ring	\$
Fire extinguisher - anti-tamper seal	\$
Fire blanket	\$
Recharge & Pressure Test CO2 Extinguisher	\$
Recharge & Pressure Test Dry chem. ABE Ext.	\$
Recharge & Pressure Test Foam Extinguisher	\$
Recharge & Pressure Test Water Extinguisher	\$

## Fire Systems and Equipment Summary List

As a summary, the Equipment to be serviced includes but is not limited to the following:

Item	Sample Description	Cost \$pa	Hours pa
1	Underground fire hydrant- 1 ring main 5 hydrants	\$00.00	X
2	Riser mains, fire hydrants and hoses – 1 system 10 hoses	\$00.00	X
3	Automatic fire sprinklers systems – 3 systems 500 sprinkler heads	\$00.00	X
4	Back flow preventers – 3 units	\$00.00	X
5	Fire alarm systems – 3 systems with 3 panels, 10 manual brake-glass units, 300 smoke and 20 thermal detectors	\$00.00	X
6	EWIS panels – 3 units	\$00.00	X
6	EWIS floor warden panels – 10 units	00.00	X
7	Diesel fire pump	\$00.00	X
8	Electric fire pumps – 3 off	\$00.00	X
9	Fire pump batteries – 2 off	\$00.00	X
10	Gas flood systems – 1 system with 10 nozzles	\$00.00	X
11	Smoke curtains – 10 off	\$00.00	X
12	Fire hose reels – 30 off	\$00.00	X
13	Fire extinguishers – ABC type – 20 off	\$00.00	X

14	Fire extinguishers – water type 2 off	\$00.00	X
15	Fire extinguishers – CO2 type – 2 off	\$00.00	X
16	Fire blankets – 2 off	\$00.00	X
17	Fire doors – 2 off-	\$00.00	X
18	Fire door magnetic hold open – 4 off-	\$00.00	X
19	Consumables	\$00.00	X
20	Other/Sundry Costs	\$00.00	X
	<b>Total Cost per annum</b>	<b>\$00.00</b>	<b>xxxhrs</b>

<b>Schedule of rates for additional services</b>	Fees for additional services inclusive of travel costs as defined by this Agreement	
	Service Technician	(\$)[insert] + GST per hour
	Application Engineer	(\$)[insert] + GST per hour
	Apprentice Technician	(\$)[insert] + GST per hour
	Materials supply margin will not exceed	[insert]%
<b>Penal Rates and Emergency Callout Fees</b>	Penal rates and callout attendance for afterhours loading	[insert]% = GST per hour
	Penal rates for statutory/public holidays callout attendance loading	[insert]% = GST per hour
	Emergency call out fees will be paid at the agreed penal rate for a minimum time of:	[insert minimum time period]
<b>Agreed Parts Pricing and Rates</b>	Refer Appendix 3	
<b>Review Date</b>	[insert] [Unless otherwise advised the annual maintenance fee is fixed for the period]	
<b>Review Mechanism</b>	[insert]	

<b>Works</b>	<b>Response Time</b>
Pricing additional works	Provided within 48 hours of request from the Principal or the event.
Completion of additional works	Completed within the agreed timeframe



# Appendix 3 – Contractor’s Certificate

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[to be attached with each payment claim]

To: [insert principal’s name]

Property: [insert]

Contract Reference: [insert]

Specified System(s): [insert details]

Period: [insert] to [insert]

In submitting the attached [payment claim / invoice], we confirm:

1. That all inspections and maintenance required for the specified system as required by the Agreement were performed, unless otherwise stated by us prior to the date of this confirmation;
2. That all health and safety obligations were complied with (except for any incidents advised during the period noted above);
3. That where minor works under the discretionary threshold were performed we have including supporting information to confirm this work was required and completed;

[contractor must delete options such that one applies for each certificate]

- (a) **Fully Operation** - There were no additional works identified as being required for the specified system to continue to either perform as designed and which would, if not performed, impact on our ability to issue a certificate to you to obtain the building warrant of fitness; or
- (b) **Work Required** - That certain works require your confirmation to proceed with (and which we may have already provided notice of) as those works either exceed the discretionary threshold and/or are required for the specified system to perform as designed (and being of more than a minor nature) and if not completed by the time stated below, will impact on our ability to issue a certificate to obtain the building warrant of fitness:

Works required to specified system	Timeframe for completion of works	Date by when Instruction to proceed required

- (c) **Instruction required** - This certificate is issued on a provisional basis due to previous certificate indicating work was required to a specified system and that work has not at the date of this certificate been instructed to proceed and either:
  - i. If we are not instructed by the date indicated in that pervious certificate, it will limit our ability to issue our certificate to obtain the building warrant of fitness; or
  - ii. we cannot now issue our certificate to obtain the building warrant of fitness (as the time for completion has passed) and the specified system will not perform as design until the work required is completed.

4. That in all other respects our obligations under the Agreement during the period noted above have been complied with; and
5. That the person signing this document is authorised to do so on behalf of the Contractor regarding the statements being made.

Signed by

[director / general manager]